

VILLAGE OF DOWNERS GROVE
Report for the Village
4/9/2019

SUBJECT:	SUBMITTED BY:
Contracts for 2019 Material Testing Services	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize contracts for material testing services for capital improvement projects with the following companies:

- Millenia Professional Services of Downers Grove, Illinois;
- SEECO Consultants, Inc., of Tinley Park, Illinois; and
- INTERRA, Inc., of Bolingbrook, Illinois

Each contract is in an amount not-to-exceed \$50,000.00 plus a 10% (\$5,000) contingency. The total amount for all three contracts is not to exceed \$165,000.

STRATEGIC PLAN ALIGNMENT

The Goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY19 budget includes \$165,000 for material testing within the construction budgets for various projects. A summary of the funding locations and levels is provided in the following table:

Fund	Allocation Amount
Capital Fund (Page 4-17, Line 18)	\$71,500
Stormwater Fund (Page 4-29, Line 18)	\$46,750
Parking Fund (Page 4-33, Line 18)	\$8,250
Water Fund (Page 4-35, Line 18)	\$38,500
TOTAL	\$165,000

RECOMMENDATION

Approval on the April 9, 2019 Consent Agenda.

BACKGROUND

Four firms were pre-qualified by the Village for material testing services through a Request for Qualifications that was issued in 2018 for FY19, FY20 and FY21. Unit rates for required testing services were solicited from the pre-qualified firms, with three of the four firms responding. After reviewing the proposals, SEECO

Consultants, Inc., Interra, Inc., and Millenia Professional Services were all identified as firms that best meet the needs of the Village.

Each contract is in an amount not-to-exceed \$50,000.00 plus a 10% (\$5,000) contingency. Services will be provided as requested by Staff and in accordance with the unit prices specified within the contracts.

INTERRA, Inc. and SEECO Consultants, Inc. have satisfactorily provided material testing services for capital improvements projects in 2013, 2014, 2015, 2016, 2017 and 2018. Millenia Professional Services is a new prequalified firm.

ATTACHMENTS

Contract

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: April 9, 2019
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

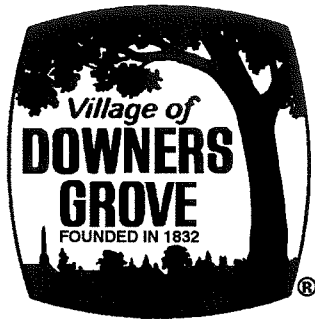
Motion to authorize execution of a materials testing services contract with Millenia Professional Services in an amount not-to-exceed \$55,000.00 for capital improvement projects.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a materials testing services contract with Millenia Professional Services in an amount not-to-exceed \$55,000.00 for capital improvement projects.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Millenia Professional Services

Project Name: 2019 Material Testing Services
Proposal No.: Testing-VariouS 2019
Proposal Due: Wednesday, March 6, 2019 @ 10:00 A.M. –
Public Works Facility, 5101 Walnut Avenue
Downers Grove, IL 60515

Pre-Proposal Conference: None

Required of All Proposers:

Deposit/Bid Bond: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Proposer:

Certificate of Insurance: Yes

Date Issued: Wednesday, February 20, 2019

This document consists of 26 pages.

Return **original** and **one digital copy** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JIM TOCK, PE
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

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.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Wednesday, March 6, 2019 @ 10:00 A.M.**
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, PE, in a sealed envelope marked "SEALED PROPOSAL for 2019 MATERIAL TESTING SERVICES." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

- 2.1 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.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 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.

4. NONDISCRIMINATION

- 4.1 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.
- 4.2 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 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

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

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 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:

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 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.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 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.

7. DRUG FREE WORK PLACE

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

- 7.1 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.
- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PREVAILING WAGE ACT

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

- 8.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 8.6 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.

9. PATRIOT ACT COMPLIANCE

- 9.1 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.

10. INSURANCE REQUIREMENTS

- 10.1 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:
- 10.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 10.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 10.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death

of any person other than the Proposer's employees;

- 10.1.4 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;
 - 10.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 10.1.6 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;
 - 10.1.7 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.
- 10.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 10.3 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.

11. CAMPAIGN DISCLOSURE

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12. SUBLETTING OF CONTRACT

- 12.1 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.

13. TERM OF CONTRACT

- 13.1 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.

14. TERMINATION OF CONTRACT

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

15. BILLING & PAYMENT PROCEDURES

- 15.1 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.
- 15.2 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.
- 15.3 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

16. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 16.1 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.

17. STANDARD OF CARE

- 17.1. 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.

17.2 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.

17.3 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.

18. GOVERNING LAW

18.1 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.

19. SUCCESSORS AND ASSIGNS

19.1 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.

20. WAIVER OF CONTRACT BREACH

20.1 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.

21. AMENDMENT

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

22. NOT TO EXCEED CONTRACT

22.1 The contract price is a "not-to-exceed" cost with the exception of the unit prices for 100-linear feet of right-of-way survey and additional ½ acre of private property survey. 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. The unit prices provided will be used to increase the contract value beyond the "not-to-exceed" price.

23. SEVERABILITY OF INVALID PROVISIONS

- 23.1 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.

24. NOTICE

- 24.1 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.

25. COOPERATION WITH FOIA COMPLIANCE

- 25.1 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.)

III. DETAIL SPECIFICATIONS

1. REQUEST

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

1.1 Project Description

Material testing services will be requested for various types of projects including replacement of sidewalk, open-trench installation of watermain and storm sewer, roadway patching, roadway resurfacing, traditional roadway reconstruction (excavation/aggregate/hot-mix asphalt), and roadway reconstruction via full-depth reclamation. Construction is expected to take place as early as April 2019 and as late as December 2019.

2. SCOPE OF WORK

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

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

3. MATERIAL TESTING

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

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

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

3.4 The ENGINEER shall prepare field reports for each day the ENGINEER'S representative is at the project site. Such daily reports shall include, without limitation, type and quantity of materials placed that day, any instructions given the Contractor, a description of testing

performed, the results of such testing and any other significant observations. The ENGINEER shall also prepare any forms or reports related to material inspections required by IDOT, if applicable.

4. **PROPOSAL**

4.1 The Proposal shall include the following information:

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

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

5. **PROPOSAL REVIEW and SELECTION PROCESS**

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

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

5.1.1 Step One:

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

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

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

5.1.2 Step Two:

Village staff will recommend a firm to Village Council based on the entire submittal package. The Village reserves the right to determine the criteria for and select the best overall qualified firm, in the Village's opinion, to execute the scope of work on behalf of the Village. The Village reserves the right to award contracts for these

services to more than one proposer, each for specific projects and/or for a portion of the overall testing budget for 2019, if it is deemed to be in the best interest of the Village.

5.1.3 Step Three:

Upon the successful negotiation of a WO and Village approval, the Village will send a Notice of Award (NOA) letter to the selected firm(s) followed by a Notice to Proceed (NTP) letter and a list of assigned 2019 Village projects.

