

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/11/2017

SUBJECT:	SUBMITTED BY:
2017 CCDD Consulting Services for Resurfacing Projects	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Clean Construction and Demolition Debris (CCDD) environmental engineering services for the annual roadway maintenance projects to True North Consultants, Inc. of Naperville, Illinois in an amount up to \$21,496.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY17 budget includes \$25,000 in the Capital Projects Fund Fund (Page 4-17, Line 17) for these professional services.

RECOMMENDATION

Approval on the April 11, 2017 consent agenda.

BACKGROUND

The Illinois Environmental Protection Agency (IEPA) instituted Clean Construction and Demolition Debris (CCDD) regulations in 2008 which affect the disposal of debris from construction sites. To comply with these regulations representative soil samples are required to be taken and analyzed from construction sites and an engineers' certification is needed stating that the soil is uncontaminated.

Three consultants were previously pre-qualified for environmental engineering services through a Request for Qualifications. Proposals for this work were solicited from the pre-qualified consultants, with all three firms responding. After reviewing the proposals, True North Consultants, Inc. was identified as the firm that best meets the needs of the Village. True North Consultants, Inc. also proposed the lowest fee. True North Consultants, Inc. has performed similar work for the Village over the past four years with satisfactory results.

ATTACHMENTS

Contract Documents
 Consultant Evaluation



1240 Iroquois Ave, Suite 206
Naperville, Illinois 60563

P : 630 717 2880
F : 630 689 5881

mail@consulttruenorth.com

March 20, 2017

Ms. Stephanie Graves, PE
Staff Engineer
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

**RE: Cover Letter & Executive Summary – Request for Proposal
2017 CCDD Consulting Services – Resurfacing Projects**

Dear Ms. Graves:

In response to the Village of Downers Grove's (Village's) *Request for Proposal for 2017 CCDD Consulting Services – Resurfacing Projects*, True North Consultants, Inc. (True North) is pleased to provide our qualifications for the performance of the services identified therein.

True North is an environmental consulting and engineering firm with corporate headquarters located in Naperville, Illinois (approximately seven (7) miles from Downers Grove) with satellite offices located in Madison, Wisconsin and Reston, Virginia. True North is comprised of diverse range of engineering and science-related professionals dedicated to providing sustainable environmental management solutions. Since our inception in 2008, we have successfully partnered with clients spanning both the private and public sectors to address their environmental health and safety needs.

True North is a Licensed Professional Design Firm (#184.005436), Illinois Department of Transportation (IDOT) Special Services – Hazardous Waste: Simple and Qualified Small Business Enterprise (SBE - #261702603) through the State of Illinois. Our company is also a State-registered firm authorized to do business in the State of Illinois; maintains "good standing" status with the State; and is registered with the State Board of Elections.

True North employs an experienced team of state-licensed professional engineers, industrial hygienists, professional geologists, certified hazardous material managers, and State of Illinois licensed asbestos professionals that are capable of addressing the environmental consulting needs of the Village.

As noted within the RFP, the Village is requesting proposals for CCDD consulting services for the Roadway Maintenance Program (Resurfacing) within the Village. True North personnel



ENVIRONMENT : DEVELOPMENT : INFRASTRUCTURE

have assisted numerous clients in achieving the goals identified RFP, including the Village since approximately 2013, and we are confident we have the breadth and depth of experience to execute the scope of work.

True North's pricing reflects all the costs necessary to execute the requested scope of work inclusive of environmental soil sampling, laboratory analyses, restoration of all sample locations and issuance of appropriate certifications for project areas that meet CCDD regulations. Each project's price includes a 50% contingency for additional testing, if required. True North will complete the identified services by May 12, 2017 or sooner.

In submitting this RFP, I attest that I have examined and understand the requirements of the RFP and certify that all information contained in this response is true, correct and complete. All assessment services performed on behalf of the Village shall be performed by qualified personnel and shall conform to all applicable regulatory requirements. I also hereby declare that True North will comply with all General Provisions and Insurance Requirements contained in this RFP and are committed to providing all resources necessary to complete the scope of work as defined within.

If you have any questions or need any additional information, please do not hesitate to call. We thank you in advance for your consideration of True North and hope to have the opportunity to earn your business.

