

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
DECEMBER 6, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
WP-005 Professional Services for Maple Avenue Water Tower Rehabilitation	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for Maple Avenue Water Tower Rehabilitation, WP-005, to Tank Industry Consultants of Indianapolis, Indiana in the amount of \$79,422.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY11 and FY12 budgets include \$660,000 in the Water Fund for the water tower rehabilitation project; \$100,000 was included for professional services. The remainder of the project will be bid separately.

RECOMMENDATION

Approval on the December 6, 2011 consent agenda.

BACKGROUND

The Maple Avenue Water Tower serves the Village's water system as one of seven elevated water storage tanks. It stores 1,500,000 gallons of water and was constructed in 1988 by Chicago Bridge & Iron. The tower's coating system is deteriorating and there are safety-related and operational deficiencies that need to be rectified.

The purpose of this contract for services is to engage a consultant with expertise and experience in this highly specialized area who will:

- Update a 2007 field evaluation of the tower
- Prepare detailed construction drawings, specifications and cost estimates for the Village to engage a contractor for the work
- Assist staff with the review of bidders and bidding documents
- Provide construction oversight and contract administration and
- Conduct a first anniversary warranty inspection

The improvements will be performed by a contractor under a separate contract and they will include:

- Interior and exterior cleaning and re-coating for corrosion protection
- Safety improvements including enlarging head clearance on interior dry ladders, installing a top platform curb, cover and lower toe bar, and
- Operational improvements including installing an overflow pipe elastomeric check valve, installing a screen condensate drain pipe, and enlarging the roof manhole cover overlap.

The Village posted a Request for Proposal for professional services for this project in September 2011. Five firms submitted proposals for the project. Staff recommends award of this contract for professional services to Tank Industry Consultants based on their approach and understanding of the project, their

capability to perform the work, and their experience with similar projects. Tank Industry Consultants is highly qualified to perform the professional services required for the Maple Avenue Water Tower Rehabilitation and has successfully designed and overseen similar water tower rehabilitation projects for the City of Aurora, the City of Moline, and the Village of Mount Prospect.

ATTACHMENTS:

Contract Documents

Capital Project Sheet WP-005



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Engineering & Inspection Services for Elevated Tank
Rehabilitation
Proposal No.: RFP-0-38-2011/TT
Proposal Due: September 26, 2011, 10:00 a.m.
Pre-Proposal Conference: N/A

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: September 12, 2011

Date Issued: September 12, 2011

This document consists of 25 pages.

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

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington 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 (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal.

Upon formal award of the proposal this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed Proposals up to September 26, 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: Theresa Tarka, 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. **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

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necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

4. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

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

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

8. NONDISCRIMINATION

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, ~~investigative and complaint process available through~~ the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental 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.

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

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11. DRUG FREE WORK PLACE

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

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

12. PATRIOT ACT COMPLIANCE

- 12.1 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend,

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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.

13. **INSURANCE REQUIREMENTS/INDEMNIFICATION**

13.1 Prior to starting the Work, Proposer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Proposer or subcontractor 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	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
<i>Commercial</i> Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate

32.2 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".

32.3 *Commercial*
~~Comprehensive~~ Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

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- Commercial (CRS) 11.16.11
- 32.5 ~~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.
- 32.6 Proposer and any Subcontractors shall have their respective ~~Comprehensive~~ Commercial (CRS) 11.16.11 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, its 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 the 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*.
- 32.7 Proposer 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 Proposer or any Subcontractor fails to procure or maintain any insurance 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 Proposer or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 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) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the 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 advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of 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.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer 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. Proposer 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.

- 32.10 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14. CAMPAIGN DISCLOSURE

- 14.1 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.

- 14.2 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.

- 14.3 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.

- 14.4 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.

15. SUBLETTING OF CONTRACT

- 15.1 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.

16. TERM OF CONTRACT

- 16.1 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.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Agreement 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 default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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.
- 18.2 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.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 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.

20. STANDARD OF CARE

- 20.1. 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.
- 20.2 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.
- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): 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.

21. GOVERNING LAW

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21.1 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.

22. SUCCESSORS AND ASSIGNS

22.1 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.

23. WAIVER OF CONTRACT BREACH

23.1 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 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.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

27.1 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.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 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

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cooperate with the Village in its efforts to comply with the Freedom of Information Act (5 ILCS 140/1 et.seq.)

