

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JULY 19, 2011 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
2011 Resurfacing (B), 2011 Pavement Patching (CIP Projects ST-004B & ST-004D)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for Material Testing Services for the 2011 Roadway Maintenance Contracts to SEECO Consultants, Inc of Tinley Park, Illinois in the amount of \$23,127.30.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*.

**FISCAL IMPACT**

The adopted FY 2011 Community Investment Plan includes \$70,000 for professional services in the Capital Improvement Fund for Project ST-004, Roadway Maintenance. An amount of \$31,651.00 was previously approved for other roadway maintenance projects, leaving an available balance of \$38,349.

**RECOMMENDATION**

Approval on the July 19, 2011 consent agenda.

**BACKGROUND**

Three consultants were previously pre-qualified for material testing services through a Request for Qualifications. Proposals were solicited from the pre-qualified consultants, with all three firms responding. A 5% contingency has been included in the proposal totals. The submitting firms and their associated proposed fees are as follows:

<b>Consultant</b>	<b>Base + 5%</b>
2011 Resurfacing (A) & 2011 Preventive Seal	
SEECO Consultants Inc.	\$23,127.30
ECS Midwest, LLC	\$24,817.80
Testing Service Corporation	\$30,929.64

After reviewing the proposals, SEECO Consultants Inc was identified as the firm that best meets the needs of the Village.

SEECO Consultants has previously performed geotechnical and material testing services for the Village in a satisfactory manner. They are also currently performing material testing services on our 2011 Resurfacing (A) Project.

**ATTACHMENTS**

Contract Documents  
Capital Project Sheets ST-004  
Contractor Evaluation



## ® REQUEST FOR PROPOSAL

Name of Proposing Company: SEECO Consultants Inc.

Project Name: 2011 Resurfacing (B) and 2011 Pavement Patching  
Material Testing Services

Proposal No.: ST-004B-D  
Proposal Due: June 17, 2011 @ 10:00 A.M.

Pre-Proposal Conference: None

**Required of All Proposers:**

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Legal Advertisement Published: N/A

Date Issued: June 9, 2011

This document consists of 30 pages [plus Location Map & Quantity Sum (8 pgs)]

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

SCOTT BARR  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5488  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional copies (one in digital format) 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 Village of Downers Grove will receive sealed proposals up to Friday, June 17, 2011 @ 10:00 A.M..
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Scott Barr**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

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

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the requirements of the Contract Documents considered severally and collectively.

### **3. PRE- PROPOSAL CONFERENCE**

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

3.2 If the pre-proposal conference is optional, those unable to attend the meeting may submit questions in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

### **4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

### **5. SECURITY FOR PERFORMANCE**

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

### **6. DELIVERY**

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

**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

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

**II. TERMS AND CONDITIONS**

**9. VILLAGE ORDINANCES**

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

**10. USE OF VILLAGE'S NAME**

10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

**13. NONDISCRIMINATION**

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**14. SEXUAL HARASSMENT POLICY**

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

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

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- 15.1.1 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 handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

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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 subdivision or municipal corporations.

**16. DRUG FREE WORK PLACE**

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

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the Contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

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will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**18. PREVAILING WAGE ACT**

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 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 open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the Contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the Contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**19. PATRIOT ACT COMPLIANCE**

19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**20. INSURANCE REQUIREMENTS**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to

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advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 21. COPYRIGHT/PATENT INFRINGEMENT

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

### 22. COMPLIANCE WITH OSHA STANDARDS

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

### 23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Awarded 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 Awarded Proposer, both before and after its disposal.

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**24. BUY AMERICA**

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its Proposal, an executed Buy America Certificate, attached hereto.

**25. CAMPAIGN DISCLOSURE**

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**26. SUBLETTING OF CONTRACT**

- 26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the Contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this Contract.

**27. TERM OF CONTRACT**

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

**28. TERMINATION OF CONTRACT**

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**29. BILLING & PAYMENT PROCEDURES**

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the 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.
- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**31. STANDARD OF CARE**

31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

**32. GOVERNING LAW**

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**33. SUCCESSORS AND ASSIGNS**

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-contractors.

**34. WAIVER OF CONTRACT BREACH**

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the 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.

