

VILLAGE OF DOWNERS GROVE
Report for the Village
10/2/2018

SUBJECT:	SUBMITTED BY:
Stormwater Construction Engineering Services for Prince/Forest Drainage Improvements	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for stormwater construction engineering services to Doland Engineering, LLC of Palatine, Illinois in the amount of \$44,880.00 for the Prince/Forest Drainage Improvements project. The requested award amount includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2017 to 2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 budget includes \$100,000 for professional services in the Stormwater Fund (Page 4-29, Line 21) for this project.

RECOMMENDATION

Approval on the October 2, 2018 consent agenda.

BACKGROUND

The proposed contract with Doland Engineering for stormwater construction engineering services will provide construction observation and resident engineering services during the construction of the Forest/Prince Drainage Improvements project, which includes drainage-related infrastructure improvements, as well as services for project close-out documentation.

In January 2017, staff posted a request for qualifications for municipal construction engineering services. Five firms were pre-qualified to perform this work from eleven submitters. Staff sent a Request for Proposal for municipal construction engineering services for the Forest/Prince Drainage Improvement project to all five short-listed firms on September 12, 2018. Two firms submitted proposals.

After reviewing the proposals, Doland Engineering was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to Doland Engineering based on their understanding of the project, experience with similar projects, and rate of compensation. The total amount that will be paid to the consultant will be based on the actual number of hours worked and the hourly rate included in the proposal, and will not exceed the contract amount. Doland Engineering has satisfactorily provided similar services for the Village's 2017 Watermain Improvement project.

ATTACHMENTS

Contract Document
Consultant Evaluation

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: October 2, 2018
(Name)

RECOMMENDATION FROM: _____ FILE REF: SW-080-18
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

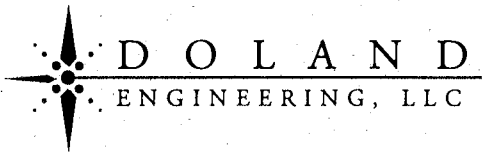
Motion to authorize execution of a contract for engineering services for the Prince/Forest Drainage project (SW-080-18) to Doland Engineering, LLC in the amount of \$44,800.00 plus 10% contingency in the amount of \$4,080 for a total not-to-exceed \$44,880.00.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for engineering services for the Prince/Forest Drainage project (SW-080-18) to Doland Engineering, LLC in the amount of \$44,800.00 plus 10% contingency in the amount of \$4,080 for a total not-to-exceed \$44,880.00.

RECORD OF ACTION TAKEN:



September 18, 2018

Mr. Jim Tock
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

RE: Request for Proposals
Project Name: 2018 Stormwater Construction Engineering Services
Proposal No.: SW-080-18

Dear Mr. Tock,

We are pleased to provide you with this not to exceed proposal for professional engineering consultant services for the above referenced project. This proposal is for comprehensive consulting services including all necessary work that may arise through the project completion. Therefore, the services that we will provide for this project are not limited to those listed and detailed in this proposal. The "not to exceed fee" will be strictly adhered to. The detailed cost breakdown with responsible personnel and their estimated hours is included in this package for your review.

The member of our professional staff who I will assign to represent our firm regarding all matters related to this project will be Jason Doland. Mr. Doland has extensive experience in municipal engineering and are perfectly qualified to serve the Village of Downers Grove in the capacity of construction engineer.

I look forward to the opportunity to work with you and your staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Desiree D. Doland". The signature is fluid and cursive.

Desiree D. Doland, P.E.
C.E.O.

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

**REQUEST FOR PROPOSAL
(Professional Services)**Name of Proposing Company: Doland Engineering, LLCProject Name: 2018 Stormwater Construction Engineering Services
Proposal No.: SW-080-18Proposal Due: Wednesday, September 19, 2018 @ 9:00 A.M. – Public WorksPre-Proposal Conference: None**Required of Awarded Contractor:**Certificate of Insurance: YesLegal Advertisement Published: Wednesday, September 12, 2018This document consists of 28 pages.Return **original** and an **electronic copy** (.pdf) of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:JIM TOCK
ENGINEERING MANAGER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
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. PROPOSER'S RESPONSE
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and an electronic copy in the form of a .pdf file 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 PROPOSAL

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **Wednesday, September 19, 2018 @ 9:00 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 Proposals shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, in a sealed envelope marked “2017 Stormwater Construction Engineering Services.” 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. **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 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

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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 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.

