

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/7/2017

SUBJECT:	SUBMITTED BY:
Extension of Contracts for 2017 Material Testing Services	Nan Newlon Director of Public Works

SYNOPSIS

Resolutions have been prepared to authorize the extension of existing contracts for material testing services for capital improvement projects for an amount of up to \$55,000 for each contract for a total of \$165,000 with the following companies: INTERRA, Inc., of Bolingbrook, Illinois; SEECO Consultants, Inc., of Tinley Park, Illinois; and GEOCON Professional Services, of Frankfort, Illinois.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY17 budget includes \$165,000 for material testing within the construction budgets for projects on the attached list. A summary of the funding locations and levels is provided below:

Fund	Allocation Amount
Capital (Page 4-29, Line 21)	\$89,650
Stormwater (Page 4-21, Line 21)	\$50,600
Water (Page 4-25, Line 21)	\$22,000
Parking (Page 4-27, Line 21)	\$2,750
TOTAL	\$165,000

RECOMMENDATION

Approval on the March 7, 2017 consent agenda.

BACKGROUND

These companies were previously pre-qualified by the Village for material testing services through a Request for Qualifications. Unit rates for required testing services were solicited in 2016 from the pre-qualified consultants, with all three firms responding. After reviewing the proposals, SEECO Consultants, INTERRA, Inc., and Geocon Professional Services were all identified as firms that best meet the needs of the Village.

Staff will work with the companies' personnel to develop a scope of work for each project, similar to those performed in 2016, but which will be dynamic and reflect the specific identified needs of each site. Each contract is in an amount not-to-exceed \$50,000 plus a 10% (\$5,000) contingency and services would be

authorized under specific work orders with individual not-to-exceed amounts and in accordance with the unit prices specified within the contracts.

The three firms have agreed to hold their 2016 hourly rates for the work proposed in 2017 with minor modifications. All firms have satisfactorily provided material testing services for capital improvement projects in 2013, 2014, 2015, and 2016. Staff is recommending a contract extension in lieu of advertising a new Request for Proposals.

ATTACHMENTS

Resolution

Agreements

Extensions to the Agreements

Contractor Evaluations

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF AN EXTENSION
TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
GEOCON PROFESSIONAL SERVICES, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Geocon Professional Services, LLC (the "Provider"), for material testing services for the Village's capital improvement projects, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



Doug Jury
(815) 509-3629
djury@geoconcompanies.com

March 14, 2016

Mr. Tomasz Topor, PE
Staff Engineer II
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

**RE: Request for Proposal
2016 Material Testing Services
Proposal No.: Testing-Variou 2016**

Dear Mr. Topor:

GEOCON Professional Services, LLC is pleased to present this Proposal to provide Material Testing services on behalf of the Village of Downers Grove for Material Testing Services in 2016. The entire scope of work reflected in your RFP is well-suited to the core strengths of our firm; we believe you will see from our submittal that we have considerable expertise and experience with exactly the type of work desired by the Village.

After opening our company doors in 1999, we grew internally and through acquisitions, and then re-organized from three entities into one in April 2011. Our firm's principal employees average more than 20 years professional experience in geotechnical drilling and analysis, hot mix asphalt (HMA) and Portland cement concrete (PCC) pavement testing, Phase I and Phase II environmental assessments, and a variety of other engineering disciplines.

For all projects, GEOCON will assign an experienced, professionally licensed project manager from our convenient Will County office in Frankfort, IL. Our project manager will be in continuous communication with Village staff and/or its design and resident engineers for whichever projects we undertake, and will strive to exceed your expectations with respect to level of responsiveness, technical expertise, and overall service value.

We have reviewed the Terms and Conditions and find them acceptable for inclusion in the general contract form.

Declaration of Intent: We declare that we are IDOT prequalified in the following areas: geotechnical services – subsurface explorations, special services – construction inspection, quality assurance HMA & aggregate, and hazardous waste services. We thank you for the opportunity to provide our services to the Village of Downers Grove. Please do not hesitate to contact me at your convenience with any questions you may have.

Sincerely,

GEOCON PROFESSIONAL SERVICES, LLC

A handwritten signature in black ink, appearing to read 'Doug R. Jury'.

Doug R. Jury
Laboratory Manager

Encl.

Village of Downers Grove – 2016 Material Testing Services



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: 2016 Material Testing Services

Proposal No.: Testing-VariouS 2016

Proposal Due: Monday, March 14, 2016 @ 10:00 A.M. –
Public Works Facility, 5101 Walnut Avenue
Downers Grove, IL 60515

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Date Issued: Tuesday, March 1, 2016

This document consists of 26 pages.

Return **original, one duplicate copy, and an electronic copy (.pdf)** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

TOMASZ TOPOR, PE
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5487
FAX: 630/434-5495
www.downers.us

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and one additional copy in electronic format of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, March 14, 2016 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: TOMASZ TOPOR, PE, in a sealed envelope marked "SEALED PROPOSAL for 2016 MATERIAL TESTING SERVICES." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposers of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

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- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.
- 3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**
- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.
- 4. RESERVED RIGHTS**
- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

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II. TERMS AND CONDITIONS**5. VILLAGE ORDINANCES**

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

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- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to

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cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PREVAILING WAGE ACT

- 12.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate,

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and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 12.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 12.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

13. PATRIOT ACT COMPLIANCE

- 13.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

14. INSURANCE REQUIREMENTS

- 14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or

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death of any person other than the Proposer's employees;

- 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
- 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 15. CAMPAIGN DISCLOSURE**
- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 15.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 15.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.
- 16. SUBLETTING OF CONTRACT**
- 16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

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All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

- 17.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

18. TERMINATION OF CONTRACT

- 18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

19. BILLING & PAYMENT PROCEDURES

- 19.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 19.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 19.3 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.
- 20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**
- 20.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.
- 21. STANDARD OF CARE**
- 21.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

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profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

- 21.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

- 21.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

22. GOVERNING LAW

- 22.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

23. SUCCESSORS AND ASSIGNS

- 23.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

24. WAIVER OF CONTRACT BREACH

- 24.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

25. AMENDMENT

- 25.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

26. NOT TO EXCEED CONTRACT

- 26.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

27. SEVERABILITY OF INVALID PROVISIONS

- 27.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any

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state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

28. NOTICE

- 28.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

29. COOPERATION WITH FOIA COMPLIANCE

- 29.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

Village of Downers Grove – 2016 Material Testing Services

III. DETAIL SPECIFICATIONS

1. REQUEST

The Village of Downers Grove (Village) is requesting Proposals for professional services from previously-qualified Material Testing firms (ENGINEER) to provide Material Testing Services during construction of various Capital Improvement Projects.