Village of Downers Grove

**35. AMENDMENT**

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

**36. NOT TO EXCEED CONTRACT**

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

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

**37. SEVERABILITY OF INVALID PROVISIONS**

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**38. NOTICE**

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**39. COOPERATION WITH FOIA COMPLIANCE**

39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### **III. DETAILED SPECIFICATIONS**

#### **40. REQUEST**

- 40.1 The Village of Downers Grove (Village) is requesting Proposals for professional services from previously-qualified Geotechnical & Material Testing firms (ENGINEER) to provide Material Testing Services during construction of various roadway projects.

#### **41. SCOPE OF WORK**

- 41.1 The 2011 Resurfacing (B) Project is a street resurfacing/maintenance project. Work is being performed per the Illinois Department of Transportation specifications for QC/QA of both asphalt and concrete materials. The ENGINEER shall perform all aspects of the required QA portion of the project, and function as the QA Manager.

**Although there are stipulations where certain QA testing is only required a reduced percentage of the time, proposals/estimates should account for the probability of more frequent or daily testing when these materials are being placed, as requested by the Village.**

As IDOT is no longer providing QA testing at HMA and PCC plants, the ENGINEER shall also be performing this function.

- 41.2 The 2011 Pavement Patching Project will include approximately 20,000 SY of shallow (2" +/-) HMA surface patches on various streets throughout the Village.

The scope for this project shall include but not be limited to periodic/daily density determinations of the HMA patches over a period of approximately 20 to 25 working days. It is anticipated that density determination by nuclear gauge will be sufficient.

#### **42. PROJECT LOCATION AND LIMITS**

- 42.1 The following is a list of projects and locations to be included in the scope of work:

- ST-004B 2011 Resurfacing (B) (Various Locations – Map Attached)
- ST-004D 2011 Pavement Patching (Various Locations – No Map)

#### **43. MATERIAL TESTING**

- 43.1 The ENGINEER'S representative on a project shall familiarize himself with the contract plans and specifications.
- 43.2. 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.
- 43.3 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.

## Village of Downers Grove

- 43.4 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.

### 44. PROPOSAL

- 44.1 The Proposal shall include the following information:

- a. Name of the Projects. Both ST004 B, 2011 Resurfacing (B) and ST004 D, 2011 Pavement Patching should be represented on one proposal.
- b. Location of Projects.
- c. A statement describing the Field and Laboratory Testing Program recommended. Not limited to items listed on Schedule of Fees in #48.
- d. For comparison and information should additional testing be requested, the Unit Price column of the Schedule of Fees in #48 below must be filled in.
- e. Detailed cost estimates shall also be presented indicating type of manpower and estimated hours, equipment usage, and description and number of tests required to complete the recommended testing program.
- f. The detailed estimates shall include the extension of related costs utilizing unit fees to provide a total estimated cost.

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

### 45. PROPOSAL REVIEW and SELECTION PROCESS

- 45.1 Unless the Village exercises its right to reject all Proposals, the Contract will be awarded to that responsible Proposer 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.

#### 45.1.1 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
- Fee

Village of Downers Grove

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

45.1.2 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.

45.1.3 Step Three:

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

**46. PERIOD OF SERVICE**

46.1 Timeframes given are estimated only and not limiting when material testing services may be required.

Construction on the 2011 Resurfacing (B) Project is estimated to be ongoing between late July and late November 2011.

Work on the 2011 Pavement Patching Project is estimated to take place between late September and early November 2011.

46.2 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.

**47. CONTACT PERSON**

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

Scott Barr  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-5460  
Fax 630-434-5495  
sbarr@downers.us

Village of Downers Grove

48. SCHEDULE OF FEES

(Prices Effective Until Completion of Projects)