6. PERIOD OF SERVICE

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

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

7. CONTACT PERSON

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

Jim Tock, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-2453
Fax 630-434-5495
jtock@downers.us

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

2019 MATERIAL TESTING SERVICES		
<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	\$188.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	\$180.00
SENIOR ENGINEER	HOUR	\$150.00
PROJECT ENGINEER	HOUR	\$115.00
STAFF ENGINEER	HOUR	\$98.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$90.00
FIELD TECHNICIAN	HOUR	\$99.00
SECRETARY	HOUR	\$54.00

LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	\$10.00
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	\$10.00
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	\$75.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	\$120.00
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	\$165.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	\$135.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	\$130.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	\$25.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10)	EACH SAMPLE	*
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	*
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	\$175.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$200.00
DISCRETE SOIL PH	EACH SAMPLE	\$20.00 *
DISCRETE SOIL VOC	EACH SAMPLE	\$105.00*
DISCRETE SOIL SVOC	EACH SAMPLE	\$300.00*
DISCRETE SOIL PNA	EACH SAMPLE	\$145.00 *
DISCRETE SOIL BETX	EACH SAMPLE	\$95.00 *
DISCRETE SOIL RCRA METALS	EACH SAMPLE	\$105.00 *
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	\$210.00 *
DISCRETE SOIL PCBS	EACH SAMPLE	\$110.00*
DISCRETE SOIL PESTICIDES	EACH SAMPLE	\$120.00*
SPLP METALS	EACH SAMPLE	\$210.00*
TCLP METALS	EACH SAMPLE	\$210.00*
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	\$2,000.00 *
PID METER	DAY	\$75.00
DYNAMIC CONE PENETROMETER	DAY	No Charge
LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST: FINE AGGREGATE SIEVE ANALYSIS	TEST	\$125.00
COARSE AGGREGATE SIEVE ANALYSIS	TEST	\$125.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$195.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	\$195.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	\$16.00
EXTRACTION FOR ASPHALT CONTENT	TEST	\$195.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	\$250.00
HMA CORE DENSITY & THICKNESS	EACH CORE	\$45.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	\$150.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	\$175.00
MISCELLANEOUS		
CYLINDER PICK UP	HOURLY	\$50.00
MILEAGE	MILE	\$0.58
PID SCREENING	HOURLY	\$120.00
SOIL SAMPLING	HOURLY	\$95.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT (to be filled in by Village)		

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

*May be provided by sub

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

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

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:

Millennia Professional Services

Date: March 5, 2019

Company Name

jmiller@mps-il.com

2600 Warrenville Rd.

Email Address

Street Address of Company

Jay Miller

Downers Grove, IL 60515

Contact Name (Print)

City, State, Zip

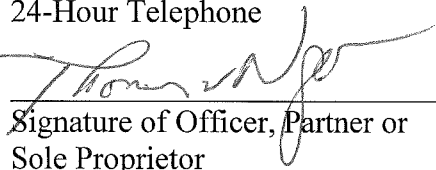
(224) 283-2476

(630) 705-0110

24-Hour Telephone

Business Phone

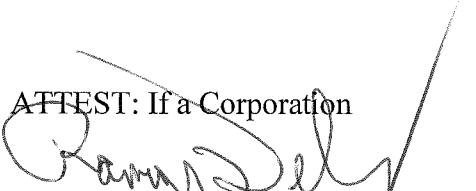
(630) 839-2566


Signature of Officer, Partner or
Sole Proprietor

Fax

Thomas Ngo Principal
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

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.



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: Millennia Professional Services

ADDRESS: 2600 Warrenville Road, Suite 203

CITY: Downers Grove

STATE: Illinois

ZIP: 60515

PHONE: (630) 705-0110 FAX: (630) 839-2566

TAX ID #(TIN): 20-0886076

(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: 

DATE: 3/5/2019

PROPOSER'S CERTIFICATION

With regard to 2019 Material Testing Services, proposer Millennia Professional Services hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

BY: Thomas Ngo
Proposer's Authorized Agent

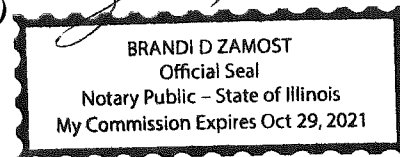
2 0 - 0 8 8 6 0 7 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 5th day of March, 2019.

Brandi D. Zamost
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 Millennia Professional Services, and the full names of its Officers are as follows:

President: Paul Moreno

Secretary: Steve Dietz

Treasurer: Thomas Ngo

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

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

(c) Sole Proprietor

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

Insurer’s Name C.J. Thomas Company inc.

Agent Kris Kortum

Street Address 800 Market Street

City, State, Zip Code St. Louis MO 63101

Telephone Number (314) 657-2942

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

Print Name of Company: Millennia Professional Services

Print Name and Title of Authorizing Signature: Jay Miller- Director

Signature:  _____

Date: 3/5/2019

Apprenticeship and Training Certification

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

Name of Bidder: Millennia Professional Services

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

Millennia materials technicians are signatory to Local 150 which
operates an apprenticeship training program.

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

Print Name and Title of Authorizing Signature: Jay Miller - Director

Signature:  _____

Date: 3/5/2019

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: Millennia Professional Services

Address: 2600 Warrenville Road, suite 203

City: Downers Grove Zip Code: 60515

Telephone: (630) 705-0110 Fax Number: (630) 839-2566

E-mail Address: jmillier@mps-il.com

Authorized Company Signature: 

Print Signature Name: Jay Miller Title of Official: Director

Date: 3/5/2019

CAMPAIGN DISCLOSURE CERTIFICATE

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

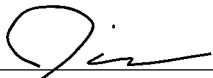
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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



Signature

Jay Miller

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



Millennia Professional Services of Illinois, Ltd.

2600 Warrenville Road · Suite 203 · Downers Grove, Illinois 60515 · (Office) 630.705.0110 · (Fax) 630.839.2566

March 4, 2019

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

Subject: Proposal for 2019 Materials Testing Services

Dear Mr. Tock:

We appreciate this opportunity to present our firm for your consideration in providing professional construction material testing services. Millennia Professional Services (Millennia) is confident that we can provide professional, timely and accurate material testing services for this contract once selected.

Millennia's IDOT and AMRL approved laboratory and staff are conveniently located within the Village of Downers Grove, convenient to all of your project locations.

Millennia is prequalified by IDOT in Quality Assurance HMA & Aggregate, Quality Assurance PCC & Aggregate, and in many other categories that may be beneficial as engineering support for your materials testing projects. Millennia is not only a materials testing and geotechnical engineering firm, but is also a multi-disciplined full service Engineering firm with over a dozen professional Engineers and over 50 technical professionals corporate-wide. Our office in Downers Grove houses our AMRL, CCRL, IDOT approved laboratory and technical staff associated with laboratory and materials testing.

Millennia is fully prepared to support the Village with our materials testing laboratory and field technical staff conveniently located within the Village of Downers Grove. Our local staff is fully prepared to provide testing services for all of the Village's projects including but not limited to: sidewalk replacement, water main and storm sewer installation, roadway patching, resurfacing, reconstruction, and full depth reclamation projects including laboratory and field materials testing of HMA, PCC, soils and aggregates according to prevailing IDOT QC/QA specifications, accepted engineering practices and/or as requested by the Village. Millennia staff have decades of experience providing similar if not identical services to many other municipalities, and are readily available to provide these services to the Village of Downers Grove. With our local office and staff, responsiveness to project assignments, and communication with Village personnel will be simplified and convenient especially for any time sensitive assignments. Reporting will be completed in an expeditious fashion and provided to the Village on IDOT forms or as otherwise requested.

Section 8 of the request for proposal, filled and included herein, shows the detailed schedule of fees for this project. Millennia's capabilities are not limited to the list in this schedule, and additional test procedures are available upon request should they be required. Field and Laboratory testing are not limited to the items listed on the Schedule of Fees in Section 8 of the Detailed Specifications.

This project will be managed from our Downers Grove, Illinois office. The Downers Grove office has a material testing laboratory that has been approved by IDOT and certified by AASHTO to perform quality assurance and quality control testing services for aggregates, soil, Portland Cement Concrete (PCC), and hot mix asphalt (HMA) among other services. Millennia also has additional locations in Morton and Fairview Heights, Illinois and St. Louis, MO which can be utilized for backup equipment and staffing if necessary.