1.1 Project Description

Material testing services will be requested for various types of projects including replacement of sidewalk, open-trench installation of watermain and storm sewer, roadway patching, roadway resurfacing, traditional roadway reconstruction (excavation/aggregate/hot-mix asphalt), and roadway reconstruction via full-depth reclamation. Construction is expected to take place as early as April 2016 and as late as November 2016.

2. SCOPE OF WORK

2.1 The scope of the work includes construction materials testing services for the type of projects listed above to ensure proper installation of construction materials.

2.2 All work will be performed per the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water & Sewer Main Construction of Illinois. Testing will be performed in accordance with the Illinois Department of Transportation specifications for QC/QA of both asphalt and concrete materials and/or as determined by the Village's on-site representative. The Village will be providing construction inspection services.

3. MATERIAL TESTING

3.1 The ENGINEER'S representative on a project shall familiarize himself with the contract plans and specifications, which will be provided by the Village.

3.2 The ENGINEER shall be responsible for establishing a field and laboratory testing program specifically designed to demonstrate that the materials used and the construction itself conform to the contract plans and specifications.

3.3 The ENGINEER shall conduct such field, laboratory and HMA/PCC plant tests as may be required by generally accepted engineering practices or specifically requested by the Village. All testing is to be performed in accordance with the appropriate ASTM and IDOT standards. Results shall be reported to the Village on forms that fully disclose all information necessary to interpret the results, including the physical condition of materials, source of materials, conditions of testing, etc.

3.4 The ENGINEER shall prepare field reports for each day the ENGINEER'S representative is at the project site. Such daily reports shall include, without limitation, type and quantity of materials placed that day, any instructions given the Contractor, a description of testing performed, the results of such testing and any other significant observations. The ENGINEER shall also prepare any forms or reports related to material inspections required

Village of Downers Grove – 2016 Material Testing Services

by IDOT, if applicable.

4. PROPOSAL

4.1 The Proposal shall include the following information:

- A statement describing the Field and Laboratory Testing Program recommended, not limited to items listed on Schedule of Fees in Section 8 of the Detailed Specifications
- The Unit Price column of the Schedule of Fees in Section 8 of the Detailed Specifications must be filled in.
- A separate Work Order (WO) shall be agreed to by the Village and the Engineer for each construction project or group of construction projects for which the Village desires the Engineer to provide services prior to the start of construction for said project(s).
- The total not-to-exceed contract amount shall be left blank in the Proposal until such time as the Village and the Proposer have agreed to a final scope and budget.

4.2 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional civil and geotechnical engineers.

5. PROPOSAL REVIEW and SELECTION PROCESS

5.1 Unless the Village exercises its right to reject all Proposals, the Contract will be awarded to that responsible Proposer(s) whose Proposal, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.

All responses to this RFP that meet the submittal requirements and the submittal deadline will be evaluated as described below.

5.1.1 Step One:

The Village will review and evaluate each Proposal based on the requirements for submittal described above. Weighting of the evaluation will include but not be limited to the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for project performance
- Capability and experience on comparable projects
- Unit rates for commonly used personnel and tests

(Please do not include information or materials that are not relevant to or requested by this solicitation.)

5.1.2 Step Two:

Village staff will recommend a firm to Village Council based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in the Village's opinion, to execute the scope of work on behalf of the Village. The Village reserves the right to award contracts for these services to more than one proposer, each for specific projects and/or for a portion of the overall testing budget for 2016, if it is deemed to be in the best interest of the

Village of Downers Grove – 2016 Material Testing Services

Village.

5.1.3 Step Three:

The Village will send a Notice of Award (NOA) letter to the selected firm(s), followed by a Notice to Proceed (NTP) for each individual project upon the successful negotiation of a WO.

6. PERIOD OF SERVICE

6.1 Timeframes given are estimated only and not limiting when material testing services may be required. The estimated project durations are given in Section 1.1 of the Detail Specifications.

6.2 If the Village exercises its option to terminate this Contract upon default by the Proposer, the Proposer shall cause to be delivered to the Village all drawings and field notes, or electronic data files, if any, with the understanding that all such material becomes the property of the Village. The Proposer shall be paid the total maximum cost as set forth above, less the cost incurred by the Village in completion of the work.

7. CONTACT PERSON

7.1 All questions concerning the project, the submittal of a Proposal, the Village's review and evaluation of submittals should be directed to:

Tomasz Topor, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5487
Fax 630-434-5495
ttopor@downers.us

8. SCHEDULE OF FEES (Prices Effective Until Completion of Projects)

2016 MATERIAL TESTING SERVICES		
<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	\$157.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	\$157.00
SENIOR ENGINEER	HOUR	\$157.00
PROJECT ENGINEER	HOUR	\$157.00
STAFF ENGINEER	HOUR	\$152.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$108.00
FIELD TECHNICIAN	HOUR	\$108.00
SECRETARY	HOUR	\$72.50
LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	N/A

Village of Downers Grove – 2016 Material Testing Services

MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	\$10.50
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	N/A
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	N/A
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	\$232.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	\$129.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	\$232.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	\$43.50
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10)	EACH SAMPLE	N/A
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	N/A
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	\$180.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$232.00
DISCRETE SOIL PH	EACH SAMPLE	N/A
DISCRETE SOIL VOC	EACH SAMPLE	N/A
DISCRETE SOIL SVOC	EACH SAMPLE	N/A
DISCRETE SOIL PNA	EACH SAMPLE	N/A
DISCRETE SOIL BETX	EACH SAMPLE	N/A
DISCRETE SOIL RCRA METALS	EACH SAMPLE	N/A
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	N/A
DISCRETE SOIL PCBS	EACH SAMPLE	N/A
DISCRETE SOIL PESTICIDES	EACH SAMPLE	N/A
SPLP METALS	EACH SAMPLE	N/A
TCLP METALS	EACH SAMPLE	N/A
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	N/A
PID METER	DAY	N/A
DYNAMIC CONE PENETROMETER	DAY	N/A
LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST:		
FINE AGGREGATE SIEVE ANALYSIS	TEST	\$144.50
COARSE AGGREGATE SIEVE ANALYSIS	TEST	\$144.50
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$475.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$280.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	\$16.00
EXTRACTION FOR ASPHALT CONTENT	TEST	\$247.50
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	N/A
HMA CORE DENSITY & THICKNESS	EACH CORE	\$54.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	\$134.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	\$185.50
MISCELLANEOUS		
CYLINDER PICK UP	HOURLY	\$108.00
MILEAGE	MILE	\$0.65
PID SCREENING	HOURLY	\$119.00
SOIL SAMPLING	HOURLY	\$108.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT (to be filled in by Village)		