2011 GEOTECHNICAL & MATERIAL TESTING SERVICES

DESCRIPTION	UNIT	UNIT PRICE (\$)
<b>PROFESSIONAL PERSONNEL SERVICE</b>		
CHIEF ENGINEER	HOUR	150.00
PRICIPAL ENGINEER (CONSULTANT)	HOUR	150.00
SENIOR ENGINEER	HOUR	110.00
PROJECT ENGINEER	HOUR	100.00
STAFF ENGINEER / Field Engineer	HOUR	99.00
<b>TECHNICAL AND SUPPORT PROFESSIONAL SERVICES</b>		
LAB/ENGINEER TECHNICIAN - Plant Inspection IDOT Level 2	HOUR	95.00
FIELD TECHNICIAN	HOUR	86.00
SECRETARY	HOUR	40.00
<b>LABORATORY TESTING (SOILS)</b>		
VISUAL CLASSIFICATION, INCLUDING POCKET PENETROMETER READINGS	EACH	4.00
MOISTURE CONTENT DETERMINATION (ASTM D 2216)	TEST	2.00
SIEVE ANALYSIS, DRY, 7 SIEVES	TEST	90.00
SIEVE ANALYSIS, WASHED, 7 SIEVES	TEST	95.00
COMBINED HYDROMETER AND SIEVE ANALYSIS (ASTM D 422)	TEST	175.00
ATTERBERG LIMITS, LL, PL (ASTM D 423, 424)	TEST	85.00
SPECIFIC GRAVITY DETERMINATION (ASTM D 854)	TEST	175.00
NUCLEAR MOISTURE/DENSITY GAUGE	DAY	30.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, STANDARD TURN AROUND (7-10) **	EACH SAMPLE	750.00
CCDD PER PUBLIC ACT 96-1416, (35 IAC 742) TACO, EXPEDITE TURN AROUND (2 DAY) **	EACH SAMPLE	1,490.00
STANDARD PROCTOR COMPACTION (ASTM D 698)	TEST	155.00
MODIFIED PROCTOR COMPACTION (ASTM D 1557)	TEST	165.00
<b>LABORATORY TESTING (CONCRETE &amp; ASPHALT)</b>		
CONCRETE AGGREGATE TEST: FINE AGGREGATE SIEVE ANALYSIS	TEST	80.00
COARSE AGGREGATE SIEVE ANALYSIS	TEST	90.00
FINE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	95.00
COARSE AGGREGATE - SPECIFIC GRAVITY & ABSORPTION	TEST	110.00
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS	EACH CYL.	14.00
EXTRACTION FOR ASPHALT CONTENT	TEST	140.00
MODIFIED EXTRACTION FOR FIBER CONTENT (FIBER-ASPHALT)	TEST	115.00
HMA CORE DENSITY & THICKNESS	EACH CORE	50.00
BULK SPECIFIC GRAVITY of GYRATORY SAMPLE	TEST	275.00
MAXIMUM SPECIFIC GRAVITY, BIG D (ASTM D2041)	TEST	90.00

\*\*Chemical analysis only-includes 8260 VOCs, 8270 SVOCs, 8081/8082 Pesticides & PCBs, 6010 Metals- Ar, Ba, Cd, Cr, Pb, Ag, and 7470 HG

Construction Monitoring &  
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &  
Evaluation

**SEECO Consultants Inc.**  
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation  
Condition Surveys

Dams and Drainage Studies

June 30, 2011

Mr. Scott Barr  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

**REVISED PROPOSAL**

Construction Materials Testing – ST-004B-D  
2011 Resurfacing (B) and 2011 Pavement Patching,  
Downers Grove, Illinois

Dear Mr. Barr:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, observed the subject streets and have incorporated the same within. QA plant and site inspection services only. Plans were not reviewed/provided. This proposal has been revised per your email of June 28, 2011.

This proposal encompasses the frequencies of QA Inspections and Testing per IDOT Materials Project Procedures Guide. Frequencies addressed include quantitative and/or chronological as applicable. Additional testing or inspection beyond the IDOT required frequencies, as requested in the RFP, is addressed in this proposal.

Various streets throughout the Village are scheduled for improvements, including bituminous patching and overlays, sidewalk and curb and gutter intermittent removal and replacement, and driveway approach improvements, both concrete and bituminous.

The testing program anticipated, by the type of material, is as follows. Although QA guidelines do not require the level of inspections proposed herewith, SEECO proposes to assure that density testing of HMA is performed on each street, regardless of IDOT frequency requirements. Also, in an effort to control costs, the inspectors will initiate QC services in the plant and then head to the site(s). Laboratory QA confirmation testing will include extraction gradation analysis. Nuclear acceptance is anticipated. Modified extraction tests will be performed on Fiber-Asphalt crack seal materials. Gradations and other testing performed by plant inspector.

Placement of Portland Cement concrete sidewalk, curb and gutter and median will be observed and tested for compliance with IDOT specifications. Included will be plant and site Quality Assurance testing, with the exception that one site testing sequence will be performed each day of placement. The plant inspector will start at the plant and follow out the first load to help minimize the costs by having only one inspector per day. Laboratory testing will include concrete cylinder compressive strength. Gradations and other testing performed by plant inspector.

If requested/required, SEECO can perform the tasks to meet IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation and provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on IEPA LPC-633 Form.