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III. 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

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

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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.

- 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

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performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 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 The Prevailing Wage Act is not applicable to this contract.

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

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disease, or death of the Proposer's employees;

- 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or 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

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- 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.

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 default. 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 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.

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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 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.

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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 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.)

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IV. DETAIL SPECIFICATIONS**1. SCOPE OF SERVICES****1.1 General Scope of Services**

Provide, to the satisfaction of the Village, qualified personnel to adequately perform the requirements stated herein. The Village is requesting proposals from qualified firms to provide a construction engineer to assist Village Staff with full-time observation and contract administration of one project: Prince/Forest Drainage Improvements project. The Village anticipates construction of said projects to begin approximately late September 2018 and be completed by approximately mid-November 2018. Final project close-out will be dependent on satisfactory completion of punchlist by the contractor and may extend into Spring 2019. The prospective construction engineer shall have specific expertise in storm sewer installation procedures, roadway resurfacing and reconstruction, roadside ditching and construction observation.

- A. The construction engineer will act as the on-site representative of the Village in order to help ensure that the project is completed according to the contract documents within the currently approved project budget and schedule.
- B. The construction engineer will be responsible for familiarizing themselves with the plans and specifications for the Prince/Forest Drainage Improvements.
- C. The construction engineer shall document construction activities, observe construction, coordinate appropriate testing and inspection with the Village's testing consultant, and notify/confer with the Village's Project Manager should any issues arise during construction.

1.2 Project Information

The following standards shall govern the construction of the proposed drainage improvements:

- 1. Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014; and
- 2. Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC) as adopted by the Illinois Department of Transportation, January 1, 2018; and
- 3. Water Distribution Specifications, Downers Grove, Illinois, revised January, 2017

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The anticipated construction cost for the Prince/Forest Drainage Improvements project is approximately \$513,000. The scope of the project shall generally consist of the following:

1. Construction of approximately 1,600 linear feet of storm sewer ranging in size from 8” to 21.”
2. Milling and resurfacing of approximately 3,300 square yards of hot-mix asphalt roadway.
3. Patching of approximately 825 square yards of hot-mix asphalt pavement.
4. All other collateral work such as driveway replacements, sidewalk and sodding.

1.3 Project Documents

Project plans and specifications are available for review in .pdf format upon request.

1.4 Pre-construction Services

Ascertain the standard practices of the Village and become familiar with the contract documents, which will include the contract between the Village and the Contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction project and approved changes thereto.

1. Prepare Conformed Bid Documents: Prior to the Village’s issuance of a Notice to Proceed for the work, the Construction Engineer shall conform the drawings and specifications to include all modifications to the documents that were included in any addenda issued to bidders. The Village will print copies as necessary for use by the construction contractor and the Village.
2. Prepare project files, Quantity and IDR Books: The Construction Engineer will prepare project files utilizing Village forms or IDOT forms as may be required, and make copies of Pay Request and Change Order Forms, and Quantity Book and IDR templates.

Note: The consultant shall provide a proposed schedule through the closeout phase to include number of personnel and numbers of hours by individuals that are proposed to be dedicated to the project and during what time periods. It is expected that at least one qualified RE shall be on site monitoring activities from the start of construction through substantial completion. Prospective Consultants may identify a proposed site visit schedule to address these conditions and cost effectiveness.

1.5 Construction Services

This task includes providing Construction Observation services during construction, including those tasks listed below. The Construction Engineer may be required to provide any/all of the on-site resident engineering services as explicitly specified below.

1. Provide on-site representation to accurately document and record by measure and/or computation, all quantities of materials used on the construction project in accordance

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

with the specifications and standard practice of the Village recorded in a Quantity Book (provided by Village). Records of such measurements and computations shall include construction surveys, construction layout and staking measurements, preparing and submitting daily inspection reports (provided by Village), and quality control reporting throughout the entire construction process as the Village's representative. The aforementioned items will be kept in permanent form and become part of the construction project records.

