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



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

Millennia Professional Services

Project Name: Proposal No.: Proposal Due: 2022 Material Testing Services <u>Testing-Various 2022</u> <u>Thursday, March 10, 2022 @ 10:00 A.M. –</u> <u>Public Works Facility, 5101 Walnut Avenue</u> <u>Downers Grove, IL 60515</u> <u>None</u>

Pre-Proposal Conference:

Required of Awarded Proposer: Certificate of Insurance: Yes

Attached

Date Issued: <u>Monday, February 28, 2022</u> This document consists of <u>27</u> 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

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.

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,

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 <u>Illinois</u> <u>Toxic Substances Disclosure to Employees Act</u>.

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

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 5/1-101et. 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,

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

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 go to the State of Illinois _ Department rates, 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

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

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.

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

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) 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.

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.

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.

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 <u>Project Description</u>

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.

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)

Rates were maintained from 2019 contract where possible...

2022 MATERIAL TESTING SERVICES		
DECRIPTION	UNIT	UNIT PRICE
PROFESSIONAL PERSONNEL SERVICE		
CHIEF ENGINEER	HOUR	\$190.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	\$180.00
SENIOR ENGINEER	HOUR	\$150.00
PROJECT ENGINEER	HOUR	\$120.00
STAFF ENGINEER	HOUR	\$105.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
LAB/ENGINEER TECHNICIAN	HOUR	\$90.00
FIELD TECHNICIAN	HOUR	\$105.00
SECRETARY	HOUR	\$59.00
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	\$95.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	\$120.00

Village of Downers Grove - RFP 2022 Material Testing Services

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	\$2,000.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY)	EACH SAMPLE	\$2,750.00
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	\$185.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	\$225.00
DISCRETE SOIL PH	EACH SAMPLE	\$25.00*
DISCRETE SOIL VOC	EACH SAMPLE	\$125.00*
DISCRETE SOIL SVOC	EACH SAMPLE	\$325.00*
DISCRETE SOIL PNA	EACH SAMPLE	\$155.00*
DISCRETE SOIL BETX	EACH SAMPLE	\$105.00*
DISCRETE SOIL RCRA METALS	EACH SAMPLE	\$125.00*
DISCRETE SOIL TARGET ANALYTE METALS (TAL)	EACH SAMPLE	\$225.00*
DISCRETE SOIL PCBS	EACH SAMPLE	\$125.00*
DISCRETE SOIL PESTICIDES	EACH SAMPLE	\$135.00*
SPLP METALS	EACH SAMPLE	\$225.00*
TCLP METALS	EACH SAMPLE	\$225.00*
WASTE CHARACTERIZATION RCRA GREEN SHEET ANALYSIS	EACH SAMPLE	\$2.250.00
PID METER	DAY	\$85.00*
DYNAMIC CONE PENETROMETER	DAY	No Charge
LABORATORY TESTING (CONCRETE & ASPHALT)	*Provided by	others
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.	\$19.00
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	HOUR	\$105.00
MILEAGE -at prevailing federal rate (note: Millennia lab is in DG)	MILE	\$0.56
PID SCREENING	HOUR	\$130.00
SOIL SAMPLING	HOUR	\$105.00

*ALL EQUIPMENT COSTS SHALL BE INCORPORATED INTO THE UNIT COSTSABOVE

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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.)



Millennia Professional Services of Illinois, Ltd.

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

March 9, 2022

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

Subject: Proposal for 2022 Material Testing Services Testing Various 2022

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 also proud to have successfully provided this service to the Village since 2019, and thoroughly enjoyed working with your team on previous assignments.

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 material 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 identical services directly to the Village of Downers Grove and other municipalities, and are readily available to provide these services to the Village once again in 2022 and beyond. 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. Millennia has repeatedly shown that we were capable of providing quick turnaround on last minute scheduling of projects, due to our immediate availability of local personnel.

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 our 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 Village 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 remain the same as our past three seasons and include the following key personnel (resumes attached):

- Ramon Dela Cruz, P.E., Principal Engineer
- Jay Miller, Project Manager
- Tadeusz Wicwkowski, 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 about 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 2022 MATERIAL TESTING SREVICES

We appreciate the opportunity to present our firm and project team for consideration for your construction materials testing services and Geotechnical 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 this project over the past three seasons, and within 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 fee schedule.

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 required testing and engineering services to complete the project.
- 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.
 - o Minimize delays.
 - Minimize costs and maximize production.