The frequencies of inspections and testing for the stated quantities are as per the following revised Scope of Work provided by you:

VILLAGE OF DOWNERS GROVE  
 2011 RESURFACING (B) & 2011 PAVEMENT PATCHING  
 MATERIAL TESTING SERVICES  
 BID NUMBER ST004B-D  
 6/28/2011

ADJUSTED / ESTIMATED SCOPE OF SERVICES

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Plant Inspection	48	Hour	95.00	\$ 4,560.00
Field / Site Inspection	162	Hour	86.00	\$13,932.00
Trip Charge	52	Trip		N/A
Mileage Charge	52	Trip		N/A
Nuclear Gauge	25	Day	30.00	\$ 750.00
Concrete Cylinders	56	Ea	14.00	\$ 784.00
Cylinder Pick Up	16	Trip		N/C
Project Engineer / Management / Reporting	20	Hour	100.00	\$ 2,000.00
Project Engineer / Management / Reporting	1	L S		N/A
TOTAL				\$22,026.00

**REVISED PROPOSAL**

Construction Materials Testing – ST-004B-D 2011 Resurfacing (B)  
And 2011 Pavement Patching, Downers Grove, Illinois

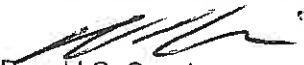
June 30, 2011  
Page 3


The estimated total is for quantity of hours and tests quoted herewith in accordance with frequencies your estimated Scope. Quoted total does not take into account contractors scheduling nor does it include any overtime. Quote assumes Nuclear Acceptance. **Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours per day and weekend hours.** All field charges are portal to portal with a four hour minimum. Rates valid through 2011 construction season. SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to a four hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

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

Respectfully submitted,

SEECO Consultants, Inc.

  
Donald C. Cassier  
Director of Field Services

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

DCC  
Attachment

**IV. PROPOSER'S RESPONSE TO RFP**

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

**V. PROPOSAL/CONTRACT FORM**

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

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

SEECO Consultants Inc.

Company Name

Date: June 17, 2011

7350 Duvan Drive

Street Address of Company

cassier@seeco.com

Email Address

Tinley Park, IL 60477

City, State, Zip

Don Cassier

Contact Name (Print)

708-429-1666

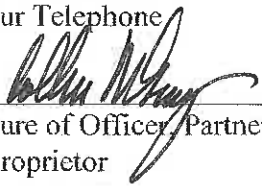
Business Phone

708-710-4258

24-Hour Telephone

708-429-6192

Fax

  
Signature of Officer, Partner or

Sole Proprietor

Collin W. Gray-President

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



**VENDOR W-9 REQUEST FORM**

Already on File

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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**TAX ID #(TIN):** \_\_\_\_\_

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

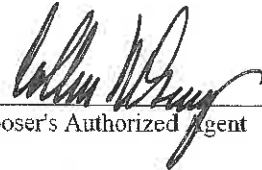
**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to ST-004B-D, proposer SEECO Consultants hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(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 that 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 four (4) 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 B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

**PROPOSER'S CERTIFICATION (page 2 of 3)**

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

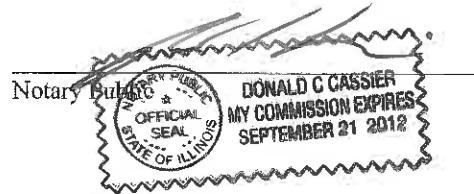
BY:   
Proposer's Authorized Agent

3 6 - 34 5 8 4 9 2

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 17 day of June, 2011.



(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: Collin W. Gray

Secretary: Denise A. Gray

Treasurer: Collin W. Gray

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S CERTIFICATION (page 3 of 3)**

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

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Travelers / Beazley

Agent Euclid Insurance Agency

Street Address 234 Spring Lake Drive

City, State, Zip Code Itasca, IL 60143

Telephone Number 630-694-3700

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

Print Name of Company: SEECO Consultants Inc.

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

Signature: 

Date: June 17, 2011

## Apprenticeship and Training Certification

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

Name of Proposer: SEECO Consultants Inc.

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

Local 150 Training

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

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

Signature: 

Date: June 17, 2011

**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 response.*

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

***Certificate of Compliance***

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

Signature 

Company Name SEECO Consultants Inc.

Title Collin W. Gray - President

Date June 17, 2011

***Certificate of Non-Compliance***

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Suspension or Debarment Certificate**

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

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

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

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

Company Name: SEECO Consultants Inc.