Note: The Village's Project Manager will make available the necessary plans, specifications, copy of the contract, and other guides and instructions to permit the Construction Engineer to accomplish their prescribed duties to the same standards required of the Village's own forces.

2. Verify the Contractor's adherence to the plans, special provisions, permit conditions, and PROWAG/ADA regulations and communicate any issues with Contractor and/or with the Project Manager.
3. Construction Schedule: Monitor the development and maintenance of the construction schedule by the Contractor, and maintain and update the overall project schedule as necessary.
4. Weekly Meetings: Conduct regular weekly meetings with the Contractor and other appropriate project team members including, without limitation, the Village's Project Manager, to coordinate and maintain the construction process.
5. RFIs (Requests for Information): Review and coordinate all RFIs from the Contractor for timely response. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule. Prepare responses to the contractor on behalf of the Village when a RFI is submitted to the Construction Engineer. The Construction Engineer shall log, respond, and maintain a file for each RFI response.
6. Pay Requests: Assist in all applications for payment (on form provided by Village), perform all necessary computations and provide the Project Manager with up to date Quantity Book information for generation of pay requests. Review waivers and certified payroll and make recommendations for payment to the Village's Project Manager.
7. Reports: Provide a weekly report highlighting the construction activities and project percent completion. Provide a monthly update report (1-2 Pages) to the Village that summarizes the status of the Project costs and schedule.
8. Change Orders: Review change order requests for approved extra work items as submitted by the Contractor(s) for appropriateness and accuracy for signature by the Construction Engineer and recommend acceptance and/or payment of such changes to the Village. Note that no extra work may commence without prior written approval by the Village.

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

9. Submittals: Review contractor submittals for conformance to the contract documents and make recommendation to accept, accept as noted, reject, or resubmit.
10. Punch Lists: Develop with the Village's Project Manager and Contractor construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
11. Project Diary: Document and maintain all project records either electronically or by hand throughout the construction process in a Project Diary.
12. Advice and Assistance: Provide advice and assistance to the Village in resolving construction issues, claims, and disputes (excluding legal advice).
13. Prepare Design Clarifications: When, in the judgment of the Village, the intent of the design requires clarification, the Construction Engineer shall prepare sketches and/or written statements to clarify such intent.
14. Prepare Request for Change (RFC): For changes to the contract documents necessary because of unforeseen conditions, changes requested by the Village or changes necessary to incorporate a feature of the design, the Construction Engineer shall prepare drawings, sketches and/or specifications for the change in a RFC format selected by the Village. The RFC will be sent to the Contractor for preparation of a change order proposal.

The Construction Engineer shall then assist the Village in review of the Contractor's proposal and provide a recommendation.

15. Construction Notice Preparation and Delivery: Construction engineer shall prepare and deliver notices to residents and property owners impacted by construction throughout the project. Notices in the form of a Village door hanger or Village approved written notice must be distributed prior to construction events including, but not limited to, water main shutdowns, water service interruptions, or limited driveway access.
16. Testing: Construction Engineer shall schedule geotechnical and material testing services with the Village's material testing consultant for tracking and obtaining all necessary certifications of materials used in the work.

Note: Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the Village and no variation will be permitted except upon written order of the Village. The Village will require qualified QC/QA engineers and inspectors to be on the project site upon request by the Proposer, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of the Village.

17. Record Drawings (a.k.a. as-builts): Coordinate with contractor on record drawings for

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

all construction work completed until completion of the project and any other miscellaneous functions necessary for properly administering the contract documents. Redline record drawings shall be submitted to the Village and shall be reviewed and approved by the Village.

Note: All records shall be submitted to the Village's Project Manager and become the property of the Village. All measurements, records, record drawings and final pay estimate calculations are due not later than four weeks after completion of construction.