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- 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 or other approved forms.

Project scheduling will be completed through the Village 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. This responsiveness has been repeatedly shown on our past Village project, and we have been able to cover all assignments, including last minute requests.

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 necessary and requested.

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 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 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.

Millennia is intimately familiar with providing materials testing field services for the Village, and will communicate with Village personnel to assign work orders prior to providing any field technical or laboratory services. Millennia will assign individual project numbers to each work order provided by the city and will notate invoices with each city project number to ensure time and reporting are tracked specific to each Village project. Millennia reporting will identify the Village project number, and a summary report will be provided, if requested, for each individual project at the completion of the season.



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.

Village of Downers Grove- various materials QA and geotechnical support

Millennia was selected for this materials and geotechnical testing various, various on call project for the Village of Downers Grove. The project scope is for Portland Cement Concrete, Hot Mix Asphalt, Soils and Aggregate testing support provided directly to the Village.

DuPage County- various drilling and Geotechnical testing

Millennia technical staff provided pavement evaluations and materials testing on various projects throughout the county to provide pavement rehabilitation recommendations and geotechnical analysis and reporting.

City of Lisle- Bridge Rehabilitation

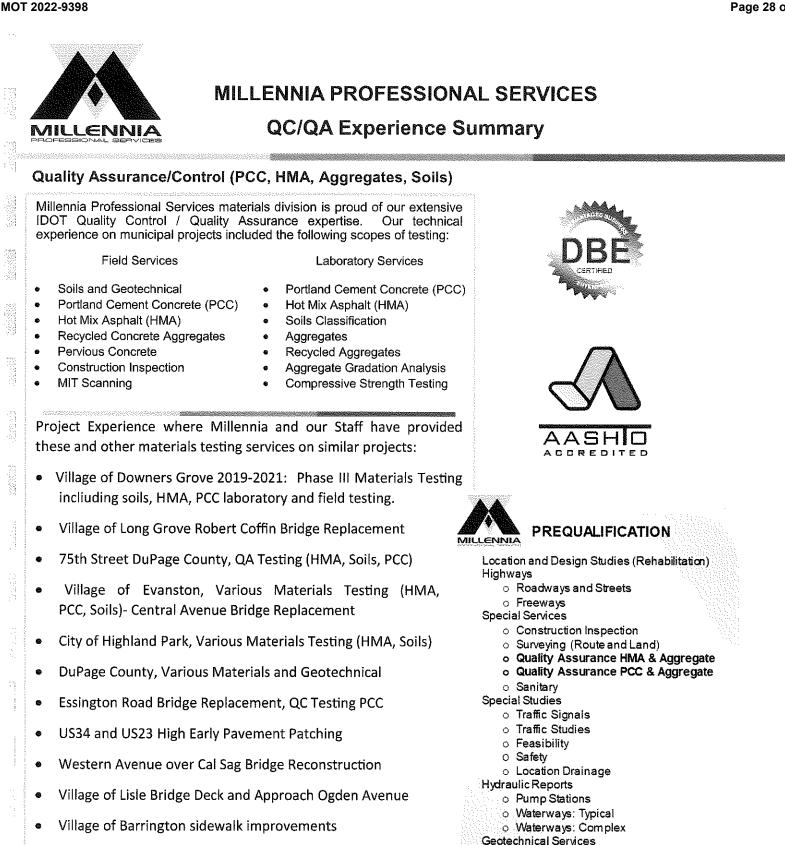
Scope of services for this project included materials quality testing on bridge deck patching and latex overlay and the associated testing of concrete and other project materials. Testing included field services and laboratory testing.

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.



City of Chicago Lake Street Bascule Bridge deck overlay

Peoria Office

Paul Moreno

Morton, IL 61550

309.321.8141

850 North Main Street

Montrose Bridge Over 194 Reconstruction

Chicago Office

630.705.0110

Ramon Dela Cruz

Downers Grove, IL 60515

2600 Warrenville Road, Suite 203

Metro East Office

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

o General Geotechnical Services

o Structure Geotechnical Reports (SGR)

o Subsurface Explorations

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

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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 Field Technicians



EDUCATION:

Northern Illinois University

• Bachelor of Science, Environmental Science. Graduated Cum Laude.