Address: 7350 Duvan Drive

City: Tinley Park Zip Code: 60477

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

E-mail Address: cassier@seeco.com

Authorized Company Signature: 

Print Signature Name: Collin W. Gray Title of Official: President

Date: June 17, 2011

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

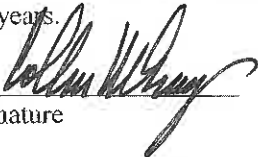
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

Collin W. Gray-President  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SCHEDULE OF QUANTITIES

STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	TOT. IMP. AREA (SY)	BIT. SURF. CSE. MIX C (TON)	MIN. THICKNESS (IN)	LEVEL BIND (TON)
35th St	Venard Rd	West End	1004	21-34	3149	265	1.50	176
39th St	W. of Saratoga		200	28.0	647	72	2.00	0
Acorn Dr	Hickory Trail	Oak Hill Rd	277	21.5	830	70	1.50	35
Arrowwood Ln	Downers Dr	Buckthorn Ln	834	28.0	2671	224	1.50	112
Barneswood Dr	Venard Rd	Saratoga Ave	989	33.0	3885	381	1.75	163
Belle Ave / Wood	Venard Rd	S. Cui De Sac	1283	28.0	4754	399	1.50	200
Buckthorn Ln	N. of Arrowwood	Coral Berry Ln	629	28-35	2018	170	1.50	85
Coral Berry Ln	Downers Dr	Venard Rd	1215	33.0	4505	441	1.75	189
Downers Dr	Coral Berry Ln	N. of Arrowwood	611	28-33	2232	187	1.50	94
Goldenbell Ct	Venard Rd	W. Cui De Sac	800	28.0	2544	214	1.50	107
Hickory Ct	Venard Rd	E. Cui De Sac	420	28.0	2014	169	1.50	85
Hickory Trail	Oak Hill Rd	35th St	1612	22.0	4059	341	1.50	170
Holly Ct	Barneswood	S. Cui De Sac	314	28.0	1005	84	1.50	42
Laurel Ct	Barneswood	N. Cui De Sac	246	28.0	790	66	1.50	33
Oak Hill Ct	Venard Rd	W. Cui De Sac	334	28.0	1341	113	1.50	56
Oak Hill Rd	Saratoga Ave	Highland Ave	1391	21.5	3350	281	1.50	141
Parrish Ct	Venard Rd	W. Cui De Sac	390	28.0	1515	127	1.50	64
Pomeroy Ct	35th St	S. Cui De Sac	440	28.0	1732	145	1.50	73
Pomeroy Rd	35th St	N. Cui De Sac	1182	28.0	3937	331	1.50	165
Red Bud Ct	Venard Rd	E. Cui De Sac	332	28.0	1058	89	1.50	44
Red Silver Ct	Saratoga Ave	W. Cui De Sac	355	28.0	1133	95	1.50	48
Venard Rd north	Drew St	Saratoga Ave	1800	28.0	5697	479	1.50	239
Venard Rd south	Barneswood	N. Cui De Sac	322	31-33	1459	123	1.50	61
Totals >					16980	56325	4866	2382
Miles >					3.22			

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	AVG. THICKNESS (IN)	BIT. PRIME (GAL)	AGG. PRIME (TON)	PETROMAT (SY)	CL D, Ty 4 (SY)	CL D, Special (SY)	CL D, Ty 4 (SY)	CL D, Special (SY)	CL D, Ty 4 (SY)	CL D, Special (SY)	CL D, Ty 4 (SY)	CL D, Special (SY)	PGE SPECIAL (CY)
35th St	1.00	315	6	3149	545	27							
39th St	0.00	65	1	0	87	40							
Acorn Dr	0.75	83	2	830	78								
Arrowwood Ln	0.75	267	5	2671	927	39							16
Barneswood Dr	0.75	389	8	3885	821				84		110		21
Belle Aire / Wood	0.75	475	10	4754	432	67							
Buckhorn Ln	0.75	202	4	2018	562								
Coral Berry Ln	0.75	451	9	4505	2004				105		58		
Downers Dr	0.75	223	4	2232	813	22							12
Goldenbell Ct	0.75	254	5	2544	732								9
Hickory Ct	0.75	101	4	2014	69	65							
Hickory Trail	0.75	406	8	4069	459	38							
Holly Ct	0.75	101	2	1005	72	59							
Laurel Ct	0.75	79	2	790	42	14							
Oak Hill Ct	0.75	67	3	1341	130	22							
Oak Hill Rd	0.75	335	7	3350	194	65							
Parish Ct	0.75	152	3	1515	38	19							
Pomeroy Ct	0.75	173	3	1732	291	14							
Pomeroy Rd	0.75	394	8	3937	324								11
Red Bud Ct	0.75	106	2	1058	33	51							
Red Silver Ct	0.75	113	2	1133	230	26							
Venard Rd north	0.75	570	11	5697	756	43							16
Venard Rd south	0.75	146	3	1459	50	43							
		5467	112	55678	9689	654	189	168	32	34			85