*ALL EQUIPMENT COSTS SHALL BE INCORPORATED INTO THE UNIT COSTS ABOVE

Village of Downers Grove – 2016 Material Testing Services

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove

2016 Material Testing Services
Proposal No.: Testing - Various 2016

Submitted on March 14, 2016 by:

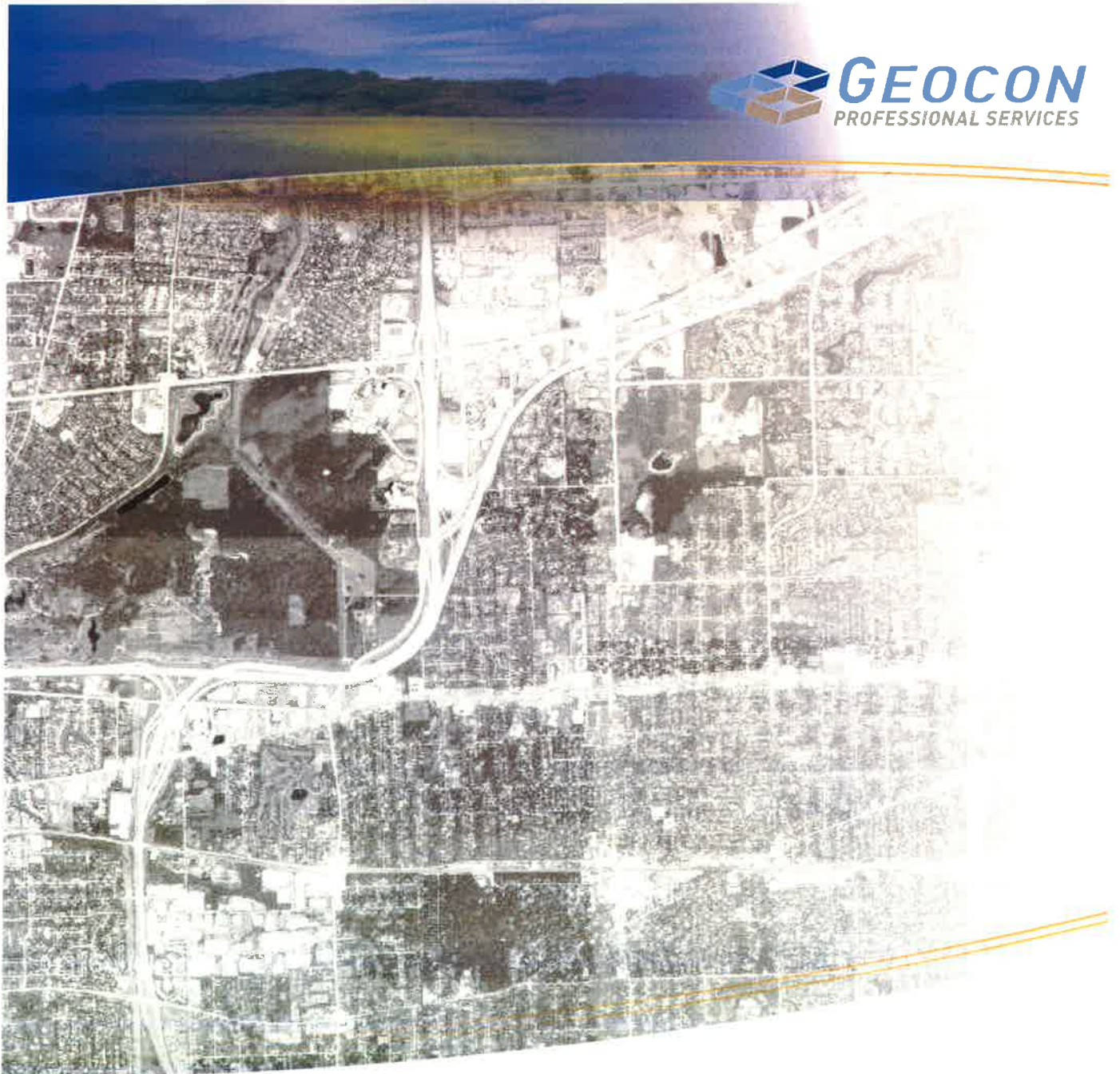




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Company Profile



GEOCON is a multi-discipline consulting engineering firm specializing in Geotechnical Engineering, Construction Phase Testing Services and Environmental Consulting. GEOCON has a diverse client base in the commercial, governmental, industrial and transportation sectors. We have built our reputation on the experience of our personnel, providing quality products and services, and fulfilling our clients project goals. GEOCON is prepared to assist our clients in all phases of planning and development from start to finish, including Environmental Site Assessments necessary as part of a real estate transaction, geotechnical engineering analyses and recommendations for civil developments and associated structures, and construction testing to ensure compliance with project and building code requirements.

GEOCON was founded in 1999 in Central Illinois, and has since grown to over 25 employees at three offices located in Chicago, Champaign, and Crescent City, Illinois. GEOCON's principals each have over 15 to 20 years of experience in the geotechnical, materials and environmental consulting industry. Many of our engineers, geologists and professional staff have advanced degrees, with major project experience in the Central and Eastern United States. Our growth is the result of talented, dedicated employees and principals working together toward a common goal: to provide quality services promptly, accurately and professionally, all at a competitive price and value.

Quality Services ... Promptly ... Accurately ... Professionally

- Geotechnical Services
- Construction Phase Services
- Environmental Services
- Drilling Services

www.geoconcompanies.com





COMPANY INFORMATION

GEOCON Professional Services

- Founded in 1999 as GEOCON Engineering & GEOCON Testing and Drilling
- Reorganized in 2011 as GEOCON Professional Services, LLC
- 2 Office Locations
 - Frankfort, IL
 - Champaign, IL
- 36 Employees
- Key Services/Specialties
 - Environmental Engineering
 - Geotechnical Engineering
 - Construction Engineering Services
 - Environmental & Geotechnical Drilling

Robinson Engineering, Ltd

- Founded in 1937
- Headquarters in South Holland, IL
 - 17000 South Park Avenue, South Holland, IL 60473
- 6 Additional Office Locations
 - Champaign, Frankfort, Itasca, Kankakee, Volo, & Merrillville, IN
- 170 Employees
- Key Services/Specialties
 - Municipal Engineering
 - Geographic Information Systems (GIS)
 - Transportation Planning & Design
 - Water & Wastewater Engineering
 - Floodplain & Stormwater Management
 - Grant Application & Administration
 - Planning and Capital Improvement Plans

In early 2011, Robinson Engineering partnered with GEOCON Engineering / GEOCON Testing and Drilling to form GEOCON Professional Services, a leading engineering consulting firm in northern and central Illinois.