18. Equipment, Transportation and Communication: Furnish and possess **on site**, all necessary field survey equipment (i.e. tripod, level, grade rod, 100' tape, etc.) required for inspection of the Contractor's work. Furnish own mode of transportation to and from project sites. Furnish own communication facilities (i.e. cell phones and/or two-way radios) and any safety equipment as required by the Village. These items will be considered "tools of the trade" and no additional compensation will be made for them.

19. Field Office: No field office is anticipated for this work. Construction Engineer shall provide his own vehicle for use in the field at all times.

1.6 Post Construction/Project Close-out Services

This task includes assisting the Village during the project close-out process by providing the following services:

1. Contract Documents: Manage the close-out of the Project; punch list completion and receipt and documentation of all final lien waivers and other close-out documents, such as record drawings.
2. Project Accounting: Close-out the Project accounting and provide the final status of the Project budget.
3. Project File Box: Obtain on behalf of Village, and turn over to Village's Project Manager, plans, specifications, letters of acceptance, and all documentation pertaining to the Project, **neatly organized** in new, legal size, heavy duty, quality, dustproof Banker's Box(es).

2. **PROPOSAL REQUIREMENTS**

2.1 Quantity and Format

One original and one electronic copy in the form of a .pdf file of the Proposal shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be approximately 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included.

2.2 Deadline and Proposal Disposition

Complete, sealed proposals shall be due **NOT LATER than 9:00 A.M. on September 19, 2018 at the Downers Grove Department of Public Works, 5101 Walnut Avenue, Downers Grove, Illinois 60515.** Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. All submittals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

The Firm understands and agrees that the Village of Downers Grove shall have no financial responsibility for an costs incurred by the Firm and its subcontractors in responding to this Request for Proposal and shall not be liable for any Firm or its subcontractors costs attributed to their own study and investigation or design of a specific project until Firm has executed a contract with the Village of Downers Grove and has been authorized in writing to proceed. The Village of Downers Grove reserves the right to terminate this Request for Proposal after three (3) days notice to all prospective Firms.

2.3 Fee Proposal

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not To Exceed” cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your Proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

2.4 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.5 Pre-Proposal Field Review

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

Prior to submitting a Proposal, each prospective Firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the prospective Firm will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Firm and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

The Construction Engineer shall be required to submit, on a regular basis or from time to time, depending on the particular project, certain statements, reports, evaluations, opinions or other similar submissions as a part of Construction Engineering services and responsibilities as delineated herein and as required as a result of subsequent procedures developed in conjunction with the Village covered under the agreement for Construction Engineering services with the Village.

All items submitted by the Construction Engineer to the Village as part of the services on behalf of the Village shall become the sole property of the Village.

3.2 Format and Quantity

The Construction Engineer shall produce all deliverables compatible with, at minimum, Microsoft Office products including Microsoft Word, Excel, Project, and AutoCAD 2013 or newer.

Unless otherwise agreed to in advance by the Village, and excluding drawings, plans, diagrams, samples and similar items, all deliverables shall be in an 8 ½ x 11 portrait format. Landscape format can be used to facilitate a more clear presentation of the information at the Construction Engineer's discretion.

Documents originally produced in or provided to the Construction Engineer in a legal, 8½ x 14 format need not be further reduced or modified. Larger exhibits should, if possible, be provided in an 8½ x 11 format by employing a tri-folded 11 x 17 format insert.

All plans, drawings, diagrams and similar items shall be delineated at a commonly recognized and used engineering scale and shall include north orientation, if applicable, as well as the drawn scale in both a written and graphic form.

3.2 Digital Photo Documentation

In addition to read-only compact discs of photo documentation, two sets of comprehensive project photo documentation submitted in support of observation reports, weekly status meetings, monthly status reports or other shall be provided in three-ring binders and annotated appropriately.

3.3 Final turnover of Construction Engineer's Documents

In addition to properly and chronologically organized hard-copy submissions, the Construction Engineer shall submit two (2) sets of read only compact disk(s) with all

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

executed and received deliverables.

4. CONTACTS

All questions concerning the project and/or submittal should be directed to:

Jim Tock
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-2453, Fax 630-434-5495

5. SCHEDULE OF FEES

Prince/Forest Drainage Improvements – Not-To-Exceed Total Cost

\$ 40,800.00

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

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

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFP document including detail specs and Proposer's response will become the contract with the Village.)