Regards,

TRUE NORTH CONSULTANTS

Brian S. Mihelich, CHMM
Vice President

Village of Downers Grove – 2017 CCDD Consulting Services - Resurfacing Projects

**REQUEST FOR PROPOSAL**

Name of Proposing Company: True North Consultants, Inc

Project Name: 2017 CCDD Consulting Services – Resurfacing Projects
Proposal No.: Various
Proposal Due: March 20th, 2017; 10:00 A.M.

Pre-Proposal Conference: None

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Date Issued: March 3th, 2017

This document consists of 37 pages, plus Appendix A consisting of 33 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

STEPHANIE GRAVES, P.E.
STAFF ENGINEER
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 Public Works, 5101 Walnut Ave, 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. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and 1 digital copy of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to March 20th, 2017; 10:00 a.m..
- 1.2 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.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: STEPHANIE GRAVES, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 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.
- 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 the Village's 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.
- 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, bonds, 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

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated “Required” on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 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.

4.2 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.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer’s Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village’s Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer’s performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 5101 Walnut Ave, Downers Grove, IL 60515.

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7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village 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 Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

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

10. USE OF VILLAGE'S NAME

- 10.1 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.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 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.

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13. NONDISCRIMINATION

13.1 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 #11246 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.

13.2 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.

14. SEXUAL HARASSMENT POLICY

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

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 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:

15.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection 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.

- 15.1.2 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.
- 15.1.3 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, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 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 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.
- 15.1.5 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.
- 15.1.6 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.
- 15.1.7 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

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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.

16. DRUG FREE WORK PLACE

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

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

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shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

- 18.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor 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 Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.
- 18.2 Contractor 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.
- 18.3 In the event 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.
- 18.4 In the event 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, 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.
- 18.5 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

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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.

- 18.6 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.

19. PATRIOT ACT COMPLIANCE

- 19.1 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.

20. INSURANCE REQUIREMENTS

- 20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile	\$1,000,000	Each Accident

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Liability

Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

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- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 22. COMPLIANCE WITH OSHA STANDARDS**
- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 23. CERCLA INDEMNIFICATION**
- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage,

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personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

25.1 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 submission, an executed Campaign Disclosure Certificate, attached hereto.

25.2 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.

25.3 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.

25.4 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.

26. SUBLETTING OF CONTRACT

26.1 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 Contractor from their obligation or change the terms of the contract.

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

27. TERM OF CONTRACT

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- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 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.
- 29.2 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 Contractor 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.
- 29.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said

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records.

- 29.4 Please send all invoices to the attention of Stephanie Graves, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 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.

31. STANDARD OF CARE

- 31.1. 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 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.

- 31.2 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.

- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): 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.

32. GOVERNING LAW

- 32.1 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.

33. SUCCESSORS AND ASSIGNS

- 33.1 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.

34. WAIVER OF CONTRACT BREACH

- 34.1 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

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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.

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

36.1 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 initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

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

38. NOTICE

38.1 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.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 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.

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III. DETAIL SPECIFICATIONS

40.0 REQUEST

40.1 The Village of Downers Grove (VILLAGE) is requesting proposals for professional services from pre-qualified Environmental Engineering firms (ENGINEER) to provide CCDD consulting services for various projects in the Village of Downers Grove.

41.0 SCOPE

41.1 The scope of the work includes environmental engineering services necessary to evaluate the subgrade soil composition and condition for project locations listed below.

41.2 The minimum scope shall include the following:

- Environmental Soil Sampling and Analysis per Illinois Public Act 96-1416 for CCDD compliance and appropriate certification from licensed professional engineer. NOTE: abridged versions of the Potential Impacted Properties (PIP) analysis reports (prepared by True North Consultants) of the projects listed in Section 41.3 are included as part of the attached Appendix A. Full versions of the Potential Impacted Properties (PIP) analysis reports shall be provided by the VILLAGE upon request.
- All required laboratory tests of the soil samples
- Restoration of all core holes
- Project specific Final Report for each project.
- **For each project, ENGINEER shall include all required testing, plus a 50% contingency for additional testing as may be required to define the limits of any potential contaminants.**
- Provide 662 forms or signed and sealed 663 forms for each project location.
- The Village may elect to split the scope of work and award a contract to more than one ENGINEER. As such, “not to exceed” pricing for each specific project shall be stand alone and shall not rely on the ENGINEER being awarded the entire scope of work.