- Laboratory Services – Millennia has a full-service materials laboratory at their Downers Grove facility approved by AMRL and IDOT. The lab is certified to perform soils, concrete and asphalt testing. We have a license with IEMA to own and operate nuclear gauges and have numerous gauges available for use on this project.
- Materials Testing & Laboratory – Millennia has local staff with experience in observing and documenting construction and in performing quality assurance testing services in the lab and in the field. Millennia has field testing technicians available for providing field quality assurance and construction materials testing and observation.
- Engineering Services – Millennia is a full-service engineering firm, with construction inspectors, civil engineers, and geotechnical staff available as needed with prior inspection experience on City projects. Millennia's engineering staff has decades of experience performing and directing construction testing, inspection and investigations, and directing the work of technicians and engineers while they perform construction observation and construction materials testing services.

It is understood that this project is for on call work order type assignment(s) and separate work orders will be agreed to by the Village and Millennia for each project(s) which the Village desires us to provide services. The work order will be approved prior to start of construction.

The Millennia project team will include the following key personnel (resumes attached):

- Ramon Dela Cruz, P.E., Principal Engineer
- Jay Miller, Project Manager
- Tadeusz Wiczkowski, Laboratory Manager
- James Cuadrado, Senior Field Technician

We appreciate the opportunity to propose on this project, and if you have any questions or need additional information with regard to this proposal, please do not hesitate to contact me.

Sincerely,



Jay Miller
Director – Materials Division
Email: jmiller@mps-il.com



STATEMENT OF INTEREST
Village of Downers Grove
2019 MATERIAL TESTING SERVICES

We appreciate the opportunity to present our firm and project team for consideration for your construction materials testing services project. Millennia Professional Services (Millennia) is a certified DBE firm founded in 2004. We are confident our project team will provide professional, timely, and accurate materials testing and laboratory services for this project once selected.

1. IDOT PRE-QUALIFICATIONS AND PROJECT APPROACH

1.1 IDOT Prequalifications

Millennia is prequalified in the categories required by this request for qualification and in the items we will be performing the work. Millennia (as Prime consultant) has an AMRL/IDOT approved materials testing laboratory, with IDOT certified testing technicians available within the Village of Downers Grove once selected and is prequalified in the following categories required for this RFQ:

- QA HMA & Aggregate
- QA PCC & Aggregate

1.2 Project Approach & Understanding

Millennia's approach to this project will be consistent with our project teams past experience with completing similar materials testing and inspection projects, and with the defined scope in the RFQ, including meeting the following requirements as assigned:

- Provide laboratory testing (soils, concrete, and asphalt) including the items listed in Section 8.
- Our local staff is fully prepared to provide testing services for all of the Village's projects as requested and defined in the request for proposal including but not limited to: sidewalk replacement, water main and storm sewer installation, roadway patching, resurfacing, reconstruction, and full depth reclamation projects including laboratory and field materials testing of HMA, PCC, soils and aggregates according to prevailing IDOT QC/QA specifications, accepted engineering practices and/or as requested by the Village.

Millennia will utilize in house services where possible, and quantities of testing make it practical, otherwise in limited situations, where there are specialty tests the Village requires, Millennia is committed to either adding the test in house, or to finding a subconsultant to perform the specialty testing. This approach will maximize the value and the ability to provide turnkey solutions to the Village.

In addition, Millennia will:

- Assist the Village materials personnel and provide sufficient qualified, certified staff to perform all of the required testing and engineering services to complete the project. In addition, Millennia will provide accredited and IDOT certified laboratory and personnel for any laboratory related services.
- Achieve timely completion of the project through frequent discussions of progress and issues with Village supervising personnel. Maintain open communication to:
 - Anticipate and avoid problems.
 - Quickly resolve issues.



- Minimize delays.
- Minimize costs and maximize production.
- Provide quality, certified testing and inspection personnel to the Village to complete assigned tasks on time and under budget.
- Complete assigned laboratory projects at a superior level and in an expeditious fashion.
- Coordinate safety with assigned personnel.
- Complete and submit required deliverables, including test results and reporting from provided laboratory samples and with assigned personnel on IDOT and/or other approved forms.

Project scheduling will be completed through the Village's preferred method of contact (phone, email, text, or webform) directly to the assigned Millennia project manager. Millennia prefers contact for scheduling prior to the completion of the previous construction day, but will make all efforts to cover requested schedules even if the Village is unable to provide the schedule by this time. Millennia prides itself on covering all scheduled activities, and understands that there are sometimes emergency situations that require creative solutions at non typical hours.

Millennia, with our diverse staff of engineers and engineering and materials expertise, has experience with pavement preservation techniques and has previously provided pavement preservation evaluations on materials, cored specimens, and provided preservation plans for other clients on past projects. This unique expertise will help assist the Village in preservation and green technologies in your in house paving and construction programs if and where needed.

2. PROJECT SCOPE

It is further understood that this project is for on call services in a variety of areas, and Millennia is prepared and available to handle this type of materials inspection in the areas described in the RFQ on an as needed basis. Millennia has that capacity and staff available to ensure a timely delivery of all project scope requirements. Millennia does not have any affiliations or combined ownership with local contractors, and therefore does not have any conflicts of interest related to company ownership. In addition, Millennia is committed to ensuring no other conflicts, perceived or real, appear during the duration of this project.

Millennia acknowledges that the Quality Assurance (QA) oversight and Contractor's Quality Control (QC) by the same Consultant on the same project or on material coming in from the same plant are potential conflicts of interest. As such, Millennia will make sure that we do not provide these services and work to avoid all potential conflicts.

Millennia is experienced and capable to provide the scope of work for this service which includes providing field inspections, materials testing, and quality assurance management services for all construction and paving contracts which the Village assigns. These projects/experience include roadway maintenance and resurfacing, detention facility excavation, storm sewer installation, and water main installation. Millennia currently has staff available for assignment that have IDOT Level 1, 2, 3 HMA and PCC certifications including ACI certification and nuclear density gauge technicians with soils certifications and with the associated expertise to perform any tasks assigned by the Village.



MATERIALS TESTING & GEOTECHNICAL PROJECT EXPERIENCE

Over the past several years, Millennia's material testing department has grown into one of the industry leaders in Illinois. Our laboratory and field testing services accomplished this success by providing our clients with high quality service while employing experienced, certified and qualified technicians. Millennia's materials laboratories are AASHTO accredited and Illinois Department of Transportation (IDOT) approved and prequalified, and have provided materials quality assurance similar or identical to this item on several past projects.

Millennia has provided quality assurance laboratory and field inspection directly to local DOT's on past materials inspection projects from our Downers Grove laboratory.

Millennia is also privileged to have been able to provide concrete (PCC), asphalt (HMA), soils, and aggregate Quality Assurance and Control for local municipalities, IDOT, engineering firms, and for large local contractors throughout Illinois. Client services have included analysis and testing of: Portland Cement Concrete cylinders and beams, aggregates, soils, and Hot Mix Asphalt (HMA). Our laboratory experience also includes providing laboratory technical support directly to DOTs, and to the American Concrete Institute where our technical staff helps train industry materials testers the art and science of concrete testing. *Not only are our materials technicians experienced in their field, they also teach others in the industry proper testing procedures and methods.*

Below is a summary of the extensive services that Millennia has provided on our past Quality Assurance (QA) materials testing contracts:

- Provide materials technicians in the field, providing Quality Assurance testing.
- Provide materials laboratory technical staff to complete the associated laboratory Quality Assurance testing, including HMA, Portland Cement Concrete, Soils, Aggregates.
- Provide materials technicians for laboratory support in the client laboratory including Hot Mix Asphalt, Portland Cement Concrete, Aggregates, and Soils.
- Provide Prestressed/Precast Concrete inspection directly at the supplier.