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services, Downers Grove IL, 2018-Present
- Chicago Testing Laboratory, Vice
 President
- Kennedy King College, Adjunct Professor
- Illinois Department of Transportation, Engineering Technician III

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 | 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
- Documentation: 21-18239

Troxler:

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

O'Hare airport certified Signatory

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

JAY D. MILLER Director – Materials Division

Mr. Miller has over 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). Aggregates and Soils. Mr. Miller currently manages and maintains day-to-day operations for both field and laboratory material testing. Jay has previously been responsible for directing overall operations, including providing independent assurance management on Illinois Department of Transportation, O'Hare Airport and Illinois State Toll Highway Authority projects over the last two decades. Mr. Miller has provided quality control and assurance management services for hundreds of IDOT, airport, and ISTHA projects over his multi-decade career, and was the founding lead instructor / developer of the Northern IDOT QC/QA training facility.

PROJECT EXPERIENCE

IDOT PTB 194-12, 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.

Village of Downers Grove- Project managment for this multi-year materials testing concrete providing quality assurance testing of Portland Cement Concrete, Hot Mix Asphalt, and Soils.

DuPage County, Highland Park, Lisle, etc. -

Provided project quality managment of various County and Municipal projects where Millennia Materials provided quality assurance/control testing on soils, HMA, PCC and other project materials. Coordinated all aspects of these project and dozens of other similar quality control/assurance projects.



TADEUSZ WICZKOWSKI

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 | 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 14 years of experience directing laboratory testing and managing materials testina 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 re:source and CCRL) regulations. Mr. Wiczkowski manages and maintains day-today 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

ORD Runway 4R-22L Taxiway Y Rehabilitation -AECOM HUNT CLAYCO - Repaying of runway, taxiway and associated shoulders with P401, P405 and P406 FAA specification pavements. Worked on hot mix and warm mix asphalt paving materials associated with these areas, including volumetric analysis, gradation, and asphalt content as well as compressive strength testing and soils analysis on the project related duct bank and lighting.

Downers Grove Materials:

Provided quality assurance testing for HMA and PCC for various locations throughout the Village over the past 3 years. Duties included backfill inspection, PCC air, slump, cylinder, HMA density and compaction and various materials sampling.

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

Director of Operations - Materials



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 09/10/2021
- 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, slip critical connections and flatness testing.

PROJECT EXPERIENCE

Downers Grove Materials: Provided quality assurance testing for HMA and PCC for various locations throughout the Village over the past 3 years. Duties included backfill inspection, PCC air, slump, cylinder, HMA density and compaction and various materials sampling.

O'Hare Taxiway 9C:

Duties included providing concrete quality control services including inspection and compliance verification for $\frac{1}{4}$ mile of pavement patchwork.

O'Hare Central De-icing Facility:

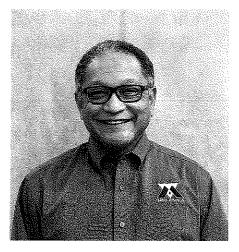
Provided Quality Control for soil backfill and embankment backfill for the joint venture Tollway and O'Hare project on York Road. Duties included Dynamic Cone Penetration testing, nuclear density testing and lime stabilization.

613 Diversey Parkway, Chicago, IL

Field technician for a new residential development consisting of a two (2) story slab-ongrade 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 verification for 1/4 mile of bridge patchwork.



EDUCATION

Bachelor of Science Civil Engineering Illinois Institute of Technology 1987

PROFESSIONAL REGISTRATION

Professional Engineer – Illinois, 1994 License No. 062048872

PROFESSIONAL EXPERIENCE

Millennia Professional Services Senior Project Manager, 2004 – Present

Patrick Engineering, Inc. Sr. Project Manager, 2002 – 2004

V3 Infrastructure Services Project Manager, 2000 – 2002

City of Naperville-Dept. of Transportation & Engineering Project Engineer, 1999 – 2000

Illinois Department of Transportation Project Engineer, 1988 – 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



RAMON DELA CRUZ, PE SENIOR PROJECT MANAGER

SUMMARY

Mr. Dela Cruz has over 32 years of experience, including 11 years with Illinois Department of Transportation. He has extensive background in the transportation project phases including project management, Phase I preliminary design engineering, Phase II final design (PS&E), product delivery, project coordination, and plan reviews. He is also responsible for management of the Downers Grove office, client relationship and business development.

PROJECT EXPERIENCE

IDOT: US 12/20/45 (LaGrange Rd) at Plainfield Road, Cook County – Served as Project Manager. Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting. Also developed interconnect signal plans, permanent traffic signal plans, and temporary traffic signal plans. The scope of work for this project consisted of pavement widening, median removal and replacement, HMA surface removal and resurfacing, pavement patching, and traffic signal modernization.

