

VILLAGE OF DOWNERS GROVE
Report for the Village
4/5/2022

SUBJECT:	SUBMITTED BY:
Award of Contracts for 2022 Material Testing Services	Andy Sikich Public Works Director

SYNOPSIS

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

- Millennia 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 2021 – 2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY22 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 Improvements Fund	\$102,500
Stormwater Fund	\$36,500
Parking Fund	\$4,000
Water Fund	\$22,000
TOTAL	\$165,000

RECOMMENDATION

Approval on the April 5, 2022 consent agenda.

BACKGROUND

Three firms were pre-qualified by the Village for material testing services through a Request for Qualifications that was issued in 2021, for FY22, FY23 and FY24. Unit rates for required testing services were solicited from the pre-qualified firms, with all three firms responding. After reviewing the proposals, Staff has determined all three firms 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 from 2013 through 2021. Millennia Professional Services has satisfactorily provided material testing services for capital improvements projects in 2019, 2020 and 2021.

ATTACHMENTS

Contracts

Village of Downers Grove – RFP 2022 Material Testing Services

**REQUEST FOR PROPOSAL
(Professional Services)**

Name of Proposing Company: SEECO Consultants Inc.

Project Name: 2022 Material Testing Services
Proposal No.: Testing-VariouS 2022
Proposal Due: Thursday, March 10, 2022 @ 10:00 A.M. –
Public Works Facility, 5101 Walnut Avenue
Downers Grove, IL 60515

Pre-Proposal Conference: None

Required of Awarded Proposer:
Certificate of Insurance: Yes

Date Issued: Monday, February 28, 2022
This document consists of 27 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
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at 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 (Professional Services)
- V. PROPOSAL/CONTRACT FORM

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

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to the time and date set forth on the cover page of this RFP.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, PE, in a sealed envelope marked "SEALED PROPOSAL for 2022 MATERIAL TESTING SERVICES." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment,

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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 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 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. SECURITY FOR PERFORMANCE

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

5. DELIVERY

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

6. TAX EXEMPTION

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

7. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

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8. VILLAGE ORDINANCES

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

9. USE OF VILLAGE'S NAME

- 9.1 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.

10. SPECIAL HANDLING

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

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 11.1 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.

12. NONDISCRIMINATION

- 12.1 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.
- 12.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national

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origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

13. SEXUAL HARASSMENT POLICY

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

- 13.1.1 Notes the illegality of sexual harassment;
- 13.1.2 Sets forth the State law definition of sexual harassment;
- 13.1.3 Describes sexual harassment utilizing examples;
- 13.1.4 Describes the Proposer's internal complaint process including penalties;
- 13.1.5 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
- 13.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 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:

- 14.1.1 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.
- 14.1.2 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.
- 14.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf,

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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.

- 14.1.4 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.
- 14.1.5 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.
- 14.1.6 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.
- 14.1.7 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.

15. DRUG FREE WORK PLACE

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

- 15.1 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

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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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

16. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 16.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

17. PREVAILING WAGE ACT

- 17.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 17.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all

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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, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

- 17.3 Since this is a contract for a 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.
- 17.4 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 IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 17.5 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 Bidder's Certification.
- 17.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

18. PATRIOT ACT COMPLIANCE

- 18.1 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

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costs) arising from or related to any breach of the foregoing representations and warranties.

19. INSURANCE REQUIREMENTS

19.1 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:

19.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

19.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

19.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

19.1.4 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;

19.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

19.1.6 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;

19.1.7 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.

19.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

19.3 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.

20. COPYRIGHT/PATENT INFRINGEMENT

20.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

21. COMPLIANCE WITH OSHA STANDARDS

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21.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

22. CERCLA INDEMNIFICATION

22.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

23. BUY AMERICA

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

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

24. CAMPAIGN DISCLOSURE

24.1 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.

24.2 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.

24.3 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.

24.4 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.

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25. SUBLETTING OF CONTRACT

- 25.1 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.

26. TERM OF CONTRACT

- 26.1 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.