III. DETAILED SPECIFICATIONS

A. INTENT OF SOLICITATION

The Village of Downers Grove (Village) is soliciting competitive proposals from qualified applicants to provide professional engineering and inspection services in support of the rehabilitation of the 1,500,000 gallon Maple Avenue water storage tank for the Village. Proposed tasks should be structured in phases that allow for authorization to proceed at specific milestones, minimizing the unnecessary expenditure of funds and effort should certain tasks not be deemed necessary.

B. BACKGROUND

The Village completed an evaluation of the Maple tank in 2007 which identified certain improvements to be completed in the future. The Village desires to update the 2007 evaluation and prepare plans, specifications and estimates in order to proceed with the tank rehabilitation in the spring of 2012. The Maple tank is a fluted pedestal tank of welded steel construction built in 1988 by CBI Na-Con. The tank is 77 ft. 6 in. to bottom capacity level.

The Village provides potable water to approximately 50,000 people through 16,574 residential, commercial and industrial service connections. The Village's water service area includes all areas within the current Village limits as well as a limited number of customers outside the Village that receive water service from the Village. The Village's water supply is Lake Michigan provided by the DuPage Water Commission (DWC). The Village's water distribution system is supplied by seven (7) elevated storage tanks providing a storage volume of eight (8) million gallons. The water distribution system is supplied by gravity from these storage facilities.

C. SCOPE OF SERVICES

Update Evaluation

- Field Evaluation
 - The field evaluation will consist of a careful study of the tank's interior, exterior, visible portions of the foundation, and accessories to determine any changes from the 2007 evaluation. Ultrasonic thickness measurements are to be taken, if necessary, and areas of new metal loss and deterioration since the previous evaluation will be analyzed for structural deficiencies.
- Coating Evaluation
 - The coating thickness and adhesion will be assessed.
- Evaluation Reports
 - Certified engineering reports will be provided concerning the changed condition of the tank. The evaluation reports will describe the observations of the technicians and engineers, and provide recommendations for optimum rehabilitation. The reports shall address the condition of the tank from a structural, coating, corrosion control, safety, and sanitary standpoint, as well as compliance with other applicable standards. The reports must be certified by an Illinois Licensed Professional Engineer.

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The reports will include budget estimates for the recommended work, anticipated life of the coating and structures, and estimated replacement cost of the tank.

- Washout and Disinfection
 - The consultant shall provide washout and disinfection services in accordance with AWWA C652-02.

Preparation of Specifications

The consultant will prepare detailed plans and specifications during the fall of 2011 in order to have the project ready for the spring 2012 painting season based on the work authorized by the Village. It is expected that the consultant will review the evaluation report with the Village to discuss in detail the most appropriate scope of work within the Village's budgetary constraints. The consultant will prioritize the necessity for different repair options and compare the anticipated life for alternative coating options. Budget estimates will be provided for construction.

Engineering drawings and plans will be properly prepared and included within the specifications from the data obtained during the field evaluation. The consultant will assist in analyzing the various methods of accomplishing the recommended repair and repainting options. The project plans and specifications will include all documents required to execute the project.

- Project Scope – Currently the anticipated scope of work to be performed on this project includes:
 - Spot Clean and Topcoat Exterior with Containment
 - Complete Clean Access Tube and Dry Bowl and Spot Clean and Spot Coat Pedestal
 - Enlarge Head Clearance on Interior Dry Ladders
 - Install Top Platform Curb, Cover and Lower Toe Bar
 - Install Overflow Pipe Elastomeric Check Valve
 - Install Screen Condensate Drain Pipe
 - Enlarge Roof Manhole Cover Overlap
- The consultant shall provide a detailed construction cost estimate during the design phase for the actual scope of work being designed.

Bidding Services

- The consultant shall assist the Village in obtaining competitive and qualified bids including recommending a number of qualified bidders to whom the Notice to Bidders should be sent. The Village will be responsible for fulfilling all legal advertising requirements.
- Once the bids have been received by the Village, the consultant will be expected to:
 - Tabulate the bids
 - Review the bids
 - Check for signatures, bonds and insurance
 - If necessary, investigate the low bidder
 - Recommend award to the lowest and most qualified bidder

The consultant will not be expected to attend the bid opening, but rather review the bids at their office following the bid opening.