IDOT: Weber Road, from Normantown Road to 135th Street, Will County – Served as 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, and erosion control plans. The scope of work consisted of pavement reconstruction and widening. The scope also included traffic signals, lighting and drainage improvements.

IDOT: IL Route 72 (FAP 341) at 1-290, Cook County – Served as Project Manager. Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for Letting. Also developed interconnect signal plans, permanent traffic signal plans, and temporary traffic signal plans. The scope of work consisted of pavement widening, median removal and replacement, HMA surface removal and resurfacing, pavement patching, traffic signal modernization, and lighting relocation.

IDOT: IL Route 53 (FAP 870) at IL Route 56, DuPage County – Served as 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.



RAMON DELA CRUZ, PE SENIOR PROJECT MANAGER

PROJECT EXPERIENCE | continued

IDOT: Various Phase II Projects, Various Routes, Various Counties – Served as Project Manager. Provided Phase II engineering services which included the preparation of contract plans, specifications and estimates for the improvement of the following projects where The scope of work consisted of bridge/culvert improvements, pavement resurfacing, widening and reconstruction, traffic signal modernization, and drainage improvements.

- 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

IDOT: FAP 303 (IL Route 173) At Tiffany Road, Section: 134-N-1, Lake County – Served as 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.

IDOT: Western Avenue over Cal-Sag Channel, Cook County – Served as 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 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.

IDOT: Galena Boulevard over FAP 573 (Illinois Route 56), Kane County – Served as 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.

IDOT: US Route 30 - IL Route 59 (Division Street) to North of I-55, Will County – Served as 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.

IDOT: Various Routes, Locations and Counties – Served as 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.



Gabriel Restrepo TECHNICIAN V

AFFILIATIONS:

- American Concrete Institute
- IDOT Materials
- American Portable Nuclear Gauge
 Association

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services of Illinois, Materials Inspector May 2019 to Present
- K-Five Paver Operator August 2014 to May 2019
- Operating Engineers Local 150
 Business Agent
 November 2005 to August 2014
- Flood Testing Labs. Inc. Materials Inspector May 2000 to November 2005

CONTINUING EDUCATION:

- ACI Level 1 Concrete -07/13/2024
- IDOT PCC Level 1
- Mixture Aggregate Technician
- DOT Nuclear Density Hazmat
- Nuclear Gauge Safety
- OSHA 40 Hour
- Hazardous Material Waste Operations and Emergency Response (HAZWOPER)
- OSHA 10 Hour
- STTP-S-33 Field Testing and Inspection

Mr. Restrepo 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 soil.

PROJECT EXPERIENCE

Downers Grove Materials:

Provided quality assurance testing for HMA and PCC for various locations throughout the Village over the past 3 years. Duties included backfill inspection, PCC air, slump, cylinder, HMA density and compaction and various materials sampling. and testing for underground pipe installation.

Mile Long Bridge:

Mr. Restrepo provided overall quality assurance for all soils and embankment testing on this \$170 million-dollar new bridge construction. Gabe's day to day activities included complicated soils testing and analysis on over 70 feet of North approach embankment and fill. Duties also include coordinated soils borrow materials testing and utilization. Also tested density and Dynamic Cone Penetration for lime stabilization activities on the fill operation.

Elgin O'Hare Western Access I-390:

Duties included providing concrete quality control services, testing for embankment backfill and lime stabilization utilizing a Dynamic Cone Penetrometer and Nuclear Density Gauge.

7-Eleven O'Hare:

Mr. Restrepo provided Quality Control for soil backfill and foundation concrete. Duties included monitoring and testing masonry operations.

Various Barrington, Illinois Sidewalks and Pavement:

Duties included providing PCC Level 1 inspection of concrete for sidewalks and curbs. Mr. Restrepo performed inspection and compliance verification for 1 mile of pavement grinding and asphalt placement.