27. TERMINATION OF CONTRACT

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

28. BILLING & PAYMENT PROCEDURES

- 28.1 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.
- 28.2 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.
- 28.3 Please send all invoices to Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515. Prior to scheduling services, the Village will inform the Proposer of the Proposer's assigned Village project names, Village project numbers and Village project manager. When submitting invoices, the Proposer must separate invoices by Village project, reference the Village project name and number and send the invoice in attention to the project manager.

29. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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- 29.1 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.

30. STANDARD OF CARE

- 30.1. 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.
- 30.2 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.
- 30.3 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) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

31. GOVERNING LAW AND VENUE

- 31.1 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.

32. SUCCESSORS AND ASSIGNS

- 32.1 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.

33. WAIVER OF CONTRACT BREACH

- 33.1 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.

34. AMENDMENT

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

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35. NOT TO EXCEED CONTRACT

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

36. SEVERABILITY OF INVALID PROVISIONS

- 36.1 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.

37. NOTICE

- 37.1 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.

38. COOPERATION WITH FOIA COMPLIANCE

- 38.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer 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.)

39. COPYRIGHT or PATENT INFRINGEMENT

- 39.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

Village of Downers Grove – RFP 2022 Material Testing Services

III. DETAIL SPECIFICATIONS**1. REQUEST**

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

1.1 Project Description

Material testing services will be requested for various types of projects including, but not limited to, replacement of sidewalk, installation of new sidewalk, open-trench installation of watermain and storm sewer, roadway patching, roadway resurfacing and traditional roadway reconstruction (excavation/aggregate/hot-mix asphalt). Construction is expected to take place as early as March 2022 and as late as December 2022.

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.

Village of Downers Grove – RFP 2022 Material Testing Services

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, if it is deemed to be in the best interest of the Village.

5.1.3 Step Three:

Village of Downers Grove – RFP 2022 Material Testing Services

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 2022 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)

2022 MATERIAL TESTING SERVICES		
DESCRIPTION	UNIT	UNIT PRICE
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	185.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	185.00
SENIOR ENGINEER	HOUR	140.00
PROJECT ENGINEER	HOUR	135.00
STAFF ENGINEER	HOUR	120.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	115.00
FIELD TECHNICIAN	HOUR	118.00
SECRETARY	HOUR	63.00
LABORATORY TESTING (SOILS)		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	5.00
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	8.00
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	150.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	175.00

Village of Downers Grove – RFP 2022 Material Testing Services

COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	210.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	125.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	97.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	72.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10) *	EACH SAMPLE	790.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY) *	EACH SAMPLE	1,580.00
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	210.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	225.00
DISCRETE SOIL PH **	EACH SAMPLE	25.00
DISCRETE SOIL VOC **	EACH SAMPLE	180.00
DISCRETE SOIL SVOC **	EACH SAMPLE	280.00
DISCRETE SOIL PNA **	EACH SAMPLE	145.00
DISCRETE SOIL BETX **	EACH SAMPLE	59.00
DISCRETE SOIL RCRA METALS **	EACH SAMPLE	134.00
DISCRETE SOIL TARGET ANALYTE METALS (TAL) **	EACH SAMPLE	295.00
DISCRETE SOIL PCBS **	EACH SAMPLE	120.00
DISCRETE SOIL PESTICIDES **	EACH SAMPLE	145.00
SPLP METALS **	EACH SAMPLE	225.00
TCLP METALS **	EACH SAMPLE	225.00
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS ** ***	EACH SAMPLE	1,900.00
PID METER	DAY	85.00
DYNAMIC CONE PENETROMETER	DAY	120.00
LABORATORY TESTING (CONCRETE & ASPHALT)		
CONCRETE AGGREGATE TEST: FINE AGGREGATE SIEVE ANALYSIS	TEST	95.00
COARSE AGGREGATE SIEVE ANALYSIS	TEST	105.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	230.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	230.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	20.00
EXTRACTION FOR ASPHALT CONTENT	TEST	220.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	220.00
HMA CORE DENSITY & THICKNESS	EACH CORE	60.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	240.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	180.00
MISCELLANEOUS		
CYLINDER PICK UP	HOUR	NO CHARGE
MILEAGE	MILE	0.70
PID SCREENING	HOUR	105.00
SOIL SAMPLING	HOUR	110.00
TOTAL (NOT-TO-EXCEED) CONTRACT AMOUNT (to be filled in by Village)		

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

*, ** Refer to next page for clarifications and conditions.