Hot Mix Asphalt (HMA)

- Assisted with HMA coring on PFP and other projects.
- Completed HMA coring and materials evaluation including density and subsurface investigation.
- Completion of laboratory and field sampling and testing of HMA for PFP and other quality assurance projects.
- Provided technical staff in the Materials Lab to determine HMA Volumetrics on dozens of quality assurance projects directly for the DOT.

Portland Cement Concrete (PCC)

- Monitoring air, slump, temperature, and batch to placement time during bridge deck pours and proper documentation of test results.
- Assisted various Resident Engineers with large pavement pours by providing QA testing.
- Calibrated PCC equipment for Resident Engineers and technicians.



MATERIALS TESTING & GEOTECHNICAL PROJECT EXPERIENCE

Aggregates

- Performed sieve analysis on aggregate samples from local Aggregate Suppliers for various quality control / quality assurance projects.
- Performed proctors on aggregate samples to establish lab unit weights of the material for use in field compaction analysis.

Millennia and our professional/technical staff have experience on the following projects:

City of Highland Park- various materials QA and geotechnical support

As a various on call type project, Millennia has supported the City by providing as requested materials testing and geotechnical engineering services. Most recently completing a comprehensive evaluation of existing pavement and a pavement analysis to determine the in place materials and extent of potential materials issues on a specific pavement. The analysis included field and laboratory testing and analysis, including Hot Mix Asphalt, Aggregates and Soils.

ISTHA: Jane Adams, I88, Elgin O'hare & I94 Materials QA Testing Services Upon Request

Millennia Professional Services has served as Independent Assurance under direction of our client and the Illinois State Toll Highway Authority during the expansion of the Jane Addams Memorial Tollway (I-90). Millennia's representatives performed corridor wide magnetic imaging tomography (MIT), and also provided visual inspection of main line concrete pours to ensure proper placement of concrete and reinforcing steel were achieved. This assignment was for independent assurance overseeing the quality assurance and quality control operations on the project including HMA, PCC, soils and aggregates on an as needed on call basis.

Tollway Contract RR-13-9150, Materials Quality Assurance Testing – Systemwide

The scope of services consisted of construction inspection, supervision and material testing at various locations on the Tollway System. Millennia performed quality assurance material field and laboratory testing at various project locations on a work order basis for this client.

Illinois Department of Transportation, Veterans Drive- Materials Quality Assurance

Millennia personnel provided quality assurance Materials Technician(s) for testing and inspection of Portland Cement Concrete (PCC) for air content, slump, compressive strength, and other material properties. Millennia personnel assisted the Materials Coordinator with PCC field testing of five lanes of new pavement on this project. Millennia personnel also completed daily field reports and reported quantities to IDOT through the IDOT QC/QA package.



MILLENNIA PROFESSIONAL SERVICES



AASHTO
ACCREDITED

Quality Assurance (PCC, HMA, Aggregates)

Millennia Professional Services (MPS) was founded in 2004 on the principle that exceptional quality engineering work is the result of experience, efficiency, intense dedication, and a diverse set of ideas.

Our mission is to enable our public and private sector clients to succeed at their goals by providing exceptional quality, unparalleled economic value, and consistent timely delivery; and by developing synergistic client relationships built on trust.

MPS is a certified Disadvantage Minority Business Enterprise (DBE/MBE) prequalified by the Illinois Department of Transportation and servicing private and public sector clients across Illinois and Missouri. We provide material testing services on: concrete, asphalt, aggregates, soils and other construction materials. Our team of experienced, licensed professionals provides a wide variety of services to meet your business needs with high quality, high value results. MPS has fully equipped laboratories accredited by IDOT, AASHTO Resource (AMRL), CCRL, ASTM, and O'Hare airport.

Field Services*

- Soils and Geotechnical
- Controlled Earth Fills
- Portland Cement Concrete (PCC)
- Hot Mix Asphalt (HMA)
- Reinforcement Bar Observation
- Recycled Concrete Aggregates
- Pervious Concrete
- Resistivity Testing
- Foundation Observation
- Structural Steel Observation
- Construction Inspection
- Surveying (Route and Land)
- Non Destructive Testing of PCC

Laboratory Services*

- Portland Cement Concrete (PCC)
- Modulus of Elasticity
- Hot Mix Asphalt (HMA)
- Extraction Analysis
- Volumetric Analysis
- Soils Classification
- Unconfined Compressive Strength
- Aggregates
- Recycled Aggregates
- Aggregate Gradation Analysis
- Aggregate Specific Gravity
- Compressive Strength of Concrete, Mortar, Grout, Epoxy, etc.

Millennia is centered on the following core values:

- ▲ Providing high quality service and on-time deliverables.
- ▲ Valuing our clients' trust.
- ▲ Understanding our clients' needs and goals.
- ▲ Providing the public with a better quality of life by improving infrastructure.
- ▲ Valuing our employees to maintain our depth of expertise.
- ▲ Promoting corporate values such as open communication, continuous improvement, and open-book management.
- ▲ Always being open minded to new ideas and technologies.
- ▲ Giving back to the community.

Website: www.mps-il.com

PREQUALIFICATION

Location and Design Studies (Rehabilitation)

Highways

- Roadways and Streets
- Freeways

Special Services

- Construction Inspection
- Surveying (Route and Land)
- Quality Assurance HMA & Aggregate
- Quality Assurance PCC & Aggregate
- Sanitary

Special Studies

- Traffic Signals
- Traffic Studies
- Feasibility
- Safety
- Location Drainage

Hydraulic Reports

- Pump Stations
- Waterways: Typical
- Waterways: Complex

Geotechnical Services

- General Geotechnical Services
- Subsurface Explorations
- Structure Geotechnical Reports (SGR)

*Call for additional available services

Chicago Office

Ramon Dela Cruz

2600 Warrenville Road, Suite 203
Downers Grove, IL 60515
630.705.0110

Peoria Office

Paul Moreno

850 North Main Street
Morton, IL 61550
309.321.8141

Metro East Office

Gary Hoelscher

11 Executive Drive, Suite 12
Fairview Heights, IL 62208
618.624.8610

St. Louis Office

Gary Hoelscher

6439 Plymouth Ave, Ste W-129
St. Louis, MO 63133
314.531.3981

Section 3: Key Staff Resumes

Project Manager – Jay Miller

Principal Engineer- Ramon Dela Cruz, P.E.