Construction Phase Services

- Resident Project Representation – This will include resident observation of the contractor’s workmanship.
- Daily Progress Reports – The consultant will furnish the Village and the contractor with a written report for each day’s evaluation. The reports will address, at a minimum, the following items:
 - Temperature of steel
 - Weather conditions
 - Temperature
 - Wind velocity and direction
 - Relative humidity
 - Dew point
 - Location and quality of work performed and compliance with the project documents
 - Paint batch numbers
 - Surface profile
 - Wet and dry film thickness readings
 - Calibration record of dry mil thickness gauge
 - Measure of the paint cure
 - Number of personnel and equipment on the job
 - Recommendations made
 - Estimated completion date
 - The consultant’s proposal shall describe the equipment that will be utilized to monitor the contractor’s work.
- Contract Administration – Once the tank rehabilitation begins, the consultant shall be available to consult with and advise the Village concerning any portion of the project. The consultant shall perform all contract administration and project administration including:
 - Consultation on adequacy and compliance with the project specifications
 - Specification interpretation
 - Attend the pre-construction and all subsequent meetings – supplying typed meeting notes
 - Review all contractors’ submittals and shop drawings
 - Review construction schedule
 - Review and approve materials
 - Prepare and assist in the negotiations of change orders and supplemental agreements
 - Review and approval of payment requests
 - Dispute settlement

First Anniversary Evaluation

- Approximately 11 months after the completion of the tank rehabilitation project, the consultant will perform a First Anniversary Evaluation. This evaluation will focus on the contractor’s compliance with the project specifications and drawings, and the coating condition.

Village of Downers Grove

D. INFORMATION AVAILABLE

Proposing firms should assume that the following information is available for the successful consultant's use in executing the project:

- The Village's 2007 Evaluation of the Maple Tank

E. PROPOSAL SUBMITTAL

The following information is to be submitted as part of the Proposal. The Proposal is not to be more than 30 single sided (15 double sided) pages in length including single page résumés of persons to be assigned to the project. Three copies of the Proposal are to be provided. The Proposal is to be organized as follows:

1. **Approach to the Project:** Describe your firm's approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly.
2. **Experience:** Describe the experience of the firm and of the individuals assigned with related projects of a similar nature. Provide at least three references for recent projects (within three years) of similar scope.
3. **Qualifications:** Describe your staff's unique qualifications and training for this type of work.
4. **Schedule:** Describe your plan/schedule for completing the work.
5. **Fee:** Submit an estimated summary of the level of effort (hours of work) allocated for each discipline per task described in the Scope of Work as part of the Proposal.

F. SELECTION OF CONSULTANT

A technical review team will evaluate the Proposals. The following criteria (listed in alphabetical order) will be used to evaluate consultants' Proposals:

- Capability and qualifications of consulting firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.
- Fee
- Recent projects completed with analysis of results
- Technical approach to the project
- Understanding of the project

Final selection will be based on the evaluation of Proposals unless it is deemed necessary by the team to conduct interviews. The consultant determined best qualified to perform this project will be recommended to the Village Council for contract award.

The Village of Downers Grove reserves the right to reject any and all Proposals for any reason deemed appropriate by the Village.

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.)

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Approach to Project

Tank Industry Consultants is pleased to present the following approach to the rehabilitation of the 1,500,000 gallon Maple Avenue Tank.

TANK EVALUATION

Tank Industry Consultants completed the evaluation Maple Avenue Tank on June 12, 2007. TIC also performed an evaluation of the interior wet coating on April 22, 1997.

Update Evaluation

Prior to preparing specifications for the repainting and rehabilitation of the Maple Avenue Tank, Tank Industry Consultants will perform an update evaluation of the tank.

Field Evaluation: Tank Industry Consultants' Update Evaluation consists of a careful study of the tank's interior, exterior, visible portions of the foundation, and accessories to determine the changes from the previous evaluation. Our specially trained technicians get to the necessary surfaces on the tank by rigging and rappelling the interior and exterior as required by the condition of the tank. Ultrasonic thickness measurements are taken, if necessary, and areas of new metal loss and deterioration since the previous evaluation are analyzed for structural deficiencies.

Coating Evaluation: In addition to the safety, sanitary, and structural aspects of the tank, the coatings are also closely evaluated. The coating thickness and adhesion will be tested to assess the "topcoatability" of the existing coatings. When the tank is rehabilitated, if the existing coating type, thickness, condition, and adhesion allow for topcoating, the recoating costs could be significantly reduced. Our evaluations are specifically designed to uncover the problems with the tank, yet look for methods of reducing rehabilitation costs.