***If Code R parameters are run, in lieu of Green Sheet Parameters, for disposal waste profile (as are typically required by Waste Management), then the cost would be \$1,350.00

Village of Downers Grove – RFP 2022 Material Testing Services

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

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

*Includes chemical analysis only - VOCs, SVOCs, Pesticides and PCBs, Total 8 RCRA Metals and pH. Does not include sampling, due diligence or LPC form preparation.

**Standard turnaround time is 5-7 working days. Does not include sampling time.

Note: Overtime rates of 1.35 times the stated rate will be applicable for field personnel for hours in excess of 8 per weekday or Saturday, Sundays and/or Holiday rates are 2.0 times the stated rates. All field charges are portal to portal with a four hour minimum. Onsite cancellations subject to a four hour minimum and telephone cancellations after travel has commenced are subject to a three hour minimum charge.

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

March 9, 2022

Mr. Jim Tock, P.E.,
Assistant Director of Public Works - Engineering
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

PROPOSAL

2022 Material Testing Services – Testing Various 2022,
Downers Grove, IL

Dear Mr. Tock

SEECO Consultants, Inc. is pleased to submit our unit price proposal for the above referenced project. **SEECO is prequalified by IDOT in Quality Assurance (QA) HMA and PCC.**

The testing programs will include – as applicable - the following tasks:

- Density Testing of water main and sanitary and/or storm sewer trench backfill in areas crossing/under pavement –Frequencies will include initial setup and periodic density verifications. Laboratory testing will include sieve analysis and Standard Proctor Test.
- Proofroll and Density Testing and Suitability of Subgrade Soils, Density Testing of Subbase- Laboratory tests may include Standard Proctor Test(s). Additional testing may be performed if unsuitable soils are encountered.
- Placement of Portland Cement Concrete for sidewalk, curb and gutter, light pole foundations, and driveways will be observed and tested for compliance with IDOT specifications. Included will be site Quality Assurance testing, with the exception that site testing sequences may be performed per day of placement. Plant QA services, as needed, will include mix design verifications and raw aggregate gradations. Laboratory testing will include concrete cylinder compressive strength. **No charge for cylinder pickups since a SEECO principal is a Downers Grove resident.**
- Hot Mix Asphalt Site Inspections will include temperature control, rolling pattern determinations and nuclear acceptance density testing. Plant QA may be performed depending on each project's requirements. HMA placed will include Patching, Leveling Binder, HMA Base Course, Binder and Surface Courses. Additional density testing beyond the specified QA requirements may be performed in order to provide daily density testing. Laboratory/Plant QA confirmation testing may include Gyrotory Bulk Density, Big D, extraction gradation analysis and modified fiber content extraction analysis. Although nuclear acceptance for density is anticipated, some testing of HMA cores for density may be performed. Roadway reconstruction may involve full depth reclamation also.

PROPOSAL

2022 Material Testing Services – Testing Various 2022
Downers Grove, IL

March 9, 2022
Page 2

If requested/required, SEECO can perform the tasks to meet IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation and provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on IEPA LPC-663 or 662 Forms. These tasks would include due diligence for the property performed utilizing available IEPA databases to determine the site's proximity to, or location as, Potentially Impacted Property(ies). From the location scheduled for improvements representative soil samples would be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses would also be used to screen the soil samples for the presence of petroleum hydrocarbons. This information will be documented on the IEPA LPC-662 or 663 form, depending on whether it is a residential area or other. The soil probes utilized to obtain the samples would extend to approximately 3-5 feet below the existing surface and will be performed in the areas scheduled for spoil disposal.

Discrete, representative soil sample(s) determined by field observations to be the most conducive to transmitting potential contamination could be chemically analyzed by an Environmental Laboratory for some, if not all, but not limited to the following parameters: VOCs, SVOCs, Pesticides and PCBs, Total 8 RCRA Metals, BTEX, PNAs and/or pH.