Laboratory Manager- Tadeusz Wicwkowski

Senior Field Technician- James Cuadrado

Senior Laboratory Technician- Ed Mueller



Experience: Millennia- 1 Month Other- 29 years

JAY D. MILLER*Director – Materials Division***EDUCATION:**

Northern Illinois University

- Bachelor of Science, Environmental Science

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Downers Grove IL, 2018-Present
- Chicago Testing Laboratory, Vice President 1996-2018
- Illinois Department of Transportation, Engineering Technician

CONTINUING EDUCATION:**IDOT:**

- Portland Cement Concrete Level I Technician QC/QA
- Portland Cement Concrete Level II Technician QC/QA
- Portland Cement Concrete Level III Technician QC/QA
- Hot Mix Asphalt Level I QC/QA
- Hot Mix Asphalt Level II QC/QA
- Hot Mix Asphalt Level III QC/QA
- SuperPave Field Control
- Aggregate Gradation Course (5 day)
- Nuclear Density and Moisture Gauge Certified Operator
- S 33 Geotechnical Field Testing and Inspection

Troxler:

- Radiation Safety Officer
- Nuclear Gauge Safety Certification
- HAZMAT Certification

INSTRUCTOR EXPERIENCE:

- IDOT NUCLEAR DENSITY
- IDOT AGGREGATES
- IDOT LEVEL I QC/QA
- IDOT LEVEL III QC/QA
- KENNEDY KING PREPARATORY TRAINING
- IDOT QUALITY ASSURANCE MANAGEMENT

Mr. Miller has almost 30 years of experience directing quality assurance and quality control testing and inspection services operations, including laboratory and field testing of Hot Mix Asphalt (HMA), Portland Cement Concrete (PCC), Soils, and Aggregates. Mr. Miller currently manages and maintains day-to-day operations of field and laboratory material testing operations. He has previously been responsible for directing overall operations, including providing independent assurance management on County, Municipal, Illinois Department of Transportation and Illinois State Toll Highway Authority projects over the last two decades. Mr. Miller has provided quality assurance and control management services for hundreds of County, IDOT and ISTHA projects over his multi-decade career.

PROJECT EXPERIENCE**IDOT PTB 187-04, 184-12, 179-10, 171-01, 163-20 – Illinois Department of Transportation Various, Various Quality Assurance for PCC and HMA, District One**

These projects, and others dating back to 1997, consisted of providing testing technicians directly to IDOT to perform materials testing services as directed by the DOT including laboratory HMA, PCC, PCI, Prestress and aggregates testing technicians in various IDOT and producer site laboratories. Mr. Miller oversaw the independent assurance of these complex projects and acted as direct contact liaison to IDOT materials personnel in dealing with scheduling personnel and review and oversight of performance of all assigned technical staff and lab results. Mr. Miller coordinated all subconsultant activities in conjunction with the client, and met or exceeded posted DBE requirements on each of these complex projects.

Gary Avenue, DuPage County Department of Transportation – Bollinger Lach & Associates, Carol Stream, Illinois – This project consisted of a widening and resurfacing of the existing asphalt pavement. Mr. Miller was responsible for quality assurance management technical support on the project for the client and directly for the County. This project was in need of an escalated schedule, and Mr. Miller successfully oversaw a rapid startup for the client and County which resulted in a successful on time completion. Mr. Miller was also responsible for technical staff scheduling and attending quality meetings with the County, client and contractors.

**JAY D. MILLER***Director – Materials Division*

DuPage County Materials & Geotechnical- Mr. Miller oversaw quality assurance and independent assurance on these projects while at a local testing firm. Responsibilities included providing materials inspection, asphalt, concrete, soils and aggregates directly to the County including laboratory and field staff. This multi-year project was renewed multiple times from 2010 through 2018 and included annual pavement analysis and testing for the Counties pavement maintenance program in addition to geotechnical evaluation and providing materials testing support on various construction materials.

I88 reconstruction and resurfacing – Currently active project, consisting of hot mix asphalt leveling with Stone Matrix Asphalt mixtures from two different contractors where Mr. Miller's firm provided quality assurance testing and laboratory testing. Mr. Miller assigned project personnel for this project and acted as technical support to assigned project personnel, including attending quality meetings with contractors, ISTHA, and Engineering client and support and review of technical reports/results. This high profile project included priority laboratory testing that was turned around in a single day. Project is one of the first lump sum projects for the ISTHA, and has an aggressive completion schedule.

Illinois State Toll Highway Authority, Materials Upon Request and Construction Upon Request – The scope of the work included multiple upon request projects, including providing construction inspection and materials testing for I294, I88, and I355 corridor projects among others. Mr. Miller acted as project manager and support of the technical team for each of the associated projects, including support on micro surfacing of I88 and also managed our subconsultants on the project who provided construction inspectors and other construction related support. Mr. Miller was also actively involved in the I355 construction projects, including attending and observing quality assurance meetings with contractor and other quality assurance staff.

Williams Street Stone Matrix Asphalt reconstruction and evaluation – Illinois Department of Transportation, Thornton, Illinois - Mr. Miller served as quality control support on this project for the asphalt contractor who repaved this SMA pavement after a 20-year service life, and also coordinated and provided research and development testing of the existing pavement structure, including testing and analysis of cored specimens of the existing 20 year old SMA pavement. Mr. Miller evaluated the final test results and drafted a technical paper for presentation at the National Asphalt Pavement Associations SMA conference which included an in depth examination of why and how this pavement was successful in such a high traffic loading environment.

Construction Upon Request materials testing coordination – ISTHA, Cotter Consulting, Various locations, various projects -The scope of work included providing Hot Mix Asphalt (HMA), Portland cement Concrete (PCC), and other aggregates and soils testing for the ISTHA through direction of the prime Engineering firm. Mr. Miller acted as Liaison with the client including assigning technical staff to the project and through quality assurance support of reporting and testing results (laboratory and field). Mr. Miller also attended ISTHA and client progress and quality meetings.



Experience: Millennia 14 years

RAMON DELA CRUZ, P.E.
VICE PRESIDENT/SENIOR PROJECT MANAGER

EDUCATION:

Illinois Institute of Technology, Chicago, IL

- Bachelor of Science, Civil Engineering, 1987

PROFESSIONAL REGISTRATIONS:

- Professional Engineer – Illinois, 1994
License No. 062048872

AFFILIATIONS:

- Illinois Association of Highway Engineer
- American Council of Engineering Companies- IL
- Illinois Road & Transportation Builders Association
- American Society of Civil Engineers
- Illinois Society of Professional Engineers
- National Society of Professional Engineers
- Institute of Transportation Engineers

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Vice President/Project Manager, 2004 to Present
- Patrick Engineering, Inc., Sr. Project Manager, 2002 to 2004
- V3 Infrastructure Services, Project Manager, 2000 to 2002
- City of Naperville-Dept. of Transportation & Engineering, Project Engineer, 1999 to 2000
- Illinois Department of Transportation, Project Engineer, 1988 to 1999

CONTINUING EDUCATION:

- IDOT Professional Advancement of Career Engineers (P.A.C.E.) Class III

IDOT SEMINARS:

- Documentation (06-0627)
- Erosion and Sediment Control and Planning and Design
- Staging and Traffic Control
- Roadside Safety
- Managing Consultant Projects
- Pavement Design
- Agreement/Summary of Quantities/Letting Process
- Specification, Special Provisions and Plan Notes
- Interview Training Seminar
- National Highway Institute
- Metric Training for Highway Agencies
- Urban Drainage Design
- AASHTO Roadside Design Guide
- AASHTO Design for New Pavement
- Techniques for Pavement Rehabilitation
- Context Sensitive Solutions (CSS) Approach

Mr. Dela Cruz has over 29 years of experience, including 11 years with Illinois Department of Transportation. He has been involved in a variety of transportation project phases including preliminary engineering, final design, construction, coordination, project management, plan reviews, and proposal development. His computer skills include MicroStation, Geopak, and Microsoft Office.

Project EXPERIENCE**Illinois Route 53 (FAP 870) At Illinois Route 56, DuPage County, Illinois Department of Transportation, District 1**

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting. Developed interconnect signal plans, permanent traffic signal plans, temporary traffic signal plans, pavement elevation plans, pavement jointing plans, and noise wall plans. The scope of work consists of the reconstruction of Illinois Route 53 and Illinois Route 56 intersection. The scope also includes new traffic signals, lighting and drainage improvements.