Currently, the Robinson / GEOCON team has over 125 employees, mostly highly skilled technical professionals, working from 9 strategically located offices along I-80, I-57, and I-65 corridors to service multiple geographic regions throughout Illinois and Indiana. Our team provides a wide range of services, including environmental planning, assessment and remediation, geotechnical engineering, construction testing and inspection, infrastructure engineering, water resources and construction support services to the municipal, transportation, infrastructure, energy, and commercial/industrial sectors.

Robinson/ GEOCON Professional Staff at a Glance

- 47 Professional Engineers (PE)
- 1 Professional Geologist (PG)
- 5 Leadership in Energy & Environmental Design Accredited Professionals (LEED AP)
- 1 Licensed Structural Engineer (SE)
- 1 Certified Planner (AICP)
- 5 Professional Land Surveyors (PLS)
- 8 Professional Engineering Interns (PEI)
- 16 Certified Floodplain Managers (CFM)
- 3 Certified Professionals in Erosion & Sediment Control (CPESP)

Robinson and GEOCON are both privately held firms with combined annual revenues between \$15-23 million. Each firm is audited annually by the Illinois Dept. of Transportation as part of its prequalification process.

There are currently no suits, claims, or pending judgements for GEOCON Professional Services.



GEOCON Professional Services (GPS) is a multi-disciplinary consulting engineering firm specializing in Geotechnical Engineering, Environmental Engineering, Hot Mix Asphalt Testing, and Construction Inspection Services. GPS can assist our clients in all phases of planning, design and construction, including environmental site assessments for property transactions, subsurface investigations for site feasibility studies, geotechnical engineering analysis and recommendations, and construction testing to ensure compliance with project and building code specifications. With our AASHTO accredited laboratory and certified technicians, GPS also provides quality assurance HMA mix design and testing and complete field testing.

Geotechnical Engineering

- Subsurface Explorations, Including Soil Borings, Piezometer Wells, and Test Pit Excavations
- Geotechnical Engineering and Analysis for New Construction, Additions and Renovations
- Pavement Analysis and Design for New Construction or Pavement Rehabilitation
- Retaining Wall Design and Analysis
- Slope Stability Analysis
- Settlement Analysis
- Foundation Subgrade Evaluations for New Footing Additions

Contact:

Ken Rippy, PE (815) 412-2031

Environmental Engineering

- Phase I and II Environmental Site Assessments
- Preliminary Environmental Site Assessments (PESA) and Preliminary Site Investigations (PSI)
- Underground Storage Tank Management and Leaking Underground Storage Tank (LUST) Services
- Site Remediation Program (SRP) and Brownfield Services
- CCDD Soil Sampling
- Subsurface Drilling, Sampling and Monitoring Well Installation
- SPCC and SWPP Plans
- Asbestos Surveys for Building Acquisition, Renovation and Demolition

Contacts:

Frankfort Office
Erin Curley (815) 806-9986
Champaign Office
Karl Newman, PG (217) 403-9990

Hot Mix Asphalt Testing

- SUPERPAVE Mix Design and Verification
- Complete QA Mix Sample Testing
- Asphalt Content of Recycled Asphalt Pavement (RAP) and Recycled Asphalt Shingles (RAS) Products
- QC and QA Field Density Testing
- Project Startup and Correlation Testing and Oversight
- Pavement Evaluation - Investigation of Existing Pavement Structure
- QA Plant and Jobsite Sampling Oversight

Contact:

Frankfort Office
Doug Jury (815) 806-9986

Construction Inspection

- Construction Testing and Inspection of Soils, Concrete, Masonry and Structural Steel
- IDOT QC/QA Services
- Laboratory Materials Testing of Soils, Concrete, Asphalt, Mortar, Grout, Masonry Block, and Aggregate
- Floor Flatness and Vapor Emission Testing
- Paint Thickness and Sprayed-on Fireproofing Inspection
- Nuclear Density Testing of Soils
- Caisson and Pile Installation Inspection
- Foundation Excavation Inspection
- Infrared Building Inspections for energy loss and moisture intrusion

Contacts:

Frankfort Office
Jim Kurnik, PE (815) 806-9986
Champaign Office
Michael Johnson, PE (217) 403-9990

Champaign | Frankfort
geoconcompanies.com

geotechnical engineering
environmental engineering
hot mix asphalt testing
construction inspection



CLIENT LIST

The following is a partial list of clients GEOCON has performed Consulting and Engineering services for:

- [Addison Public Library](#)
- [Archdiocese of Chicago](#)
- [Bradley School District No. 61](#)
- [Burr Ridge Park District](#)
- [Channahon Fire Protect District](#)
- [Chicago Executive Airport](#)
- [Chicago Park District](#)
- [Chicago Public Schools](#)
- [City of Blue Island](#)
- [City of Champaign](#)
- [City of Country Club Hills](#)
- [City of Danville](#)
- [City of Farmer City](#)
- [City of Gibson City](#)
- [City of Gilman](#)
- [City of Hickory Hills](#)
- [City of Joliet](#)
- [City of Lincoln](#)
- [City of Mattoon](#)
- [City of Naperville](#)
- [City of Urbana](#)
- [City of Watseka](#)
- [City of Wilmington](#)
- [Coal City Fire Department](#)
- [Community Consolidated School District 146, Tinley Park](#)
- [Cook County School District 130, Blue Island](#)
- [Cook Memorial Public Library District, Libertyville](#)
- [Des Plaines School District 88](#)
- [Diocese of Joliet](#)
- [DuPage High School District 62](#)
- [Edgar County Highway Department](#)
- [Elgin School District U-46](#)
- [Ford County Highway Department](#)
- [Forest Preserve District of Will County](#)
- [Grayslake School District](#)
- [Green Hills Public Library District, Palos Hills](#)
- [Harvard School District](#)
- [Joliet Housing Authority](#)
- [Joliet Township](#)
- [Lake County Permit Department](#)
- [Lansing School District 158](#)
- [Lemont Park District](#)
- [Lisle Park District](#)
- [Minooka Community Consolidated School District No. 201](#)
- [Moraine Valley Community College](#)
- [Naperville Park District](#)
- [Olympia Fields Park District](#)
- [Oak Forest Park District](#)
- [Parkland Community College](#)
- [Posen-Robbins School District No. 143.5](#)
- [School District 151, South Holland](#)
- [Summit Hill School District 161, Frankfort](#)
- [United States Veterans Administration](#)
- [University of Illinois- Urbana- Champaign](#)
- [Village of Alsip](#)
- [Village of Bedford Park](#)
- [Village of Beecher](#)
- [Village of Cissna Park](#)
- [Village of Downers Grove](#)
- [Village of Fisher](#)
- [Village of Frankfort](#)
- [Village of Glenwood](#)
- [Village of Harvey](#)
- [Village of Justice](#)
- [Village of Lansing](#)
- [Village of Lynwood](#)
- [Village of Mahomet](#)
- [Village of Manhattan](#)
- [Village of Manteno](#)
- [Village of Midlothian](#)
- [Village of Park Forest](#)
- [Village of Peotone](#)
- [Village of Plainfield](#)
- [Village of Posen](#)
- [Village of Riverdale](#)
- [Village of Romeoville](#)
- [Village of Thornton](#)
- [Village of Tilton](#)
- [Village of Tinley Park](#)
- [Village of University Park](#)
- [Village of Willow Springs](#)
- [Village of Winfield](#)
- [West Aurora School District 129](#)
- [Wheaton Park District](#)
- [Wheatland Township Highway Department](#)
- [Wooddale Fire Department](#)
- [Woodridge School District 68](#)