Evaluation Report: Certified engineering reports will be issued concerning the changed condition of the tank. The evaluation reports will describe the observations of the technicians and engineers, and our recommendations for optimum rehabilitation. Color photographs are included in the reports. The reports address the condition of the tank from a structural, coating, corrosion control (including cathodic protection.), safety (OSHA compliance) and sanitary standpoint, as well as investigate compliance with other applicable standards. The reports will be certified by an Illinois Licensed Professional Engineer on our full-time staff.

The reports will include budget estimates for the recommended work, anticipated life of the coatings and the structures, and estimated replacement cost of the tank to give you the

information required to make informed decisions about tank maintenance. With our recommendations, the Village will be able to determine what rehabilitation work will be performed to meet their short-term and long-term water system needs.

Washout and Disinfection: TIC personnel will washout the tank prior to the evaluation. At the conclusion of the field evaluation, our personnel will disinfect the tank in accordance with AWWA C652-02.

PREPARATION OF SPECIFICATIONS

TIC will prepare detailed plans and specifications based on the work authorized by the Village of Downers Grove. TIC will review the evaluation report with you and discuss in detail the most appropriate scope of work within your budgetary constraints. TIC will prioritize the necessity for different repair options and compare the anticipated life for alternative coatings options. We will also provide budget estimates for construction so the final scope of work meets the Village's maintenance and financial goals.

From the data obtained during the field evaluation, engineered drawings and plans can be properly prepared and included within the specifications. TIC will assist in analyzing the various methods of accomplishing the recommended repair and repainting options so that the water system's long-term and short-term goals of will be met. We will share our expertise and knowledge of all applicable regulations, codes, and standards. The project plans and specifications will include the documents required to execute the project.

TIC's specifications and contract documents are more extensive than provided by most engineers' designs due to our experience and intimate familiarity with the AWWA, API, NACE, NFPA, and SSPC standards and how they must be supplemented. TIC's specifications are prepared in accordance with local, state, and federal laws, and all specific requirements of the Village. All documents are submitted for review as needed to maintain the project objectives. After all reviews are complete, TIC will revise all documents as required for final approvals and prepare a final detailed cost estimate for the project.

Reduce Construction Costs: While most engineering firms can provide a generic specification package, it is our uniquely developed specifications that address the work that needs to be performed. This reduces the change orders to only those items which have competitive unit prices already negotiated prior to starting the project. Our specifications will also address potential problems that may come up during the course of a tank rehabilitation project. While our specifications are designed to protect the Village of Downers Grove, our designs and specifications will also offer the most cost-effective alternatives available on the market.

Our specifications are not only designed to reduce construction costs during this tank rehabilitation, but also for future tank rehabilitation. By *designing out* problem maintenance areas, the newly applied coating system will not only last longer, but when future maintenance is performed, the repainting will be easier and therefore less expensive.

Repair and Rehabilitation Design: It is important to include specific tank upgrades in the tank repainting design. TIC has found that a specification that is only end-result oriented is not adequate when working with tank repair and repainting contractors. TIC's goal is to have the tank properly repaired *THE FIRST TIME*. This can only be accomplished through thorough, concise specifications which include the necessary details for proper repair designs.

Coating System Design: TIC continually researches alternative coating systems in order to design the best coating system to meet the specific needs and requirements of each client. When designing the coating system for the various tanks, the engineers at TIC take into consideration the service requirements for each tank and the possible limited out-of-service time available for the tank rehabilitation and repainting. TIC has an extensive track record of successfully specifying and utilizing dehumidification, new fast-cure coatings, and other new coatings technology. TIC designs coating systems to not only meet the needs of the tank, but also to meet the needs of the waterworks system.

Project Scope: At this point in time it appears that the following is the anticipated scope of work to be performed on this project:

- Spot Clean and Topcoat Exterior with Containment
- Complete Clean Access Tube and Dry Bowl and Spot Clean and Spot Coat Pedestal
- Enlarge Head Clearance on Interior Dry Ladders
- Install Top Platform Curb, Cover, and Lower Toe Bar
- Install Overflow Pipe Elastomeric Check Valve
- Install Screen Condensate Drain Pipe
- Enlarge Roof Manhole Cover Overlap

A detailed construction cost estimate will be provided during the design phase for the actual scope of work being designed.