Various Phase II Projects, Various Routes, Various Counties, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for the improvement of the following projects:

- FAU 2706 (IL Rte 43) Over IL Rte 120 (Belvidere Rd)
- FAP 353 US 30 (Lincoln Hwy) Over Thorn Creek
- FAP 066 (US Rte 14) Over Lawrence Creek
- FAP305 (Willow Road) East of Shermer
- US 12/45 at Addison Creek
- FAU 3562 (Joliet Road) over Flag Creek

The scope of work consisted of bridge/culvert improvements, pavement resurfacing, widening and reconstruction, traffic signal modernization, and drainage improvements.

FAP 303 (Illinois Route 173) At Tiffany Road, Section: 134-N-1, Lake County, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting. The scope of work consists of pavement widening and resurfacing (channelization), installation of new traffic signals, and proposed closed drainage system.

Western Avenue over Cal-Sag Channel, Cook County, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates. Services included developing the maintenance of traffic plan to facilitate the



RAMON DELA CRUZ, P.E.
VICE PRESIDENT/SENIOR PROJECT MANAGER

vehicular traffic movement during construction. The scope of work consists of improving the bridge carrying Western Avenue over the Cal-Sag, Metra Rock Island District railroad line, Broadway Street and Canal Street. The scope includes superstructure replacement, lighting, retaining walls, and pavement improvement.

Galena Boulevard over FAP 573 (Illinois Route 56), Kane County, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting.

The scope of work consisted of removal and replacement of the Galena Boulevard bridge deck including parapet walls, concrete median and approach slabs over Illinois Route 56. The scope also included pavement resurfacing, widening at the ramp intersection returns and traffic signal installation.

US Route 30 - Illinois Route 59 (Division Street) to North of I-55, Will County, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting. The services consisted of the preparation of erosion control plans and the Storm Water Pollution Prevention Plan (SWPPP). The scope of work for this location consists of widening and reconstruction of US Route 30 from Illinois Route 59 to North of I-55. The improvement includes a bridge deck replacement carrying US 30 over Lily Cache Creek, construction of a multi-use path, proposed sidewalk, drainage improvements, and traffic signal modernization at the Renwick Road, Lily Cache Road and West Frontage intersections.

Various Routes, Locations and Counties, Illinois Department of Transportation, District 1

Project Manager: Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for the improvement of the following projects:

- US 12/20/45 (Mannheim Road), from Berteau Avenue to US 20 (Lake Street), Cook County
- Pulaski Road - I-55 to 87th Street, Cook County.
- US 20 –East Plank Road to Weld Road, Kane County
- IL Route 83 – IL Rte 64 to Washington Street, DuPage County
- IL Route 83 – Washington Street to IL Rte 64, DuPage County
- IL Route 126 – County Line Road to US Rte 30, Will County
- Cottage Grove Ave – 83rd Street to 92nd Street, Cook County
- IL Route 38 – IL 38 (Lincoln Hwy) at Peck Rd., Kane County
- Roosevelt Rd – Bristol Avenue to 9th Avenue, Kane County
- IL 64 – 7th Avenue to IL Rte 59, DuPage & Kane Counties
- US Route 20 – West of Randall Road to West of Shales Parkway, Kane & Cook Counties

The scope of work consisted of HMA milling, pavement patching, combination concrete curb and gutter removal and replacement, frame and lid/grates adjustments, resurfacing with leveling binder and HMA surface course, placement of thermoplastic pavement markings, raised reflective pavement markers and detector loop replacement.

Warehouse District - Tiger II

City of Peoria/Hanson Professional Services

Project Manager: Provided Phase II engineering services, which included the preparation of contract plans, specifications and estimates. Developed the maintenance of traffic plan to facilitate the vehicular traffic movement during construction. The project area encompassed 22 blocks within the portion of Peoria known as the Warehouse District. The 22-block study area is bound by Persimmon Street, Jefferson Avenue, Walnut Street, and the Illinois River. The scope of work consisted of improving, redesigning and reconstructing the streets, intersections, utilities and sidewalks within the Warehouse District in order to create a livable and walk-able public infrastructure that is appropriate to the development of a mixed-use neighborhood.



Experience: Millennia- 6 years Other- 7 years

TADEUSZ WICZKOWSKI
Director of Operations - Materials

EDUCATION:

Academy of Mining and Metallurgy, Krakow, Poland

- Bachelor of Science Mining and Mineral, 1986
- Master of Science, Petroleum Engineering, 1988

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Downers Grove IL, 2013-Present
- Material Service Testing, Laboratory Manager, 2008-2012
- H.H. Holmes Testing Laboratories, Laboratory Manager, 2005-2008

CONTINUING EDUCATION:

IDOT:

- Portland Cement Concrete Level I Technician QA/QC
- Portland Cement Concrete Level II Technician QA/QC
- Portland Cement Concrete Level III Technician QA/QC
- Hot Mix Asphalt Level I QA/QC
- Hot Mix Asphalt Level II QA/QC
- Hot Mix Asphalt Level III QA/QC
- Aggregate Gradation Course (3 day)
- Aggregate Grad Upgrade Course (2 day)
- Nuclear Density and Moisture Gauge Certified Operator
- S 33 Geotechnical Field Testing and Inspection
- Specific Gravity Testing

ACI:

- Concrete Laboratory Testing Technician – Level I
- Concrete Field Technician – Grade I
- Aggregate Testing Technician – Level I
- Compressive Strength Technician
- Supplemental Examiner

NCMA:

- Certified Concrete Masonry Testing Technician

Troxler:

- Radiation Safety Officer
- Nuclear Gauge Safety Certification
- HAZMAT Certification

Other:

- Educational Session on Lime-Treated Soil

Mr. Wiczkowski has 13 years of experience directing laboratory testing and managing materials testing laboratories. He is responsible for all laboratory inspections and equipment calibrations. He has provided documentation and performed required tests per ASTM and AASHTO standard specifications to ensure compliance with State (IDOT) and Federal (AASHTO resource and CCRL) regulations. Mr. Wiczkowski manages and maintains day-to-day operations of both field and laboratory material testing operations. Recently, he has been involved with the ACI Illinois Chapter by serving as a supplemental examiner for the following courses: compressive, concrete field, and aggregate technician.

PROJECT EXPERIENCE

CDF Mass Grading - O'Hare Airport, Chicago Illinois

The project consisted of mass grading work for the new central deicing facility of the airport. The project included the mobilization of more than 2.2 million cubic yards of soil. Mr. Wiczkowski served as a Field and Laboratory Manager. His duties included: coordinating field inspections, laboratory and field testing. MPS representatives oversaw all field operations which included lime modification to strengthen the embankment.

MWRD – 06-155-3S, Salt Creek Interception Sewer 2 Rehabilitation, SSA-

This project consisted of rehabilitation of 32,800 ft. of intercepting sewer pipes. The sizes of the pipes varied from 10" in diameter to 7'0" x 7'0" concrete pipes. The contractor used Geopolymer in the spray-on lining system. Mr. Wiczkowski served as a lead materials consultant. He was involved in the verification of determining the water-cement ratio for the Geocrete material to maximize the strength of the material while still maintaining the workability during application.

Runway 9C-27 East Package- O'Hare Airport, Walsh Construction, Chicago Illinois –

This project measure 11,245 feet long by 200 feet long. The scope of work includes pavement, demolition, utility demolition, building demolition, earthwork, grading, and utilities. Mr. Wiczkowski provided laboratory and field testing services. MPS representatives tested soil, aggregates, and concrete materials to meet standard project specifications.