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 10, 2016

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Jonathon Zabrocki
GEOCON PROFESSIONAL SERVICES, LLC
10045 W. Lincoln Highway
Frankfort, IL 60423

Dear Jonathon Zabrocki,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2014. Your firm's total annual transportation fee capacity will be \$4,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 193.41% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Maureen M. Addis
Acting Bureau Chief
Bureau of Design & Environment

**SEFC PREQUALIFICATIONS FOR GEOCON PROFESSIONAL SERVICES,
LLC**

CATEGORY	STATUS
Geotechnical Services - Subsurface Explorations	X
Special Services - Construction Inspection	X
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Hazardous Waste: Simple	X
Geotechnical Services - General Geotechnical Services	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR
DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Material Testing



GEOTECHNICAL AND CONSTRUCTION ENGINEERING SERVICES

Offices
Frankfort
(815) 806-9986
Champaign
(217) 403-9990





Exceeding our clients' expectations is our priority.

Geotechnical Engineering Services

- IDOT Prequalified for General Geotechnical Services and Subsurface Explorations
- Engineering Analysis and Evaluation of
 - Shallow and Deep Foundations
 - Retaining Walls
 - Settlement
 - Slope Stability
- Pressuremeter Testing and Analysis
- Pile Load Testing
- Borrow and Fill Material Evaluation
- Pavement Evaluation and Design
- Piezometers and Monitoring Wells
- Soil Stabilization
- Evaluation of Geotextile Applications
- Earth Retention System Evaluation
- Physical Soil Laboratory Testing
- Soil Surveys and Percolation Testing

Construction Engineering Services

- IDOT Certified HMA, PCC and Aggregate Inspectors
- Northern Locations Represented by Local 150 IUOE
- Concrete Field Testing and Observation
- Density Testing: HMA, Aggregate, Soils
- Foundation and Subgrade Inspection
- Reinforcing Steel Inspection
- Structural Steel Inspection
- HMA and Concrete Coring and Testing
- Utility Installation Inspection
- Sprayed-on Fireproofing Inspection
- Floor Flatness and Levelness Testing
- Floor Slab Rh and Vapor Emissions Testing
- Driven Pile and Drilled Shaft Observation
- Non-Destructive Paint Thickness Testing
- Infrared Camera Inspection Services
- Laboratory Testing
 - Soil, HMA
 - Grout, Mortar, Masonry
 - Aggregate, Concrete (IDOT Certified)

GEOCON Professional Services, LLC

Champaign Office
3000 Research Road,
Suite 1
Champaign, IL 61822
ph. 217.403.9990
f. 217.403.1559

Frankfort Office
9370 W. Laraway Road,
Suite D
Frankfort, IL 60423
ph. 815.806.9986
f. 815.464.8691

COMPLETE TEAMWORK - Through continual communication...

When choosing a professional design and construction team where technical expertise, code compliance, budgeting and experience are your priority; in the end, your greatest reward is satisfaction.

At GEOCON, we offer all of this and more. We go above standard expectations for a design and construction team and provide the professional and courteous service you desire.

We ensure your satisfaction and together...we will make your next project a successful one!



CONSTRUCTION TESTING EXPERIENCE

REPRESENTATIVE PROJECTS

GEOCON has successfully completed numerous related construction testing projects; the following is a brief description of several of our completed projects.

Illinois State Road 2 Reconstruction - Rockford, Illinois

Reference: Mr. Steve Mcwethy, William Charles Construction (815) 654-4700

Scope: In 2013, GEOCON performed testing and inspection services for Rockford's Illinois State Road 2 Reconstruction Project. Services provided included quality control management of HMA production and paving operations for the full depth asphalt pavement on the reconstruction of IL State Road 2 (4-Lane), managing a crew of 9 technicians, and operators to assure IDOT QC requirements were being performed and achieved.

IDOT I-394 Resurfacing Project - Steger, Illinois

References: Mr. Frank Matthewson, Iroquois Paving Company (815) 432-5211

Scope: In 2013, GEOCON performed testing and inspection services for IDOT's I-394 Resurfacing Project. Services provided for the 6-mile long project included density testing of mainline and shoulder binder and surface courses, as well as the cutting of over 1,000 pavement cores.

Illinois Tollway Authority I-294/I-57 Interchange Project - Markham, Indiana

References: Mr. Nick Tincher, Iroquois Paving Company (815) 432-5211

Scope: In 2013 GEOCON performed testing and inspection services for the Illinois Tollway Authority I-294/I-57 Interchange. Services provided included density testing of asphalt mainline and shoulder pavement, as well as pay for performance core sampling.

Village of Romeoville In-House Paving Program - Romeoville, Illinois

References: Mr. Mike Braasch, Village of Romeoville (815) 378-5652

Scope: In 2011-2015, GEOCON performed testing and inspection services for Romeoville's in-house paving program. Services provided included subgrade proofroll inspections, base course compaction testing, and asphalt density testing.