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	CURB REM. (LF)	C & G TY B-4.12 (LF)	C & G TY B-6.12 (LF)	C & G TY B-6.18 (LF)	M.H. ADJ. (EA)	M.H. ADJ. SPECIAL (EA)	M.H. RECON (EA)	IN. ADJ. (EA)	IN. ADJ. W/ NEW TY 11 FR (EA)	IN. ADJ. W/ NEW TY 11 V FR (EA)
35th St	272		272							
39th St	240		240			3			3	2
Acorn Dr					1					
Arrowwood Ln	1668	1644		24	4				1	
Barneswood Dr	1876	1804	60	12	3	1			3	
Belle Aire / Wood	989		989		1				1	5
Buckhorn Ln	1157		1157		1					
Coral Berry Ln	2400	2400			7				4	
Downers Dr	1067	1055		12	1				1	
Goldenbell Ct	1600	1588		12	3					
Hickory Ct	469		469		1					
Hickory Trail					5	2				
Holly Ct	593	581		12					1	
Laurel Ct	446	422		24					1	
Oak Hill Ct	732		732		1					2
Oak Hill Rd					1	5				
Parrish Ct	182		182							
Pomeroy Ct	410		410		1				1	
Pomeroy Rd	716		716						6	
Red Bud Ct	835	153	670						2	
Red Silver Ct	683	683		12	1					
Vanard Rd north	1111		1111						2	4
Vanard Rd south	490		466		1				1	2
	17936	10330	7474	132	32	11	1	19	20	3

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	IN. ADJ W/ NEW TY 3 FR (EA)	INLET RECON W/NEW TY 11 FR (EA)	NEW 2 IN. W/ TY 11 FR (EA)	NEW 2 IN. W/ TY 11 V FR (EA)	NEW 2 IN. W/ TY 3 FR (EA)	STORM SEWER 12" (LF)	SELECT B.FILL (CY)	INLET FILTERS (EA)
35th St								
39th St						45	30	6
Accorn Dr								
Arrowwood Ln	2							
Barneswood Dr	1				1			
Belle Aire / Wood								
Buckhorn Ln								
Corral Berry Ln								
Downers Dr	1							
Goldenbell Ct	1							
Hickory Ct								
Hickory Trail								
Holly Ct	1							
Laurel Ct	2							
Oak Hill Ct								
Oak Hill Rd								
Parrish Ct								
Pomeroy Ct		1						
Pomeroy Rd								
Red Bud Ct	1							
Red Silver Ct								
Venard Rd north								
Venard Rd south	2							
	11	1	1	2	1	45	30	6

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	1 BIT SURF. REM. 1 1/2" (SY)	2 BIT SURF. REM. 2" (SY)	3 BIT SURF. REM. 2.5" (SY)	4 BIT SURF. REM. VARI 1.5"-2.5" (SY)	5 BIT SURF. REM. VARI 2.5"-3.5" (SY)	CR. JT. & FLAN (TON)	SIDEWALK REMOVE (SF)	SIDEWALK 5" (SF)	SIDEWALK 6" (SF)
35th St		3149				3	425	425	25
39th St					647		100	75	
Accorn Dr		830							
Arrowwood Ln				2856			1596	914	683
Barneswood Dr			4093			5	1107	834	210
Belle Aire / Wood		4754					420	105	315
Buckthorn Ln			4772	2147		4	446	26	420
Coral Berry Ln				2367			1838	856	788
Dowers Dr				2255			1103	341	656
Goldenball Ct					450		1043	560	486
Hickory Ct		2014					315	236	79
Hickory Trail		3313	746						
Holly Ct				1071			184	26	158
Laurel Ct				840			719	341	315
Oak Hill Ct		1341					473	525	53
Oak Hill Rd		3350							
Parrish Ct	1515						394	210	105
Pomeroy Ct	1732								
Pomeroy Rd		3937					394	210	158
Red Bud Ct				1151			189	79	26
Red Silver Ct			650	558			289	210	79
Venard Rd north		5697					1160	893	53
Venard Rd south		774		727			299	131	168
	3247	29159	10261	13972	1097	12	12494.0	6997.0	4777.0