**Proposal
for
Construction Engineering Services
for the
Village of Downers Grove
2018 Stormwater Construction Engineering Services**

Proposal Prepared for:

Mr. Jim Tock
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Proposal submitted by:

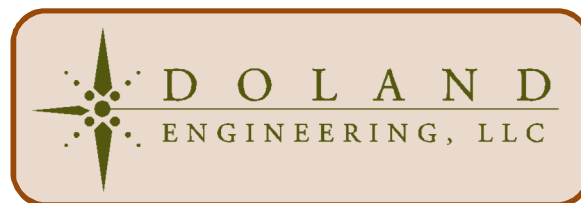


334 E. Colfax Street, Suite C
Palatine, IL 60067
(847)991-5088

September 18, 2018

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4	Project Organizational Chart
5	Proposed Project Schedule
6	Proposed Overall Not-To-Exceed Cost



Project Understanding / Approach

We recognize that this proposal is to cover all construction engineer duties necessary to assist the Village with full-time observation and contract administration of the Prince/Forest Drainage Improvements project. This project is anticipated to begin in mid-September 2018. We will be responsible for the following three major categories of engineering oversight tasks:

- A. Act as on-site representative of the Village
- B. Responsible for familiarizing ourselves with the construction contract and related plans and documents
- C. Document construction activities, observe construction, coordinate testing and notify/confer with Village's project manager on issues which arise during construction

We recognize that the following standards shall govern the construction work:

1. Standard Specifications for Water and Sewer Main construction in Illinois, Seventh Edition, 2014
2. Standard Specification for Road and Bridge Construction as adopted by IDOT, January 1, 2016 along with Supplemental Specifications and Recurring Special Provisions as adopted by IDOT, January 1, 2018
3. Standard Detail Drawings, Village of Downers Grove, Illinois revised January 2018

We understand that the projects generally consist of the following attributes:

- Prince/Forest Drainage Improvements
 - Installation of approximately 1,600 LF of storm sewer
 - Milling and resurfacing of approximately 3,300 square-yards of HMA roadway
 - Patching of approximately 825 square yards of HMA pavement
 - All other collateral work such as driveway replacements, sidewalks and sodding
 - Approximate Project Boundaries
 - Prince Street
 - Forest Avenue
 - Franklin Street
 - Prairie Avenue

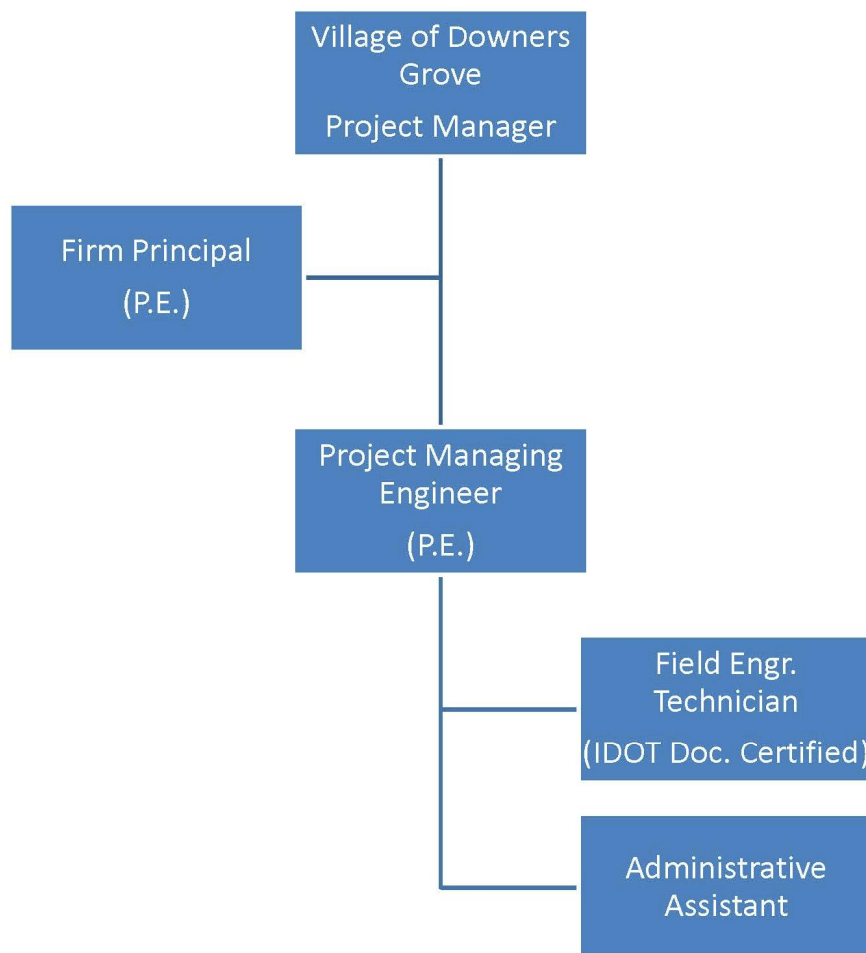
We anticipate the following engineering services will need to be provided by our staff:

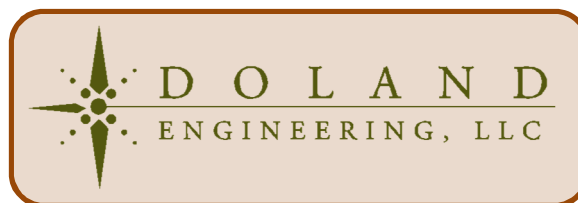
1. Pre-construction Services
 - a) Ascertain the standard practices of the Village and become familiar with the contract documents
 - b) Preparation assistance on conformed bid documents

- c) Prepare project files, Quantity and IDR Books
2. Construction Services
- a) On-site representation to accurately document and record by measure and/or computation all quantities used on the construction project
 - b) Records of construction surveys, construction layout and staking
 - c) Preparing and submitting daily inspection reports and quality control reporting
 - d) Verify contractor's adherence to the plans, special provisions, permit conditions and PROWAG/ADA regulations
 - e) Monitor, maintain and update project schedule
 - f) Conduct regular meetings with contractor and applicable team members
 - g) Review and coordinate all Requests for Information (RFI's)
 - h) Assist in application for payment requests
 - i) Provide weekly construction activity reports
 - j) Review change orders for approval of extra work
 - k) Review contractor's submittals for conformance with contract documents
 - l) Develop project punchlist and monitor its completion
 - m) Maintain a project daily diary
 - n) Advise and assist Village in resolving construction issues
 - o) Prepare design clarifications
 - p) Prepare Requests for Change (RFC)
 - q) Construction notice preparation and delivery
 - r) Schedule geotechnical and material testing
 - s) Coordinate record as-built drawing preparation by contractor
 - t) Furnish and possess on-site all necessary field survey equipment necessary for inspection of contractor's work
 - u) Provide field vehicle for resident engineer's use
3. Post Construction / Project Close-out Services
- a) Manage punchlist completion and documentation of all final waivers, close-out documents and record drawings
 - b) Close-out project accounting and provide status of final project budget
 - c) Provide Project File Box to be compilation of plans, specs, letters of acceptance and all documents pertaining to the project. This will be provided in a neatly organized manner in a heavy-duty dust-proof banker's box(es)



Organizational Chart





Proposed Project Schedule

We are providing two separate scenarios of man-hours for this project. We were initially under the impression that the construction schedule could be as long as 15-weeks in duration, so the first tabulation of man-hours was based upon that expectation. However, now that the contractor has posed a schedule which has a completion date of November 16th with a total construction schedule of 7-weeks, we have included a tabulation of man-hours based upon that construction schedule. The 15-week man-hours are only included to show our consistency in man-hours which change in direct proportion to the construction schedule. The difference in the man-hours illustrates the efficiency that is gained by the shorter construction schedule.