Village of Tinley Park Pavement Management Program - Tinley Park, Illinois

References: Ms. Jennifer Prinz, Robinson Engineering, Ltd. (708) 210-5687

Scope: In 2011-2015, GEOCON performed testing and inspection services for Tinley Park's Pavement Management Program on over 40 streets each year. Services provided included field and laboratory testing of concrete placed for curbs, sidewalks, and driveways. Field density testing of asphalt binder and surface pavement was also provided.



Douglas R. Jury

Laboratory Manager

Mr. Jury joined GEOCON in April of 2013 to serve as Laboratory Manager of the Hot Mix Asphalt Materials Testing Lab. He is responsible for the AMRL accreditation and IDOT pre-qualification process of this laboratory. The laboratory will also supply quality assurance testing for municipalities. Mr. Jury also manages a staff of construction testing technicians in supplying services to local Hot Mix Asphalt contractors.

Prior to his employment at GEOCON Mr. Jury gained 30 years of experience as the Quality Control Manager for a heavy highway construction company in Northern Illinois. There he managed a staff of quality control technicians which supplied testing for geotechnical, aggregate production and Hot Mix Asphalt production. In addition to materials testing Mr. Jury was also responsible for Hot Mix Asphalt design in developing mixtures that adhere to Illinois DOT and Illinois State Toll Highway specifications.

Mr. Jury was a member (2009-2012) and Chairman (2011 - 2012) of the Quality Control Manager's Group (QCMG) for the Illinois Asphalt Paving Association; QCMG represents all QCM's in the State of Illinois. Through the QC Managers Group, Mr. Jury also worked with the Illinois Department of Transportation to develop and revise state specifications for Hot Mix Asphalt testing.

Contact

Office: 815.806.9986

E-mail: djury@geoconcompanies.com

Education

Harlem High School

Continuing Education/ Special Training

IDOT Superpave Design Upgrade Course

IDOT QC/QA Hot Mix Asphalt
Level I, II, & III

IDOT 3-Day Aggregate for Mixture

Nuclear Density Gauge Operator
Certification

IDOT Bituminous Concrete Technician-
Level I, II, & III

IDOT Documentation of Contract
Quantities

Asphalt Institute Coursework:
Recycle Asphalt Pavement

Principles of Mix Design , Optimizing
Volumetrics, and HMA Compactability



James M. Kurnik, PE

Senior Project Engineer

Mr. Kurnik joined GEOCON in February of 2007 to serve as the Branch Manager of the Chicago-area office. His duties include coordination, supervision and implementation of geotechnical field studies and evaluations; construction phase Quality Assurance/Quality Control monitoring and testing; technical and administrative support for the office; preparation of related technical engineering reports; and Professional Engineer peer review of engineering reports.

Mr. Kurnik is also responsible for coordinating and supervising support staff, general business administration, and business development related to client relations and marketing.

Prior to joining GEOCON, Mr. Kurnik was employed with a large consulting engineering firm for over twenty-five years where he served as the Branch Manager of an Oak Forest, Illinois office location. His responsibilities included overall responsibility for technical, administrative, business development, management and financial operation of the division.

Contact

Office: 815.806.9986

E-mail: jkurnik@geoconcompanies.com

Education

Bachelor of Science; Civil Engineering
Michigan State University, E. Lansing, MI

Professional Registrations/ Affiliations

Registered Professional Engineer
IL, IN

American Society of Civil Engineers

National Society of Professional Engineers

Continuing Education/ Special Training

Nuclear Density Gauge Operator Training

IDOT QC/QA Hot Mix Asphalt Levels I, II, and III

IDOT QC/QA Portland Cement Concrete Levels I, II, and III

IDOT 3-Day Aggregate for Mixture

IDOT Bituminous Concrete Density Tester

IDOT Documentation of Contract Quantities

IDOT Soils Field Testing and Inspection

WHG Residential Infrared Inspection

Infrared Training Center Thermography Basics



Michael A. Johnson, PE

Senior Project Engineer

Mr. Johnson joined GEOCON in July of 2014 to serve as Senior Project Engineer for the Champaign, IL office. His duties include coordination, supervision and implementation of geotechnical field studies and evaluations; construction phase Quality Assurance/Quality Control monitoring and testing; technical and administrative support for the office; preparation of related technical engineering reports; and Professional Engineer peer review of engineering reports.

Mr. Johnson is also responsible for coordinating and supervising support staff, general business administration, and business development related to client relations and marketing.

Prior to joining GEOCON, Mr. Johnson worked for more than 20 years in the construction, engineering, and materials testing industries, including 13 years in the precast concrete industry, where he served as QC Manager for a leading prestressed beam supplier in the Illinois market. Mr. Johnson also worked for a materials testing company as the Construction Services Manager for 4 years. Most recently, Mr. Johnson served as the Operations Manager for a cutting-edge, civil engineering research facility at the University of Illinois.

Contact

Office: 217.403.9990

E-mail: mjohnson@geoconcompanies.com

Education

Bachelor of Science; General Engineering

University of Illinois, Urbana, IL

Professional Registration/ Affiliations

Registered Professional Engineer, IL

American Concrete Institute

Continuing Education/ Special Training

Nuclear Density Gauge Operator Training

IDOT Bituminous Concrete Density Tester

IDOT QC/QA Hot Mix Asphalt Level I and II

IDOT 5-day Aggregate Technician

ACI Concrete Field Testing Technician -
Grade I

IDOT QC/QA Portland Cement Concrete
Technician - Levels I, II, and III

Precast/Prestressed Concrete Institute QC
Personnel Certification - Levels I, II, III



Daniel Flanagan

Senior Engineering Technician

Mr. Flanagan has over fifteen years extensive experience in the performance of testing and inspection services for construction projects. His responsibilities have included caisson, driven pile and auger-cast pile inspections, concrete and asphalt batch plant inspection, roofing and structural steel inspection, concrete and soil testing, and performance of laboratory test work. Mr. Flanagan was also an IL Department of Transportation (IDOT) inspector at the Ozinga-Mokena Concrete Ready Mix Plant for over one year.

Select Project Experience

- O'Hare United Terminal Chicago, Illinois
- LaSalle Nuclear Power Plant Seneca, Illinois
- Braidwood Nuclear Power Plant Braidwood, Illinois
- Dresden Nuclear Power Plant Morris, Illinois
- Menard's Midwest Distribution Center Plano, Illinois
- Panduit Distribution Center DeKalb, Illinois
- Harrah's Casino Joliet, Illinois
- Lake County Health Department Building Waukegan, Illinois
- Fulton Elementary School Tinley Park, Illinois

Contact

Office: 815.806.9986

Continuing Education/ Special Training

IDOT 3-Day Aggregate for Mixture

IDOT Nuclear Density Gauge Technician
for Bituminous Pavements

IDOT Bituminous Concrete Technician-
Level I

IDOT & ACI Portland Cement Concrete
Technician - Grades I & II



Richard Johnston

Senior Engineering Technician

Mr. Johnston has over ten years extensive experience in the performance of testing and inspection services for construction projects. His responsibilities have included caisson and auger-cast pile inspections, fireproofing inspection, concrete, asphalt and soil testing, and performance of laboratory test work.