Kelee Boyd

AFFILIATIONS:

- American Concrete Institute
- IDOT Materials
- American Portable Nuclear Gauge
 Association

PROFESSIONAL EXPERIENCE:

- Millennia Professional Services of Illinois, Materials Inspector 2018 to Present
- Flood Testing Laboratories Materials Inspector September 2018 to July 2019
- DLZ Industrial Materials Inspector April 2017 to September 2018
- KalGen Consultants Materials Inspector September 2014 to March 2017

CONTINUING EDUCATION:

- ACI Level 1 Concrete 03/09/2024
- IDOT PCC Level 1
- IDOT PCC Level 2
- Mixture Aggregate Technician
- IDOT Hot Mix Asphalt Level 1
- IDOT Hot Mix Asphalt Level 2
- DOT Nuclear Density Hazmat
- IDOT STTP-S33 Soils Field Testing and Inspection
- Nuclear Gauge Safety
- Hazardous Material Waste Operations and Emergency Response (HAZWOPER)
- OSHA 10 Hour

Ms. Boyd is a construction field material tester with over 6 years of experience in the material testing field. Her responsibilities include day-today testing of concrete, mortar, grout, asphalt and soils. She has experience in the field and at the production facility.

PROJECT EXPERIENCE

Downers Grove Materials: Provided quality assurance testing for HMA and PCC for various locations throughout the Village over the past 3 years. Duties included backfill inspection, PCC air, slump, cylinder, HMA density and compaction and various materials sampling.

Western Avenue- IDOT

Bridge replacement over the Cal Sag, provided quality assurance testing and reporting support on this project for Portland cement concrete (PCC) for the deck and other site concrete.

Elgin O'Hare Western Access I-390 (Tollway):

Duties included providing concrete Quality Assurance services, testing for embankment backfill and lime stabilization utilizing a Dynamic Cone Penetrometer (DCP) and Nuclear Density Gauge as well as Portland Cement Concrete testina bridge for pavement and deck construction. Repeatedly compared with Contractor Quality Control and supported CM with testing specification requirements.

Archer Avenue over I294 (Tollway)

Duties included providing Hot Mix Asphalt (HMA) and concrete quality assurance services including QA comparison testing with contractor for this bridge reconstruction project. Tasks included site HMA density testing on pavement and shoulder and bridge deck concrete testing.

9C-27C O'Hare Rehabilitation:

Ms. Boyd provided quality control for various locations for the O'Hare 9C-27C runway. Duties included backfill inspection and testing.



MILLENNIA PROFESSIONAL SERVICES

Pavement Coring Experience Summary

Coring of HMA, PCC pavement with Analysis

Millennia Professional Services materials division is proud of our extensive pavement coring expertise. Our technical experience on projects has included the following scopes of testing:

Field Services

- Coring of HMA & PCC pavement
- Coring of PCC slabs
- Field base material analysis
- Soiil subgrade classification
- MIT Scanning
- Coring & Pavement Analysis

- Laboratory Services
- Thickness Evaluation
- Lift determination/classification
- Pavement Density
- Extraction of pavement
- Gradation analysis
- Compressive Strength Testing

Project Experience where Millennia has provided these and other quality materials testing services, have included:

- St. Charles Road– DuPage County
- I-294 ISTHA various locations
- DuPage County Campus Ring road
- IDOT Various locations
- I-88 Reagan Memorial Tollway, Dixon
- ISTHA South Parking Lot



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





Location and Design Studies (Rehabilitation) Highways

ASH

ACCREDITED

- Roadways and Streets
- o Freeways

Special Services

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

Special Studies

- o Traffic Signals
- Traffic Studies
- Feasibility
- O Safety
- Location Drainage
- Hydraulic Reports
 - Pump Stations
 Waterways: Typical
 - Waterways, Typical
 Waterways: Complex
- Geotechnical Services
 - o General Geotechnical Services
 - Subsurface Explorations

 - Structure Geotechnical Reports (SGR)

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

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:

Millennia Professional Services Company Name

2600 Warrenville Rd. St Address of Company

Downers Grove, IL 60119 City, State, Zip

(630)705-0110 Business Phone

<u>(630)839-2566</u> Fax Date: March 9, 2022

jmiller@millennia.pro Email Address

Jay Miller Contact Name (Print)

(224)283-2476 13-Hour Telephone

T-how WAN

Signature of Officer, Partner or Sole Proprietor

Thomas Ngo / President

Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Signature of Village Clerk

Title

Date

Date

ATTEST:

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.