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	DETECTABLE WARNINGS (SF)	DÉCOR PAVEMENT DRIVE (SY)	DÉCOR PAVEMENT SIDEWALK (SY)	AGG. SHOULD (TON)	PKWY REST (SY)	ROOT PRUNE (LF)	BIT DRIVE REMOVE (SY)	BIT DRIVE 3" (SY)	PCC DRIVE REMOVE (SY)
35th St	80	12		36	116		12	12	29
39th St	16				135				
Acorn Dr				21					
Arrowwood Ln	64	35			998		148	148	275
Barneswood Dr	96	58			1286		171	171	168
Belle Aire / Wood	16	43			497		436	436	
Buckhorn Ln					651		229	229	116
Coral Berry Ln	96	33			1609		471	471	149
Downers Dr	16				864		198	198	96
Goldenbell Ct	32				1272		212	212	260
Hickory Ct	32				243	15	198	198	
Hickory Trail									
Holly Ct		11	7				72	72	91
Laurel Ct	32				379		44	44	99
Oak Hill Ct	64				400		221	221	72
Oak Hill Rd				105					
Parrish Ct	32				110		156	156	
Pomeroy Ct					163		117	117	
Pomeroy Rd	32				318		217	217	
Red Bud Ct	16				464		39	39	81
Red Silver Ct	32	19			535	12	72	72	42
Venard Rd north	112				604	30	149	149	68
Venard Rd south	16				349		92	92	68
	784.0	211.0	7.0	283	11345	57	3254	3254	1614

SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

STREET	PCC DRIVE/VE	PAVT. MARK	WH. PAVT. MARK	WH. PAVT. MARK	WH. PAVT. MARK	EROSION CONT.	STAKING	TRAFFIC CONTROL
	6" (SY)	LINE 4" (LF)	LINE 6" (LF)	LINE 12" (LF)	LINE 24" (LF)	(LS)	(LS)	(LS)
35th St								
39th St	29	632	656	60				
Accum Dr								
Arrowwood Ln	275							
Barneswood Dr	168				82			
Belle Aire / Wood								
Buckhorn Ln	116							
Coral Berry Ln	149				17			
Downers Dr	96							
Goldensbell Ct	260							
Hickory Ct								
Hickory Trail					28			
Holly Ct	91							
Laurel Ct	99							
Oak Hill Ct	72							
Oak Hill Rd			76		15			
Parrish Ct								
Pomeroy Ct								
Pomeroy Rd								
Red Bud Ct	81							
Red Silver Ct	42							
Venard Rd north	68							
Venard Rd south	68							
	1614	632	732	60	142	1	1	1

SCHEDULE OF QUANTITIES

**V. PROPOSAL/CONTRACT FORM**

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

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

**PROPOSER:**

SEECO Consultants Inc.

Company Name

Date: June 17, 2011

7350 Duvan Drive

Street Address of Company

cassier@seeco.com

Email Address

Tinley Park, IL 60477

City, State, Zip

Don Cassier

Contact Name (Print)

708-429-1666

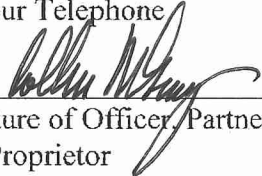
Business Phone

708-710-4258

24-Hour Telephone

708-429-6192

Fax

  
Signature of Officer, Partner or Sole Proprietor

Collin W. Gray-President  
Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:  
\_\_\_\_\_

Signature of Village Clerk

\_\_\_\_\_  
Date

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

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

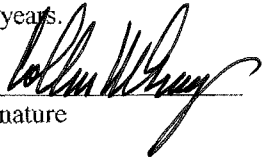
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
\_\_\_\_\_  
Signature

Collin W. Gray - President  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

# 2011-2015 Capital Project Sheet

Project # **ST-004**

**Project Description**      **Roadway Maintenance Program**

**Project summary, justification and alignment to Strategic Plan**

Capital and Motor Fuel Tax funds for on-going annual maintenance of the Village's 160 miles of streets. Projects to utilize various processes such as crack seals, pavement seals, and resurfacing with new asphalt. The funding listed as 'Other/Miscellaneous' is for asphalt purchased for use by Public Works Streets Division for various patching operations during the year.