Select Project Experience

- IDOT I-394 Resurfacing Project Steger, Illinois
- MFT Resurfacing Project Tinley Park, Illinois
- Kohl's Department Store Romeoville, Illinois
- Riverside Brookfield High School Riverside, Illinois
- Lyons Township High School LaGrange, Illinois
- I-394 Resurfacing Project Sauk Village, Illinois
- St. Xavier University Residence Hall Chicago, Illinois
- Ingalls Medical Building Tinley Park, Illinois
- Crossroads Waste Water Treatment Plant Bolingbrook, Illinois
- Lemont Police Station Lemont, Illinois

Contact

Office: 815.806.9986

Continuing Education/ Special Training

IDOT 3-Day Aggregate for Mixture

IDOT Nuclear Density Gauge Technician
for Bituminous Pavements

IDOT Bituminous Concrete Technician-
Levels I & II

IDOT & ACI Portland Cement Concrete
Technician- Level I & II

IDOT Soil Inspection S-33

PTI Concrete Post Tensioning- Level I & II



Douglas Petersen

Senior Engineering Technician

Mr. Petersen has over fifteen years extensive experience in the performance of testing and inspection services for construction projects. His responsibilities have included caisson inspections, concrete batch plant inspection, roofing inspection, concrete, asphalt and soil testing, and performance of laboratory test work.

Select Project Experience

- | | |
|-------------------------------|----------------------|
| • Chicagoland Raceway | Joliet, Illinois |
| • Bluff Point Development | Romeoville, Illinois |
| • Memorial Jr. High School | Lansing, Illinois |
| • Addison Public Library | Addison, Illinois |
| • Oak Park Public Library | Oak Park, Illinois |
| • LaSalle Nuclear Power Plant | Seneca, Illinois |
| • Dresden Nuclear Power Plant | Morris, Illinois |
| • Summit Hill Jr. High School | Frankfort, Illinois |

Contact

Office: 815.806.9986

Continuing Education/ Special Training

IDOT 3-Day Mixture Aggregate Technician

IDOT Nuclear Density Gauge Technician
for Bituminous Pavements

IDOT Bituminous Concrete Technician-
Levels I & II

IDOT Soil Inspection S-33

IDOT Pavement Construction Inspection

PTI Concrete Post Tensioning- Level I & II

International Building Code (IBC)
Inspecting Soils, Footings, Foundations &
Concrete Slabs

International Building Code (IBC)
Concrete and Masonry

International Building Code (IBC)
Fundamental Structural Provisions



Select Project Experience

- IDOT I-394 Resurfacing Project
- In-House Paving Program
- Naper Main 5-Story Parking Garage
- Daimler Chrysler Assembly Plant
- Indeck- Niles Power Plant
- Algonquin Commons Shopping Center
- South Elgin High School
- DHL Distribution Center
- Waste Water Treatment Facility
- Offices at Deer Park
- Queen of All Saints Church and School

Office: 815.806.9986

Bachelor of Science; Mechanical Engineering

Continuing Education/ Special Training

Nuclear Density Gauge Operator Certification

IDOT Bituminous Concrete Technician -
Level IIDOT & ACI Portland Cement Concrete
Technician - Level I



Theresa Lorenzy

Senior Engineering Technician

Ms. Lorenzy has over ten years of experience in the performance of testing and inspection for construction projects. Her responsibilities have included building materials inspection, transportation materials inspection and laboratory testing for geotechnical, hot mix asphalt and portland cement concrete.

Select Project Experience

- Illinois Tollway Authority Rubbilization and Overlay of I-88 Rochelle to Dixon, Illinois
- IDOT Harrison Avenue Reconstruction Rockford, Illinois
- Runway Reconstruction, Rockford-CHI International Airport Rockford, Illinois
- Chrysler Corporation Plant Expansion Belvidere, Illinois
- FedEx Ground Facility Pavement Rehabilitation Project Hammond, Indiana
- MFT Paving Program Itasca, Illinois
- MFT Paving Program North Barrington, Illinois
- IDOT Rt. 7 Reconstruction Lockport, Illinois

Contact

Office: 815.806.9986

Continuing Education/ Special Training

IDOT 3-Day Aggregate for Mixture

Nuclear Density Gauge Operator
Certification

IDOT Bituminous Concrete Technician -
Level I

IDOT & ACI Portland Cement Concrete
Technician - Level I

IDOT Soil Inspection S-33

IBC Structural Steel Bolting Inspection



Carlos Lorenzy

Senior Engineering Technician

Mr. Lorenzy has over five years of extensive experience in the performance of testing and inspection for construction projects. Her responsibilities have included transportation materials inspection and laboratory testing for construction aggregates, hot mix asphalt and portland cement concrete.

Select Project Experience

- Illinois Tollway Authority I-88 Resurface Ogle, Dekalb & Kane County, Illinois
- Illinois Tollway Authority I-90 Resurface Winnebago County, Illinois
- Randall Road Reconstruction Kane County, Illinois
- MFT Paving Program Downers Grove, Illinois
- MFT Paving Program Alsip, Illinois
- MFT Paving Program Calumet City, Illinois
- IDOT US-30 Resurfacing Project Illinois
- IDOT County Wide Patching Project Cook County, Illinois

Contact

Office: 815.806.9986

Continuing Education/ Special Training

IDOT 3-Day Aggregate for Mixture

Nuclear Density Gauge Operator Certification

IDOT Bituminous Concrete Technician - Level I

IDOT & ACI Portland Cement Concrete Technician - Level I

IBC Structural Steel Bolting Inspection

Village of Downers Grove – 2016 Material Testing Services

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

GEOCON Professional Services, LLC

Company Name

9370 W. Laraway Road, Unit D

Street Address of Company

Frankfort, Illinois 60423

City, State, Zip

(815) 806-9986

Business Phone

(815) 464-8691

Fax

Date: March 10, 2016

djury@geoconcompanies.com

Email Address

Douglas Jury

Contact Name (Print)

(815) 509-3629

24-Hour Telephone

[Signature]