If chemical analysis results indicate no contamination above Maximum Allowable Concentrations (MAC), then the soils tested would be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information would be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we would consult with you regarding alternate means of disposal.

Based upon our experience with the Village of Downers Grove projects, we understand that testing services beyond the IDOT minimum requirements may be required and are able to comply with said requests.

Costs will be in accordance with the enclosed Schedule of Fees. Overtime rates of 1.35 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid through 2019 construction season. SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to a four hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

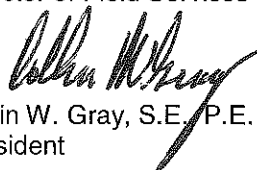
If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President


DCC:arm

Village of Downers Grove – RFP 2022 Material Testing Services

V. PROPOSAL/CONTRACT FORM

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

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

PROPOSER:	
<u>SEECO Consultants Inc.</u> Company Name	Date: <u>March 9, 2022</u>
<u>240 56th Street</u> St Address of Company	<u>cassier@seeco.com</u> Email Address
<u>Tinley Park, IL 60477</u> City, State, Zip	<u>Don Cassier</u> Contact Name (Print)
<u>708-429-1666</u> Business Phone	<u>708-710-4258</u> 13-Hour Telephone
<u>708-429-6192</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Collin W. Gray - President</u> Print Name & Title
 Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove – RFP 2022 Material Testing Services



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: SEECO Consultants Inc.

ADDRESS: 7350 Duvan Drive

CITY: Tinley Park

STATE: Illinois

ZIP: 60477

PHONE: 708-429-1666 FAX: 708-429-6192

TAX ID #(TIN): 36-3458492

(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
- Corporation
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE: 

DATE: March 9, 2022

Village of Downers Grove – RFP 2022 Material Testing Services

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Material Testing 2022, Proposer SEECO Consultants hereby certifies
(Name of Project) (Name of Proposer)
the following:

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

Village of Downers Grove – RFP 2022 Material Testing Services

PROPOSER'S CERTIFICATION (page 2 of 3)

BY: Collin W. Gray
Proposer's Authorized Agent

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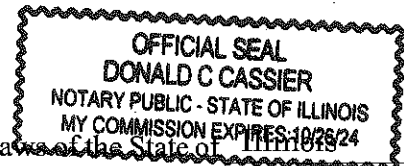
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 9th day of March, 2022.

Donald C. Cassier
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 SEECO Consultants Inc., and the full names of its Officers are as follows:

President: Collin W. Gray

Secretary: Denise A. Gray

Treasurer: Collin W. Gray

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

(b) Limited Liability Company (LLC)

The Proposer is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – RFP 2022 Material Testing Services

PROPOSER'S CERTIFICATION (page 3 of 3)

(c) Partnership

Names 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 _____.

(d) Sole Proprietor

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

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract YES NO (circle one)

Insurer's Name Travelers

Agent USI Insurance Services

St Address 2021 Spring Road

City, State, Zip Code Oak Brook , IL 60523

Telephone Number 630-625-5219

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

Print Name of Company: SEECO Consultants Inc.

Print Name and Title of Authorizing Signature: Collin W. Gray - President

Signature: 

Date: March 9, 2022

Village of Downers Grove – RFP 2022 Material Testing Services

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: SEECO Consultants Inc.

Address: 7350 Duvan Drive

City: Tinley Park Zip Code: 60477

Telephone: (708) 429-1666 Fax Number: (708) 429-6192

E-mail Address: cassier@seeco.com

Authorized Company Signature: 

(Print)Name: Collin W. Gray Title of Official: President

Date: March 9, 2022

Village of Downers Grove – RFP 2022 Material Testing Services

Campaign Disclosure Certificate

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

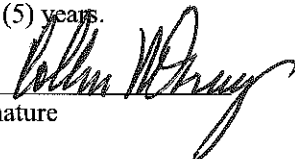
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Collin W. Gray - President
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – RFP 2022 Material Testing Services

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature Collin W. Gray

Company Name SEECO Consultants Inc.

Title Collin W. Gray - President

Date March 9, 2022

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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