Man-hours associated with a 15-week construction schedule

WORK ITEM (as identified in Project Understanding / Approach)	Principal Engineer	Project Managing Engineer	Engineering Technician	Sr. Engineering Technician
1. Pre-construction Services		4	4	20
a) Ascertain the standard practices of the Village and become familiar with the contract documents				
b) Preparation assistance on conformed bid documents				
c) Prepare project files, Quantity and IDR Books				
2. Construction Services	8	15	200	400
a) On-site representation to accurately document and record by measure and/or computation all quantities used on the construction project				
b) Records of construction surveys, construction layout and staking				
c) Preparing and submitting daily inspection reports and quality control reporting				
d) Verify contractor's adherence to the plans, ...				
e) Monitor, maintain and update project schedule				
f) Conduct regular meetings with contractor and applicable team members				
g) Review and coordinate all Requests for Information (RFI's)				
h) Assist in application for payment requests				
i) Provide weekly construction activity reports				
j) Review change orders for approval of extra work				
k) Review contractor's submittals for conformance with contract documents				
l) Develop project punchlist and monitor its completion				
m) Maintain a project daily diary				
n) Advise and assist Village in resolving construction issues				
o) Prepare design clarifications				
p) Prepare Requests for Change (RFC)				
q) Construction notice preparation and delivery				
r) Schedule geotechnical and material testing				
s) Coordinate record as-built drawing preparation by contractor				
t) Furnish and possess on-site all necessary field survey equipment necessary for inspection of contractor's work				
u) Provide field vehicle for resident engineer's use				
3. Post Construction / Project Close-out Services	2	4		24
a) Manage punchlist completion and documentation of all final waivers, close-out documents and record drawings				
b) Close-out project accounting and provide status of final project budget				
c) Provide Project File Box to be compilation of plans, specs, letters of acceptance and all documents pertaining to the project. This will be provided in a neatly organized manner in a heavy-duty dust-proof bankers box(es)				

Man-hours associated with a 7-week construction schedule (punchlist may extend to Spring 2019)

WORK ITEM (as identified in Project Understanding / Approach)	Principal Engineer	Project Managing Engineer	Engineering Technician	Sr. Engineering Technician
1. Pre-construction Services		4	4	20
a) Ascertain the standard practices of the Village and become familiar with the contract documents				
b) Preparation assistance on conformed bid documents				
c) Prepare project files, Quantity and IDR Books				
2. Construction Services	8	10	16	280
a) On-site representation to accurately document and record by measure and/or computation all quantities used on the construction project				
b) Records of construction surveys, construction layout and staking				
c) Preparing and submitting daily inspection reports and quality control reporting				
d) Verify contractor's adherence to the plans, ...				
e) Monitor, maintain and update project schedule				
f) Conduct regular meetings with contractor and applicable team members				
g) Review and coordinate all Requests for Information (RFI's)				
h) Assist in application for payment requests				
i) Provide weekly construction activity reports				
j) Review change orders for approval of extra work				
k) Review contractor's submittals for conformance with contract documents				
l) Develop project punchlist and monitor its completion				
m) Maintain a project daily diary				
n) Advise and assist Village in resolving construction issues				
o) Prepare design clarifications				
p) Prepare Requests for Change (RFC)				
q) Construction notice preparation and delivery				
r) Schedule geotechnical and material testing				
s) Coordinate record as-built drawing preparation by contractor				
t) Furnish and possess on-site all necessary field survey equipment necessary for inspection of contractor's work				
u) Provide field vehicle for resident engineer's use				
3. Post Construction / Project Close-out Services	2	4		40
a) Manage punchlist completion and documentation of all final waivers, close-out documents and record drawings				
b) Close-out project accounting and provide status of final project budget				
c) Provide Project File Box to be compilation of plans, specs, letters of acceptance and all documents pertaining to the project. This will be provided in a neatly organized manner in a heavy-duty dust-proof bankers box(es)				



Proposed Overall Not-To-Exceed Fee

We have arrived at the following Overall Not-To-Exceed fee. This is based upon the man-hour tabulations detailed previously with the expected 7-week construction schedule with a substantial completion by November 16, 2018.