Cost Summary	New Maintenance Replacement			FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				70,000	70,000	75,000	75,000	80,000		370,000
Land Acquisition										-
Infrastructure	X			3,743,000	4,136,000	4,220,000	4,305,000	4,385,000		20,789,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous	X			82,000	89,000	100,000	115,000	130,000		516,000
<b>TOTAL COST</b>				<b>3,895,000</b>	<b>4,295,000</b>	<b>4,395,000</b>	<b>4,495,000</b>	<b>4,595,000</b>	-	<b>21,675,000</b>
<b>Funding Source(s)</b>										
220-Capital Improvements Fund	▼			2,795,000	3,195,000	3,295,000	3,395,000	3,495,000		16,175,000
102-MFT	▼			1,100,000	1,100,000	1,100,000	1,100,000	1,100,000		5,500,000
	▼									-
	▼									-
<b>TOTAL FUNDING SOURCES</b>				<b>3,895,000</b>	<b>4,295,000</b>	<b>4,395,000</b>	<b>4,495,000</b>	<b>4,595,000</b>	-	<b>21,675,000</b>

**Project status and completed work**

Annual Program.

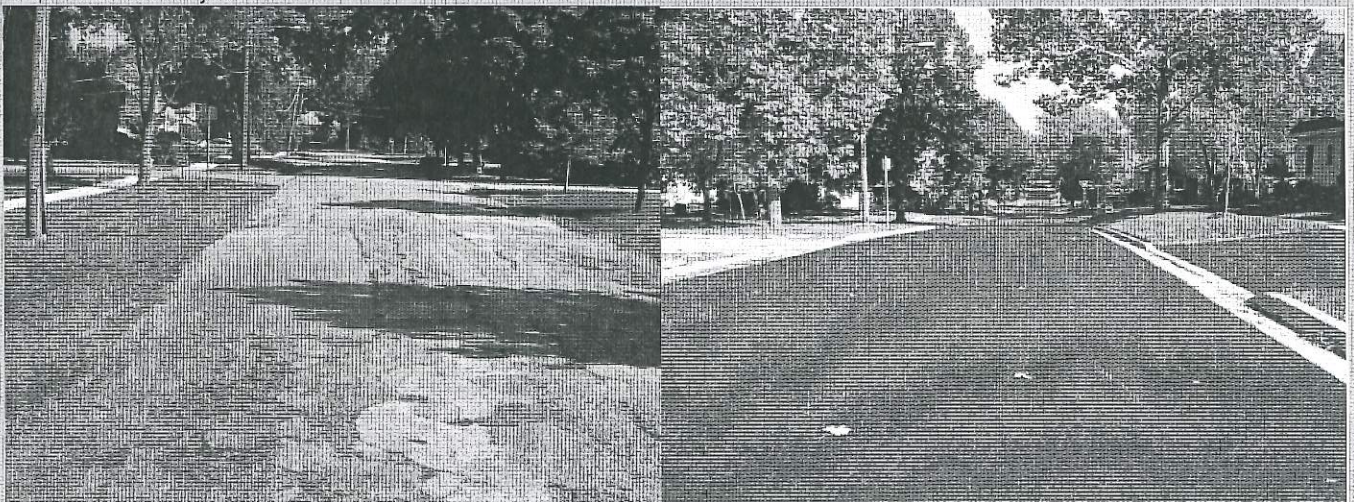
**Grants (funded or applied for) related to the project**

Motor Fuel Tax (MFT) funding also utilized. A LAPP grant was approved for Carpenter Street (Gilbert - Maple). Carpenter (Maple to 55th) will be funded through the Roadway Maintenance Program.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The maintenance scheduled will increase the life of the pavement. Deferral of work will significantly increase future maintenance costs.

**Map/Pictures of Project**



**Internal staff information:**

Priority Score      **High**

Project Manager:

**Scott Barr**

Program      **342**      Department

Public Works



# Village of Downers Grove Contractor Evaluation

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Contractor: SEECO Consultants, Inc.

Project: 2009 Geotechnical and Material Testing Services Contract, Various Projects

Primary Contact: Donald Cassier

Phone: 708-429-1666

Time Period: March 2009 through January 2010

On Schedule (allowing for uncontrollable circumstances)     yes     no

Provide details if early or late completion: N/A

Change Orders (attach information if needed): N/A

Difficulties / Positives: Consultant worked well with staff. All work performed in satisfactory manner.

Interaction with public:

excellent     good     average     poor

(Attach information on any complaints or compliments)

Well Satisfied     Satisfied     Not Satisfied

Should the Village contract with this vendor in the future?     Yes     No

Reviewers: Scott Barr, Staff Engineer

Date: March, 2011