41.3 Below are the projects to be included in this scope of work. See attached map (in Appendix A) for location information. All projects listed are part of the Village’s Roadway Maintenance Program (Resurfacing) and will include resurfacing, pavement patching, curb and gutter and sidewalk replacement, earth excavation behind the back of curbs and potentially at sidewalk ramps, and turf restoration. Expected depth of excavation for all locations is expected to be +/-2.5’.

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- Grouping 1
 - ST-004(A) Saratoga Ave, Oak Hill Rd to Venard Rd; 35th St to Barneswood Dr; Barneswood Dr to 39th St
 - ST-004(A) Gregory Place, Saratoga Ave to cul-de-sac
 - ST-004(A) Bryce Place, Saratoga Ave to cul-de-sac
 - ST-004(A) Rosewood Place, 31st St to cul-de-sac
 - ST-004(A) Dillon Court, cul-de-sac to cul-de-sac
 - ST-004(A) 38th Street, Dillon Ct to Village limits west of Glendenning Rd

- Grouping 2
 - ST-004(A) Washington Street, 39th St to Ogden Ave
 - ST-004(A) Elm Street, 39th St to 41st St
 - ST-004(A) Douglas Road, 39th St to 40th St, 40th St to 41st St, and 41st St to dead end
 - ST-004(A) Biltmore Road, 39th St to Brentwood Pl
 - ST-004(A) Brentwood Place, Biltmore Rd to cul-de-sac
 - ST-004(A) Herbert Street, west cul-de-sac
 - ST-004(A) 39th Street, Village limits west of Cumnor Rd to Village limits east of Williams St, Fairview Ave to Village limits east of Florence Ave
 - ST-004(A) Florence Avenue, Ogden Ave to dead end
 - ST-004(A) Foxfire Court, Cumnor Rd to dead end
 - ST-004(A) Highland Avenue, Ogden Ave to Grant St
 - ST-004(A) Highland Court, Highland Ave to dead end
 - ST-004(A) Sherman Street, Main St to Highland Ave
 - ST-004(A) Lincoln Avenue, Douglas Rd to Fairview Ave
 - ST-004(A) Indianapolis Avenue, Douglas Rd to Fairview Ave

- Grouping 3
 - ST-004(A) Dunham Rd, 63rd St to Norfolk St

- Grouping 4
 - ST-004(A) Blodgett Avenue, Maple Ave to Randall St
 - ST-004(A) Elmwood Avenue, Maple Ave to Randall St
 - ST-004(A) Hill Street, Blodgett Ave to Grand Ave

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- Grouping 5
 - ST-004(B) 73rd Street, Fairview Ave West to Grand Ave, Blackburn Ave to 73rd St
 - ST-004(B) 74th Street, Fairview Ave West to Grand Ave
 - ST-004(B) Fairview Avenue West, 73rd St to 74th St
 - ST-004(B) 75th Street, Blackburn Ave to Grand Ave
 - ST-004(B) Grand Avenue, 73rd St to 75th St
 - ST-004(B) Blackburn Avenue, 73rd St to 75th St
 - ST-004(B) Fairview Avenue, 75th St to Florence Ave
 - ST-004(B) Florence Avenue, Fairview Ave to 77th St

- Grouping 6
 - ST-004(B) 67th Street, Dunham Rd to Saratoga Ave
 - ST-004(B) 68th Street, Dunham Rd to Saratoga Ave
 - ST-004(B) Saratoga Avenue, 67th St south to dead end
 - ST-004(B) Stanford Avenue, Dunham Rd to Matthias Rd
 - ST-004(B) Matthias Road, Stanford Ave to dead end
 - ST-004(B) Pinewood Drive, Claremont Dr south to dead end; Pinewood Dr to Lemont Rd/Main St
 - ST-004(B) Claremont Drive, Pinewood Dr to Main St
 - ST-004(B) Terrace Drive, 71st St to cul-de-sac
 - ST-004(B) Dexter Road, 71st St to dead end
 - ST-004(B) 71st Terrace, 71st St to cul-de-sac
 - ST-004(B) Springside Avenue, Dexter Rd to Richards Ave
 - ST-004(B) Richards Avenue, Springside Ave to Dexter Rd
 - ST-004(B) Kelly Place, Richards Ave to cul-de-sac
 - ST-004(B) Baker Place, Springside Ave to cul-de-sac
 - ST-004(B) Willard Place, Dexter Rd to cul-de-sac

- Grouping 7
 - ST-004(B) Ridgewood Circle, Dunham Rd to 61st St
 - ST-004(B) Hillcrest Ct, Ridgewood circle to two cul-de-sacs

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41.4 If the ENGINEER perceives that additional services shall be necessary to properly investigate the subsurface conditions, such services shall be specifically listed in the Proposal and their price reflected in the proposed cost of such services.