Signature of Officer, Partner or
Sole Proprietor

Jonathon Zabrocki, Vice President

Print Name & Title

ATTEST: If a Corporation

[Signature]

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – 2016 Material Testing Services



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: GEOCON Professional Services, LLC
ADDRESS: 9370 W. Laraway Road, Unit D
CITY: Frankfort
STATE: Illinois
ZIP: 60423
PHONE: (815) 806-9986 **FAX:** (815) 464-8691
TAX ID #(TIN): 45-0644817

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: GEOCON Professional Services, LLC
ADDRESS: 17000 S. Park Avenue
CITY: South Holland
STATE: Illinois **ZIP:** 60473

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	<u>Limited Liability Company-Corporation</u>
Medical	Corporation
Charitable/Nonprofit	Government Agency

SIGNATURE: *Debra R. Fry*

DATE: 03/14/16

Village of Downers Grove – 2016 Material Testing Services

PROPOSER'S CERTIFICATION

With regard to 2016 Materials Testing Services proposer GEOCON Professional Services hereby certifies
 (Name of Project) (Name of Proposer)
 the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.
5. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Village of Downers Grove – 2016 Material Testing Services

BY: _____
Proposer's Authorized Agent

4	5	-	0	6	4	4	8	1	7
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 14th day of March, 2016.

Michele L. Palumbo
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation LLC

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of GEOCON Professional Services, LLC, and the full names of its Officers are as follows:

President: Christopher J. King, PESE

Secretary: Susan Maslanka

Treasurer: Susan Maslanka

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

Village of Downers Grove – 2016 Material Testing Services

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name The Horton Group, Inc.

Agent Deborah Maloney

Street Address 10320 Orland Parkway

City, State, Zip Code Orland Park, Illinois 60467

Telephone Number (708) 845-3359

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: GEOCON Professional Services, LLC

Print Name and Title of Authorizing Signature: Douglas Jury, Laboratory Manager

Signature: 

Date: 03/14/16

Village of Downers Grove – 2016 Material Testing Services

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: GEOCON Professional Services, LLC

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

GEOCON employs engineering technicians that are members of the International Union of

Operations Engineers Local 150. They are part of the IUOE 150 apprenticeship and

training program.

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Douglas Jury, Laboratory Manager

Signature: 

Date: 03/14/16

Village of Downers Grove – 2016 Material Testing Services

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: GEOCON Professional Services, LLC

Address: 9370 W. Laraway Road, Unit D

City: Frankfort Zip Code: 60423

Telephone: (815) 806-9986 Fax Number: (815) 464-8691

E-mail Address: djury@geoconcompanies.com

Authorized Company Signature: 

Print Signature Name: Douglas Jury Title of Official: Laboratory Manager

Date: 03/14/16

Village of Downers Grove – 2016 Material Testing Services

CAMPAIGN DISCLOSURE CERTIFICATE
--

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

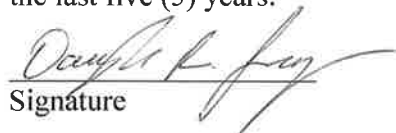
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Douglas Jury
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

**EXTENSION TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
GEOCON PROFESSIONAL SERVICES, LLC**

The Village of Downers Grove, Illinois and Geocon Professional Services, LLC entered into an Agreement ("Agreement") to provide material testing services for the Village's capital improvement projects on or about April 12, 2016. Pursuant to the terms stated therein, the parties desire to extend that Agreement under the following terms:

1. The total not-to-exceed amount shall remain at \$55,000. Unit prices shall also remain the same as the 2016 rates as set forth on Exhibit A attached hereto.
2. All other terms from the 2016 Agreement remain in full force and effect.
3. The extension shall continue until the not-to-exceed price has been reached or until December 31, 2017, whichever occurs first.

VILLAGE OF DOWNERS GROVE

**GEOCON PROFESSIONAL
SERVICES, LLC**

_____

Title

DIRECTOR OF OPERATIONS
Title

Date: _____

Date: 02/09/2017

8. SCHEDULE OF FEES (Prices Effective Until Completion of Projects)

2016 MATERIAL TESTING SERVICES		
DESCRIPTION	UNIT	UNIT PRICE
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	\$157.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	\$157.00
SENIOR ENGINEER	HOUR	\$157.00
PROJECT ENGINEER	HOUR	\$157.00
STAFF ENGINEER	HOUR	\$152.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$108.00
FIELD TECHNICIAN	HOUR	\$108.00
SECRETARY	HOUR	\$72.50
LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	N/A
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	\$10.50
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	N/A
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	N/A
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	\$232.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	\$129.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	\$232.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	\$43.50
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10)	EACH SAMPLE	N/A
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	N/A
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	\$180.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$232.00
DISCRETE SOIL PH	EACH SAMPLE	N/A
DISCRETE SOIL VOC	EACH SAMPLE	N/A
DISCRETE SOIL SVOC	EACH SAMPLE	N/A
DISCRETE SOIL PNA	EACH SAMPLE	N/A
DISCRETE SOIL BETX	EACH SAMPLE	N/A
DISCRETE SOIL RCRA METALS	EACH SAMPLE	N/A
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	N/A
DISCRETE SOIL PCBS	EACH SAMPLE	N/A
DISCRETE SOIL PESTICIDES	EACH SAMPLE	N/A
SPLP METALS	EACH SAMPLE	N/A
TCLP METALS	EACH SAMPLE	N/A
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	N/A
PID METER	DAY	N/A
DYNAMIC CONE PENETROMETER	DAY	N/A
LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST:		
FINE AGGREGATE SIEVE ANALYSIS	TEST	\$144.50
COARSE AGGREGATE SIEVE ANALYSIS	TEST	\$144.50
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$475.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$280.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	\$16.00
EXTRACTION FOR ASPHALT CONTENT	TEST	\$247.50
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	N/A
HMA CORE DENSITY & THICKNESS	EACH CORE	\$54.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	\$134.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	\$185.50
MISCELLANEOUS		
CYLINDER PICK UP	HOUR	\$108.00
MILEAGE	MILE	\$0.65
PID SCREENING	HOUR	\$119.00
SOIL SAMPLING	HOUR	\$108.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT (to be filled in by Village)		

*ALL EQUIPMENT COSTS SHALL BE INCORPORATED INTO THE UNIT COSTS ABOVE



Village of Downers Grove

Contractor Evaluation

Contractor: Geocon Professional Services, LLC

Project: 2016 Material Testing Services

Primary Contact: Doug Jury Phone: 815-806-9986

Time Period: March 2016 to December 2016

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives:

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: Jim Tock, P.E.

Date: 02/17/17