TADEUSZ WICZKOWSKI
Director of Operations - Materials

MWRD – 11-054-3P Disinfection Facilities, Terrence J. O'Brien Water Reclamation Plant –
The scope of the work included the construction of multiple UV disinfection buildings that provides clean water today to more than 1.3 million people in a 143 square mile radius. MPS representatives oversaw the all field operations which included soil compaction, concrete placement and utilities.

Runway 10C/28C East Paving and Taxiways - O'Hare Airport, Walsh Construction, Chicago Illinois - Mr. Wiczkowski served as the Contractors Materials Testing Laboratory Manager. The scope of work included mass earthwork, utility installation and relocation, underdrain installation, duct bank installation for electrical and communication, fuel line installation, placement of base materials, installation, marking and grooving of concrete pavements, runway and taxiway lighting, and signage installation.

Runway 10C/28C West Paving and Electrical - O'Hare Airport, Walsh Construction, Chicago, Illinois -The scope of work included mass earthwork, various underground utility installation and relocation, placement of base materials, installation, marking and grooving of concrete pavements, runway and taxiway lighting, and signage installation.

Union Pacific Railroad Relocation - O'Hare Airport, Walsh Construction, Chicago, Illinois - Mr. Wiczkowski served as the Contractors Materials Testing Laboratory Manager. The scope of work involved the construction and relocation of approx. 2 miles of double track for UPRR. The construction was inclusive of excavation and earthwork for grade preparation, installation of drainage improvements, the installation of continuous welded rails, installation of ballast stone, testing of the new track and the installation of a cargo access road alongside the new track.

Cargo Area Site Preparation and Interim Ditch - O'Hare Airport, TJ Lambrecht, Chicago, Illinois - Mr. Wiczkowski served as the Contractors Materials Testing Laboratory Manager. The scope included the installation of erosion control measures, excavation of the interim ditch, preparation of the sub-grade, embankment of the ditch line and associated landings, soil modification and the installation of the associated drainage structures.



Experience: Millennia- 2 years Other- 18 years

JAMES CUADRADO TECHNICIAN V

EDUCATION:

Illinois State University, Criminal Justice
1997-1999

AFFILIATIONS:

- American Concrete Institute
- American Welding Society
- American Society of Non-Destructive Testing
- International Code Council

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services of Illinois,
Materials Inspector
May 2017 to Present
- Apprenticeship and Skill Improvement Program (A.S.I.P.) Local 150
CMI Instructor
August 2010 to May 2017
- Operating Engineers Local 150
Business Agent
August 2005 to August 2010
- Flood Testing Labs. Inc.
Materials Inspector
May 1997 to August 2005

CONTINUING EDUCATION:

- ACI Level 1 Concrete
- IDOT PCC Level 1
- Mixture Aggregate Technician
- IDOT Bituminous Concrete Level I
- IDOT S-33 Soils Field Testing and Inspection
- DOT Nuclear Density Hazmat
- Nuclear Gauge Safety
- Post Tensioning Institute Level 1 & 2
Unbonded PT Inspector
- ICC Spray-applied Fireproofing Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Structural Masonry Special Inspector
- Face Floor Flatness

Mr. Cuadrado is a Local 150 construction field material tester with over 20 years of experience in the material testing field. His responsibilities include day-to-day testing of concrete, mortar, grout, asphalt and compactions of soil, as well as steel inspections, decking, fireproofing, shear studs, torque testing, slip critical connections and flatness testing.

PROJECT EXPERIENCE

Illinois Tollway Authority South Parking Lot:

Provided quality control inspection services for all concrete, soils and asphalt. Concrete inspection was performed for all concrete pavement, sidewalk and shoulder placement. Nuclear Density and cores were performed for the main parking area.

O'Hare Taxiway 9C:

Duties included providing concrete quality control services including inspection and compliance verification for ¼ mile of pavement patchwork.

O'Hare Central De-icing Facility:

Provided Quality Control for soil backfill and embankment backfill for the joint venture Tollway and O'Hare project on York Road. Duties included Dynamic Cone Penetration testing, nuclear density testing and lime stabilization.

613 Diversey Parkway, Chicago, IL

Field technician for a new residential development consisting of a two (2) story slab-on-grade commercial buildings, one (1) single story slab on grade commercial store front. In addition, the buildings will be founded on a shallow foundation grade beam design system. Duties include weld and bolting inspection, concrete and reinforcement inspection and soil compaction.

Ogden Avenue (Frontenac Street to Long Grove Drive)

Duties included providing concrete quality control services including inspection and compliance



JAMES CUADRADO
TECHNICIAN V

verification for ¼ mile of bridge patchwork.

Soldier Field

Principal certified welding inspector and senior material technician. The project involved the demolition of the existing interior and stripping down to the bare bones of the existing structure. New interior and structural steel was built and reinforced to resist wind forces. The scope was quality control services which included materials testing and structural steel.

Midway Airport Concourse A

Duties included caisson inspection and foundation inspection. Concrete and reinforcement inspection was performed for all concrete slab placement. Structural bolting and welding inspection was performed for the concourse structure. Ultrasonic Testing was performed on full penetration welds.

Instructor for Construction Material Inspectors

Duties included writing curriculum for ICC Special Inspection courses, instructing ICC Spray-applied Fireproofing, ICC Structural Masonry, ICC Structural Steel and Bolting, ICC Welding. Instructed peripheral courses, blueprint reading for Materials Inspectors, welding for Material Inspectors and concrete testing.



Experience: Millennia 4 years Other- 36 years

EDWARD R. MUELLER
*Technician I***EDUCATION:**

Elmhurst College – Elmhurst, IL

- BA Music Education
- BA Geography

PROFESSIONAL EXPERIENCE

- Millennia Professional Services, Laboratory Technician, 2014 - Present
- Behnke Materials Engineering, Lab Supervisor, 2010 – 2013
- S.T.A.T.E., Laboratory Technician, 2012
- Claude H. Hurley Company, Field and Lab Technician, 1974 - 2010

CONTINUING EDUCATION:

- Certified Windsor Probe Technician

IDOT:

- Portland Cement Concrete Technician Level I
- Portland Cement Concrete Technician Level II
- Portland Cement Concrete Technician Level III
- Asphalt Concrete Technician Level I
- Asphalt Concrete Technician Level II
- Mixture Aggregate
- Aggregate Technician Upgrade

WISDOT:

- Aggregate Technician I
- Concrete Strength Testing

MQS Training Group:

- Basic Ultrasonic Inspection
- Ultrasonic Weld Inspection

Mr. Mueller has 40 years experience in laboratory and field testing of HMA, PCC Soils, and Aggregates. Mr. Mueller is currently responsible for performing testing of construction materials in an IDOT and AMRL and CCRL approved laboratory.

Union Pacific Railroad Car Maintenance Facility, North Lake, IL

Field Technician Contractors Materials Testing

The scope of work involved the evaluation of subgrade soils for embankment and track support.

The construction of aerial crane foundations for car repair. Testing, of plastic PCC for USDOT compliance. The installation of PGES embankment for ballast and track support.

DuPage County Courthouse Campus

Mr. Mueller staked soil boring locations from locations selected by the Project Engineer. The scope included supervision of four drill crews on 300 soil boring locations, visual classification of the soil samples selecting representative samples and transporting to the laboratory and performing additional tests including water content, unconfined compression, atterberg limits and hydrometer grain size analysis. Also included was delayed water level readings for engineering analysis. During construction Mr. Mueller video documented before and after sheet pile installation. Vibration monitoring was also performed during sheet pile vibra hammer installation.