42.0 PROJECT LOCATION AND LIMITS

42.1 See the Project Location Map included in the attached Appendix A.

42.2 PIP Determination Forms are included in the attached Appendix A. Full PIP reports will be provided by the Village upon request.

43.0 SUBSURFACE EXPLORATION

43.1 The ENGINEER shall determine the existence and location of underground utilities and structures in the area of subsurface exploration. The VILLAGE shall inform the ENGINEER of the existence and location of its underground utilities and structures. The ENGINEER shall be responsible for damage by his forces or those of his subcontractors to underground utilities or structures; provided, however, that the ENGINEER shall not be liable for damages to underground utilities or structures, resulting from the ENGINEER'S reliance on field locations inaccurately marked by employees or agents of the VILLAGE of said underground structures.

43.2. The ENGINEER shall select the sampling locations and depths and types of samples required, log the samples, direct the sampling operation, and supervise the transporting of samples to the laboratory. All samples shall be plotted within two feet horizontally of their true locations and within 0.25 feet of their true vertical elevation.

43.3 The ENGINEER shall be responsible for any and all damage caused by the ENGINEER or his drilling subcontractor except as stated in Section 43.1 above. The ENGINEER shall backfill all boreholes and patch any disturbed pavement with hot mix asphalt material compacted to 95% density.

43.4 The ENGINEER shall establish a field and laboratory testing program designed to provide sufficient data for the preparation of a true and accurate analysis of the site and the preparation of recommendations.

43.5 The ENGINEER shall perform all sampling and testing in accordance with the current standards of the American Society for Testing and Materials (ASTM) for the specific type of sampling or testing involved. The ENGINEER shall also conform his work to the current requirements of the Illinois Department of Transportation (IDOT) for motor fuel tax projects, unless specifically directed otherwise by the VILLAGE.

43.6 The ENGINEER shall establish design parameters based upon laboratory test results, field data and general engineering principles.

43.7 A stand-alone formal report, (as differentiated from field reports) shall be prepared for each specific location by the ENGINEER. Report shall include such exhibits as are necessary to

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illustrate and support the report and recommendation.

- 43.8 The ENGINEER shall perform all required services consistent with accepted standards of practice for professional civil and environmental engineers.

44. PROPOSAL

44.1 The Proposal shall include the following information:

- a. Name of the Projects.
- b. Location of Projects.
- c. A description of proposed work.
- d. A statement describing the Field and Laboratory Testing Program recommended.
- e. A description of the questions to be addressed, types of recommendations to be made, and nature and extent of background information, to be included in the final report.
- f. An estimate of manpower hours, equipment usage, and description and number of tests required to complete the recommended testing program and prepare report, along with the related costs utilizing the fees included as part of this Proposal.
- g. Estimate of Unit Price for Environmental Testing Services as described in section 47.
- h. A “not to exceed” fee for the services for each project location or project group.

45.0 PROPOSAL REVIEW and SELECTION PROCESS

Unless the Village exercises its right to reject all proposals, the contract will be awarded to that responsible Proposer(s) whose Proposal(s), 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.

45.1 Step One:

The Village will review and evaluate each firm’s 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
- Fee

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

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45.2 Step Two:

Village staff will recommend a firm 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 may elect to split the scope of work and award a contract to more than one ENGINEER. As such, "not to exceed" pricing for each specific project shall be stand alone and shall not rely on the ENGINEER being awarded the entire scope of work.**

45.3 Step Three:

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

46.0 PERIOD OF SERVICE

46.1 It is anticipated that notice of award will be given on or before April 7, 2017 and that the project specific services listed in section 41.3 will be complete by May 12, 2017. No additional working days will be granted by the Village for any reason, in that sufficient time is provided to offset any working days lost due to adverse weather conditions. Any costs associated in expediting laboratory testing to meet this deadline shall be borne by the ENGINEER with no additional compensation allowed.