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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:	Millennia Professio	nal Services
Address: _	2600 Warrenville	Rd.
CITY:	Downers Gro	DVe
STATE:	<u>IL</u>	
ZIP:	60515	
PHONE:	(630)705-0110	Fax:
TAX ID #(TI		
(If you are supplying	a social security number	; please give your full name.)
REMIT TO ADDRESS	(IF DIFFERENT FROM AB	OVE):
NAME:	· · · · · · · · · · · · · · · · · · ·	
Address: _		
Сіту:		
STATE:		ZIP:
TYPE OF ENTITY	(CIRCLE ONE):	
	lividual	Limited Liability Company – Member-Managed
Sol	le Proprietor	Limited Liability Company- Manager-Managed
Par	tnership	Medical
	rporation	
Cha	aritable/Nonprofit	Government Agency
SIGNATURE	: ThomsUN	Date: <u>3/9/2022</u>

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to <u>2022 Material Testing Services</u> Propose<u>Millennia Professional Services</u>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.

BY: Thomas Ngo Proposer's Authorized Agent 2 0 - 0 8 8 6 0 7 6 FEDERAL TAXPAYER IDENTIFICATION NUMBER			
or Social Security Number			
OFFICIAL SEAL JAY MILLER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 06/10/24	Subscribed and sworn to before me this <u>9th</u> day of <u>March</u> , 2022.		
(Fill Out Applicable Paragraph Below)			
 (a) <u>Corporation</u> The Proposer is a corporation organized and existing under the laws of the State of <u>Illinois</u>, which operates under the Legal name of <u>Millennia Professional Services of Illinois</u>, and the full names of its Officers are as follows: President: Thomas Ngo 			
Secretary: Stephan Dietz			
Treasurer:			
(b) <u>Limited Liability Company (LLC)</u> 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:			

PROPOSER'S CERTIFICATION (page 3 of 3)

(c) <u>Partnership</u>

Names and Addresses of All Members of Partnership:

(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 First Mid Insurance Group

Agent Haley O'Neil

St Address 1090 South Route 51

City, State, Zip Code ______ Forsyth, IL 62535

Telephone Number 217-859-7042

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: Thomas Ngo / President

Signature: <u>T-howsUN90</u>

Date: <u>3/9/2022</u>

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: Millennia Profess	ional Services
Address: 2600 Warrenville Rd.	
City: Downers Grove	Zip Code:60515
Telephone: (630) _705-0110	Fax Number: ()
E-mail Address: <u>tngo@millennia.p</u>)ro
Authorized Company Signature:	T-hom UN go-
(Print)Name: <u>Thomas Ngo</u>	Title of Official:President
Date: 3/9/2022	

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:

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

T-honrov K Signature

Thomas Ngo 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

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_	T-homsul !!	20	Thomas Ngo
	· · · · · · · · · · · · · · · · · · ·	ζ	

Company Name Millennia Professional Services

Title 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.

MILLPRO-01

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HONE	IL

ACORI DATE (MM/DD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** 1/25/2022 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Haley O'Neil PRODUCER First Mid Insurance Group 1090 South Route 51 PHONE (A/C, No, Ext): (217) 859-7042 FAX (A/C, No): (217) 877-0795 E-MAIL ADDRESS: honeil@firstmid.com Forsyth, IL 62535 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : FCCI Insurance Company 10178 INSURED **INSURER B** : Millennia Professional Service of IL, LTD INSURER C : 850 N. Main St. INSURER D Morton, IL 61550 INSURER E INSURER F : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSR TYPE OF INSURANCE POLICY NUMBER LIMITS LTR 1,000,000 Α Х COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 2/1/2022 2/1/2023 CPP100038809 Х \$ Contractual Liab 5,000 Х MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY X PRO-2,000,000 X LOC PRODUCTS - COMP/OP AGG \$ OTHER \$ COMBINED SINGLE LIMIT (Ea accident) 1,000,000 Α AUTOMOBILE LIABILITY \$ Х CA100010196 2/1/2022 2/1/2023 ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ Х HIRED AUTOS ONLY Х NON-OWNED AUTOS ONLY \$ \$ 5,000,000 Α Х Х UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ UMB100022567 2/1/2022 2/1/2023 5,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$ 10,000 DED X RETENTION \$ \$ OTH-Α WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE Y / N 1,000,000 WC0100064536 2/1/2022 2/1/2023 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Ν N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 EL DISEASE - POLICY LIMIT CPP100038809 2/1/2022 2/1/2023 50,000 Leased/Rented Equip Δ Limit DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project #MM19038

Village of Downers Grove, its officers, officials, employees and volunteers are named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER	CANCELLATION
Village of Downers Grove 801 Burlington Ave Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Haley Oheil

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