Laboratory Technician and Lab Supervisor

The scope included testing and documentation of PCC materials, aggregate, HMA, and soils. Soils testing included visual classification of soils, classifications by grain size analysis atterberg limits, and organic content by ignition and wet combustion testing soil for corrosion activity on ductile iron pipe, testing soil for engineering properties by one dimensional consolidation and triaxial consolidation per, ASTM, AASHTO and AMRL specifications. Photographic documentation of pavement cores for material type and thickness for forensic use in expert witness cases. Served as a field technician on various Illinois Department of Highway, Illinois Tollway, and Commercial and Residential Buildings, performing full scope testing on mass earthwork, PCC Plant and Field placement testing, HMA Plant and Field testing

**EDWARD R. MUELLER***Technician I***Behnke Materials Engineering**

Set up laboratory from used and new purchases for testing of HMA, PCC and Aggregates, performed aggregate testing from Quarry Produced products for WISDOT and IDOT specifications compliance. Checked gradation on aggregates produced at 5 separate Wisconsin Quarry locations for Wisconsin and Illinois specifications.

S.T.A.T.E. Testing

Performed laboratory testing on aggregate and soil for various IDOT and Tollway projects. Testing included organic content by ignition and wet combustion methods, moisture density relationships of soils and aggregates and geologic classification of mineral aggregate for MNDOT.

Madison Street, Chicago 5 story condominium

Monitor installation of 200 drilled and belled deep foundation piers. Tested PCC on drilled piers, grade beams and structural floor slabs.

701 Clark Street, Chicago

Monitored installation of 300 H-piles. Tested PCC of pile caps, foundation walls, high strength PCC columns, and structural floor slabs.

IMC International Sea Port facility, Texas City, Texas

Monitored mass earthwork, installation of pipe-piles, timber piles and sheet piles for 220 foot ship loader conveyor system. Tested PCC for foundations, bollards and railroad unloader structure.

Herbert J. Thomas Memorial Hospital, South Addition, South Charleston, West Virginia

Monitors installed of drilled Piers, tested PCC for grade beams, walls and structural floor slabs.

St. Luke's Hospital, Milwaukee, Wisconsin

Monitor installation of belled drilled piers. Tested PCC for drilled piers, foundation wall and floor slabs.

Superior Ambulance, Office Complex, Elmhurst, Illinois

Tested subgrade soils for foundation support. Tested plastic PCC for foundation walls footings and floor slabs. Tested completed bolted connections. Tested full penetration welds by ultrasonic and dye penetrant and magnetic particle methods. Inspected structural deck for shear stud installation.

Chicago Deep Tunnel

Laboratory Technician testing bedrock and shale cores for unconfined compression, horizontal and vertical permeability, Poisson's ratio, moisture content and specific gravity. The data developed was used in the design of the deep tunnel project.



Experience: Millennia 5 years

ARMANDO MORENO
TECHNICIAN II

EDUCATION:

Illinois State University – Normal, Illinois

- Undergraduate- Bachelors in Applied Science, Construction Management

Triton College – River Grove, Illinois

- Associate in Applied Science, Construction Management
- Architecture Certificate (C448T)

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Downers Grove, Illinois, Laboratory Technician, 2013 - Present
- Concare Inc., Melrose Park, Laborer, 2012 to 2013
- Sander Construction, Northbrook, Illinois, Laborer, 2010 –2011

CONTINUING EDUCATION:

IDOT: Quality Management Training Program

- Portland Cement Concrete Level I
- Portland Cement Concrete Level II
- Portland Cement Concrete Level II
- Hot Mix Asphalt Level I
- Hot Mix Asphalt Level II
- Nuclear Density Tester
- 5 Day Aggregate Technician Course
- S-33 Soils Field Testing and Inspection
- Documentation of Contract Quantities

ACI: American Concrete Institute

- Supplemental Examiner
- Concrete Field Technician - Grade I
- Concrete Strength Testing Technician I
- Aggregate Testing Technician I
- Laboratory Testing Technician I

Troxler:

- Nuclear Gauge Safety Certification
- HAZMAT Certification

Other Training:

- MIT SCAN2-BT Training

Affiliations

- ACI Student Member
- ASTM Student Member
- The National Society of Leadership and Success (Sigma Alpha Pi)

Mr. Moreno has 5 years of experience in construction material testing. He has worked primarily for contractors prior to entering the material testing industry. Currently, he is responsible for conducting the testing of construction materials in an IDOT and AASHTO re:source and CCRL approved Lab including aggregates, asphalt, concrete, and soil according to applicable standards and specifications. Mr. Moreno also has experience in sampling materials, batch plant trial mixes, quality assurance observations, and preparing geotechnical soil boring logs. Currently, he is also a supplemental examiner for the ACI Illinois chapter. His computer skills include AUTOCAD, Revit Architecture, Microsoft Office, and trained in reporting and analyzing data in GeoSystem and gINT software.

EXPERIENCE

MWRD – 06-155-3S, Salt Creek Interception Sewer 2 Rehabilitation, SSA-

This project consisted of rehabilitation of 32,800 ft. of intercepting sewer pipes. The sizes of the pipes varied from 10" in diameter to 7'0" x 7'0" concrete pipes. Mr. Moreno was responsible for the testing of the material used in the spray-on lining system method. He served as the lead quality control technician testing the compressive strength and elasticity of the material. MPS was also involved in different trial batches to identify the water-cement ratio to maximize the strength of the material while still maintaining the workability.

ISHTA 4155, Materials Engineering Services – The project consisted of the expansion on Jane Addams Memorial Tollway (I-90). Mr. Moreno was part of the IA (Independent Assurance) team, verifying and inspecting main line concrete pours. His main duties consisted of MIT Scanning pavement to verify if the alignment of the dowel bars were within specification and measuring depth checks on moment slabs. Also, he was responsible for analyzing and reporting MIT test results obtain the field.

O'Hare Modernization Project (OMP), Taxiway K&L, Chicago, Illinois

– The scope of work included mass earthwork, utility installation, and relocation, underdrain installation, placement of base materials such as RCB. Mr. Moreno served as a Laboratory Technician. MPS provided materials testing services for Walsh Construction including various testing soil samples and aggregates samples. Samples were reviewed and compared with OMP.

PTB 169-03, I-55 Weber – The scope of the project involved sub surface exploration. A total of 36 Boring logs were prepared using gINT software. Lab testing included Water Content, Visual Classification, Atterberg Limits and Combine Analysis.



ARMANDO MORENO

TECHNICIAN II

O'Hare Modernization Project (OMP), North Detention Basin, Chicago, Illinois – Mr. Moreno served as a Laboratory Technician. MPS provided materials testing services for Walsh Construction including various testing soil samples, and aggregates samples. Samples were reviewed and compared with OMP. Soil test included modified proctor, partial size analysis, atterberg limits, and soil classification. Aggregates test included sieve analysis.

O'Hare Modernization Project (OMP), Runway 9C-27C Trunk Sewer System, Jay Dee Construction, Chicago, Illinois – The scope of work for this project involves the construction of 6,750 linear feet of 144-inch diameter sewer and 2,630 linear feet of 72-inch diameter sewer. The work includes the installation of reinforced concrete pipe, demolition and abandonment of existing utilities, miscellaneous pavements. MPS provided laboratory testing for this project testing materials such as aggregates, soils, and concrete.

Congress Parkway Apartments, Crystal Lake, Illinois – The project consisted of the construction of large single- family apartment. They offer a mix of one-, two- and three-bedroom units ranging in size from 672 square feet to 1,173 square feet. It included a clubhouse, playground, picnic area, and a pedestrian path to Crystal Point Mall. MPS performed field and material testing services. Project included soil work, concrete, and asphalt.