46.2 If the Village exercises its option to terminate this agreement 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.

47.0 SCHEDULE OF PRICES

47.1 The "not to exceed" price for each project shall be completed by the proposer in the schedule below. **The prices below for each project or group of projects shall include, per section 41.2, a 50% contingency for additional testing, if required. In addition, a 20% overall contingency, to be used as needed on these or other projects as deemed necessary by the Village, shall be included in the total contract "not to exceed" price.**

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- Grouping 1
 ST-004(A) Saratoga Ave, Oak Hill Rd to Venard Rd; 35th St to Barneswood Dr; Barneswood Dr to 39th St
 ST-004(A) Gregory Place, Saratoga Ave to cul-de-sac
 ST-004(A) Bryce Place, Saratoga Ave to cul-de-sac
 ST-004(A) Rosewood Place, 31st St to cul-de-sac
 ST-004(A) Dillon Court, cul-de-sac to cul-de-sac
 ST-004(A) 38th Street, Dillon Ct to Village limits west of Glendenning Rd

Group 1 Total Price (including 50% contingency).....\$ 1,732.00

- Grouping 2
 ST-004(A) Washington Street, 39th St to Ogden Ave
 ST-004(A) Elm Street, 39th St to 41st St
 ST-004(A) Douglas Road, 39th St to 40th St; 40th St to 41st St; 41st St to dead end
 ST-004(A) Biltmore Road, 39th St to Brentwood Pl
 ST-004(A) Brentwood Place, Biltmore Rd to cul-de-sac
 ST-004(A) Herbert Street, west cul-de-sac
 ST-004(A) 39th Street, Village limits west of Cumnor Rd to Village limits east of Williams St, Fairview Ave to Village limits east of Florence Ave
 ST-004(A) Florence Avenue, Ogden Ave to dead end
 ST-004(A) Foxfire Court, Cumnor Rd to dead end
 ST-004(A) Highland Avenue, Ogden Ave to Grant St
 ST-004(A) Highland Court, Highland Ave to dead end
 ST-004(A) Sherman Street, Main St to Highland Ave
 ST-004(A) Lincoln Avenue, Douglas Rd to Fairview Ave
 ST-004(A) Indianapolis Avenue, Douglas Rd to Fairview Ave

Group 2 Total Price (including 50% contingency).....\$ 6,772.00

- Grouping 3
 ST-004(A) Dunham Rd, 63rd St to Norfolk St

Group 3 Total Price (including 50% contingency).....\$ 1,235.00

- Grouping 4
 ST-004(A) Blodgett Avenue, Maple Ave to Randall St
 ST-004(A) Elmwood Avenue, Maple Ave to Randall St
 ST-004(A) Hill Street, Blodgett Ave to Grand Ave

Group 4 Total Price (including 50% contingency).....\$ 1,495.00

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•	<u>Grouping 5</u>		
	ST-004(B)	73 rd Street, Fairview Ave West to Grand Ave, Blackburn Ave to 73 rd St	
	ST-004(B)	74 th Street, Fairview Ave West to Grand Ave	
	ST-004(B)	Fairview Avenue West, 73 rd St to 74 th St	
	ST-004(B)	75 th Street, Blackburn Ave to Grand Ave	
	ST-004(B)	Grand Avenue, 73 rd St to 75 th St	
	ST-004(B)	Blackburn Avenue, 73 rd St to 75 th St	
	ST-004(B)	Fairview Avenue, 75 th St to Florence Ave	
	ST-004(B)	Florence Avenue, Fairview Ave to 77 th St	
		Group 5 Total Price (including 50% contingency).....	\$ <u>3,510.00</u>
•	<u>Grouping 6</u>		
	ST-004(B)	67 th Street, Dunham Rd to Saratoga Ave	
	ST-004(B)	68 th Street, Dunham Rd to Saratoga Ave	
	ST-004(B)	Saratoga Avenue, 67 th St south to dead end	
	ST-004(B)	Stanford Avenue, Dunham Rd to Matthias Rd	
	ST-004(B)	Matthias Road, Stanford Ave to dead end	
	ST-004(B)	Pinewood Drive, Claremont Dr south to dead end; Pinewood Dr to Lemont Rd/Main St	
	ST-004(B)	Claremont Drive, Pinewood Dr to Main St	
	ST-004(B)	Terrace Drive, 71 st St to cul-de-sac	
	ST-004(B)	Dexter Road, 71 st St to dead end	
	ST-004(B)	71 st Terrace, 71 st St to cul-de-sac	
	ST-004(B)	Springside Avenue, Dexter Rd to Richards Ave	
	ST-004(B)	Richards Avenue, Springside Ave to Dexter Rd	
	ST-004(B)	Kelly Place, Richards Ave to cul-de-sac	
	ST-004(B)	Baker Place, Springside Ave to cul-de-sac	
	ST-004(B)	Willard Place, Dexter Rd to cul-de-sac	
		Group 6 Total Price (including 50% contingency).....	\$ <u>3,169.00</u>
•	<u>Grouping 7</u>		
	ST-004(B)	Ridgewood Circle, Dunham Rd to 61 st St	
	ST-004(B)	Hillcrest Ct, Ridgewood circle to two cul-de-sacs	
		Group 7 Total Price (including 50% contingency).....	\$ <u>N/A</u>
		Total for Groups 1 through 7 (including 50% contingency)...	\$ <u>17,913.00</u>
		20% Overall Contingency (applied to line above).....	\$ <u>3,583.00</u>
		TOTAL CONTRACT PRICE (sum of two lines above)...	\$ <u>21,496.00</u>