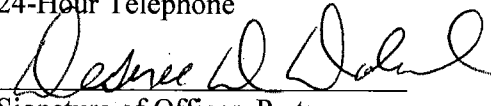
	Principal Engineer	Project Managing Engineer	Engineering Technician	Sr. Engineering Technician
Total Estimated Hours	10	18	20	340
Hourly Rate	\$125.00	\$125.00	\$80.00	\$105.00
Estimated Fee	\$1,250.00	\$2,250.00	\$1,600.00	\$35,700.00
		Total Not to Exceed Fee =		\$40,800.00

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

VI. 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:	
Doland Engineering, LLC Company Name	Date: 09/18/18
334 E. Colfax Street, Suite C Street Address of Company	ddoland@dolandengineering.com Email Address
Palatine, IL 60067 City, State, Zip	Jason Doland Contact Name (Print)
847-991-5088 Business Phone	847-508-6363 24-Hour Telephone
847-934-3427 Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	Desiree D. Doland Print Name & Title
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 – 2018 Stormwater Construction Engineering 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: Doland Engineering, LLC
 ADDRESS: 334 E. Colfax Street, Suite C
 CITY: Paltine
 STATE: IL
 ZIP: 60067
 PHONE: 847-991-5088 FAX: 847-934-3427
 TAX ID #(TIN): 27-3699762

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

SIGNATURE: *Desiree D. Doherty* DATE: 09/18/18

PROPOSER'S CERTIFICATION

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

With regard to 2018 Stormwater Construction Engineering Services, proposer Doland Engineering, LLC 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.

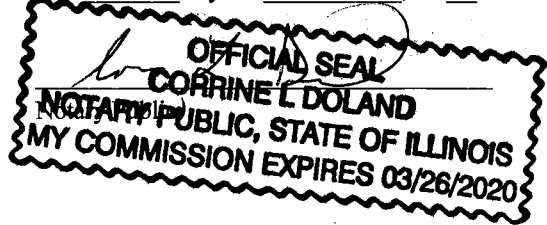
BY: *Desiree Doland*
Proposer's Authorized Agent

2 7 - 3 6 9 9 7 6 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 18 day of SEPT., 2018



(Fill Out Applicable Paragraph Below)

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

(a) **Corporation**

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

President: _____

Secretary: _____

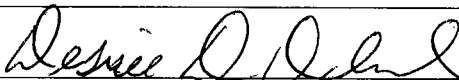
Treasurer: _____

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:

Desiree D. Doland; 1580 Durham Drive, Inverness, IL 60067



The partnership does business under the legal name of: Doland Engineering, LLC
which name is registered with the office of Secretary of State in the state of Illinois.

(c) **Sole Proprietor**

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? Yes

Village of Downers Grove – 2018 Stormwater Construction Engineering Services

Insurer's Name Farmers Insurance

Agent David Mahoney

Street Address 202 S. Cook Street, Suite 204


City, State, Zip Code Barrington, IL 60010

Telephone Number 847-620-5120

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

Print Name of Company: Doland Engineering, LLC

Print Name and Title of Authorizing Signature: Desiree D. Doland, C.E.O.

Signature: 

Date: 09/18/18

Village of Downers Grove – 2018 Stormwater Construction Engineering 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: DOLAND ENGINEERING, LLC

Address: 334 E. COLFAX STREET, SUITE C

City: PALATINE IL Zip Code: 60067

Telephone: (847) 991-5088 Fax Number: (847) 934-3427

E-mail Address: ddoland@dolandengineering.com

Authorized Company Signature: 

Print Signature Name: DESIREE D. DOLAND Title of Official: C.E.O.

Date: 9/18/18

Village of Downers Grove – 2018 Stormwater Construction Engineering 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.

Desiree D. Dolano
Signature

DESIREE D. DOLANO
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

Consultant Evaluation

Consultant: Doland Engineering, LLC.

Project: 2017 Water Main Improvements Contract A & B

Primary Contact: Jason Doland

Phone: 847-991-5088

Time Period: June 2017 – October 2017

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

Difficulties / Positives: Doland Engineering performed work as requested.

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: Scott Vasko

Date: March 2018