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47.2 Schedule of Unit Prices

Below is a list of environmental testing services that may be required. A unit price for each service shall be provided by the Proposer. Unit prices shall include all labor, equipment and materials for sample collection, testing, and reporting.

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2017 ENVIRONMENTAL ENGINEERING SERVICES		
<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
POTENTIAL IMPACTED PROPERTY ANALYSIS (PIP)	EACH	\$500.00
DISCRETE SOIL PH	EACH SAMPLE	\$12.00
DISCRETE SOIL VOC	EACH SAMPLE	\$140.00
DISCRETE SOIL SVOC	EACH SAMPLE	\$225.00
DISCRETE SOIL PNA	EACH SAMPLE	\$125.00
DISCRETE SOIL BETX	EACH SAMPLE	\$60.00
DISCRETE SOIL RCRA METALS	EACH SAMPLE	\$85.00
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	\$225.00
DISCRETE SOIL PCBS	EACH SAMPLE	\$85.00
DISCRETE SOIL PESTICIDES	EACH SAMPLE	\$175.00
SPLP METALS	EACH SAMPLE	\$150.00
TCLP METALS	EACH SAMPLE	\$150.00
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	\$1,200.00
DRILL RIG W/OPERATOR	½ DAY	\$2000.00
DRILL RIG W/OPERATOR	DAY	\$2,700.00
GEOPROBE W/OPERATOR	½ DAY	\$1,450.00
GEOPROBE W/OPERATOR	DAY	\$2,100.00
TEMPORARY TRAFFIC CONTROL	HOUR	\$175.00
GRAB SAMPLE	EACH SAMPLE	\$185.00
PID SCREENING	HOUR	\$90.00
CHIEF ENGINEER	HOUR	\$150.00
SENIOR ENGINEER	HOUR	\$125.00
PROJECT ENGINEER/PROJECT MANAGER	HOUR	\$115.00
FIELD ENGINEER (INCLUDES HAND AUGER TO 5' DEPTH)	HOUR	\$90.00
LAB/FIELD TECHNICIAN	HOUR	\$85.00
ADMIN/SECRETARIAL	HOUR	\$55.00
MILEAGE (ONCE IN VILLAGE LIMITS; TRAVEL TO/FROM VILLAGE INCLUDED IN ABOVE RATES)	MILE	\$.60
PREPARATION OF SIGNED LPC #662	EACH FORM	\$300.00
PREPARATION OF SIGNED LPC #663	EACH FORM	\$500.00

*ALL EQUIPMENT, MATERIALS, AND OTHER INCIDENTAL COSTS SHALL BE INCORPORATED INTO THE UNIT COSTS

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48.0 CONTACT PERSON

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

Stephanie Graves
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-5487
Fax 630-434-5495
sgraves@downers.us

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IV. PROPOSER'S RESPONSE TO RFP

(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.)

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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 Proposal Is To Be Considered For Award

PROPOSER:

True North Consultants, Inc.

Company Name

Date: 03/20/2017

1240 Iroquois Ave, Suite 206

Street Address of Company

Bmihelich@consulttruenorth.com

Email Address

Naperville, IL 60563

City, State, Zip

Brian Mihelich

Contact Name (Print)

630-717-2880

Business Phone

224-387-6125

24-Hour Telephone

630-689-5881

Fax



Signature of Officer, Partner or Sole Proprietor

Michael Brennan, Vice-President

Print Name & Title

ATTEST: If a Corporation



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 – 2017 CCDD Consulting Services - Resurfacing Projects



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: True North Consultants, Inc
ADDRESS: 1240 Iroquois Ave, Suite 206
CITY: Naperville
STATE: Illinois
ZIP: 60563
PHONE: 630-717-2880 FAX: 630-689-5881
TAX ID #(TIN): 26-1702603

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *[Signature]* DATE: 03/20/2017

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PROPOSER'S CERTIFICATION (page 1 of 3)

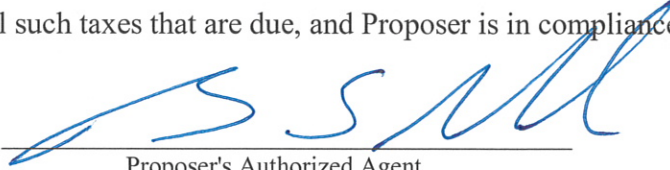
With regard to 2017 CCDD Consulting Services, Proposer True North Consultants, Inc. hereby certifies
 (Name of Project) (Name of Proposer)
 the following:

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 5/2-105(A)(4);
3. 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.
4. 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.
5. 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

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PROPOSER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

2 6 - 1 7 0 2 6 0 3

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 20th day of March, 2017.


Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois,
which operates under the Legal name of True North Consultants, Inc, and
the full names of its Officers are as follows:

President: Ryan LaDieu

Secretary: Brian Mihelich

Treasurer: Michael Brennan

and it does have a corporate seal. (In the event that this Proposal 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:

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PROPOSER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

The Proposer 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? Yes

Insurer's Name Van Gundy Insurance

Agent Mike McGrew

Street Address 101 S. Towanda Ave.

City, State, Zip Code Normal, IL 61761-2101

Telephone Number 309-452-1156

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

Print Name of Company: True North Consultants, Inc.

Print Name and Title of Authorizing Signature: Brian Mihelich, Vice-President

Signature: 

Date: 03/20/2017

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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 Proposer: True North Consultants, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer 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 Proposer will perform with its own forces. The Proposer 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 Proposer 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 Proposer is a participant and that will be performed with the Proposer'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 Proposer 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.**

Does Not Apply

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: Brian Mihelich, Vice-President

Signature: 

Date: 03/20/2017

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BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

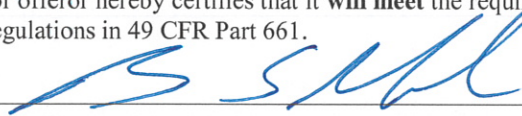
Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name True North Consultants, Inc.

Title Vice-President

Date 03/20/2017

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove – 2017 CCDD Consulting Services - Resurfacing Projects

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

Company Name: True North Consultants, Inc
 Address: 1240 Iroquois Ave, Suite 206
 City: Naperville Zip Code: 60538
 Telephone: () 630-717-2880 Fax Number: () 630-689-5881
 E-mail Address: Bmihelich@consulttruenorth.com
 Authorized Company Signature: 
 Print Signature Name: Brian Mihelich Title of Official: Vice-President
 Date: 03/20/2017

Village of Downers Grove – 2017 CCDD Consulting Services - Resurfacing Projects

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 submission, an executed Campaign Disclosure Certificate.

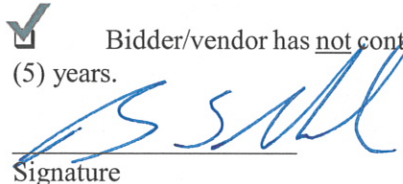
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 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.

Under penalty of perjury, I declare:

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


Signature

Brian Mihelich
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



Village of Downers Grove

Contractor Evaluation

Contractor: True North Consultants, Inc.

Project: 2016 PIP Reports for CCDD Compliance

Primary Contact: Brian Mihelich Phone: 630-717-2880

Time Period: December 2015 to March 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: 03/21/17