BIDDING SERVICES

TIC will assist the Village of Downers Grove in obtaining competitive and qualified bids. Rather than relying upon the *Dodge Reports* or other local and regional advertising, TIC will recommend a number of qualified bidders to whom the Notice to Bidders should be sent. This list has been compiled and refined over numerous years to reduce our client's construction costs. Specializing in water storage tanks has allowed TIC to develop a list of tank repair and

repainting contractors that also specialize in water tanks. Because of these contractors' expertise, their bids are the most competitive in the industry. This saves our clients tens (and on some projects, even hundreds) of thousands of dollars on each of their water tank projects. The Village of Downers Grove will be responsible for fulfilling all legal advertising requirements.

Once the bids have been received, TIC can:

- Tabulate the bids
- Review the bids
- Check for signatures, bonds, and insurance
- If necessary, investigate the low bidder
- Recommend award to the lowest and most qualified bidder

CONSTRUCTION PHASE SERVICES

Resident Project Representation: The resident observation of the contractor's workmanship is the most important part of this project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our entire staff of civil, structural, chemical, and mechanical engineers and support personnel, including our NACE Certified Field Services Manager, Field Supervisors, and Contract Administrator are available for supplemental technical support for any special problems that might occur.

Daily Progress Reports: TIC's technician will furnish the Village of Downers Grove and the contractor with a written report for each day's evaluation. The reports will address, at a minimum, the following items:

- Temperature of steel
- Weather conditions
 - Temperature
 - Wind velocity and direction
 - Relative humidity
 - Dew point
- Location and quality of work performed and compliance with the project documents
- Paint batch numbers
- Surface profile
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of men and equipment on the job
- Recommendations made

- Estimated completion date
- Other pertinent data as required or requested

The following equipment (at a minimum) will be utilized by TIC to monitor the work:

- SSPC-Vis 1 Visual blasting standards
- NACE Visual Standard TM-01-70 (available)
- AWWA Standards D100-96 and D102-97
- Testex Press-O-Film Profile Measurement System
- Surface Contamination Detection Device [soluble salts] (if required)
- Wet Film Thickness Gauge (observe applicator's use)
- Dry Film Thickness Gauge
- Certified Thickness Calibration Standards
- Steel Temperature Gauges
- Sling Psychrometer and Psychometric Tables
- Wet Sponge Holiday Detector [low voltage] (if required by TIC personnel)
- Adhesive Force Measurement Device (if required)
- Tooke Gage (if required)

Atmospheric Conditions and Contaminants: Coatings are very sensitive to atmospheric conditions. Humidity, dew point, air, and steel temperatures must all be within acceptable ranges during application and curing for coating systems to achieve maximum life. Evidence of the application of the coating under adverse atmospheric conditions may be a premature failure two or three years later.

In some environments there is also the problem of contaminants being deposited on the steel and between coats of paint. Even small traces of contaminants beneath a coating system have been found to cause premature coating failure.

Coating System Integrity: There are numerous other situations that may occur that can significantly reduce the life of the coating system. Causes for premature coating failure such as contaminants in the abrasive or on the steel, rust film forming on steel before priming, and improper surface profile cannot be found by an inexperienced technician. All of these situations require an experienced technician to not only identify the problems, but to make constructive suggestions to correct them. Our technicians will also observe a low-voltage holiday detection test on interior surfaces, including the roof. Proper evaluation cannot be performed using binoculars and telephoto lenses. Our field technicians evaluate cleaned and painted surfaces "up close," not just the ones next to ladders and platforms.

Proactive Participation: TIC's technicians utilize their knowledge and experience to be proactive. Our technicians anticipate potential problems and offer recommendations/guidance to

the contractor to help avoid these problems. This helps to reduce the project length, thus minimizing evaluation time and costs, and returns the tank to service in the least possible time. The ability of a coating system to achieve its anticipated service life is directly proportional to the quality of the workmanship during application. Therefore, money spent on resident observation will be paid back in a longer lasting coating system.

Environmental Impact: TIC is very concerned about the environmental impact of the tank rehabilitation project we are involved in, and is dedicated to complying with environmental regulations. If required, we will have TCLP tests be performed on the contractor on the blasting debris to determine if it is hazardous and requires special handling and disposal. Soil samples will be taken from carefully plotted locations on and around the tank site prior to the start of the cleaning and painting project. This testing will provide background samples which can be tested and compared with samples taken from the same locations at the project's conclusion. This before and after sampling and testing will help to gauge the impact the project had on the environment and neighboring property, and will help protect the Village of Downers Grove from claims for pollution which existed before the project started. If requested, TIC will have a qualified laboratory perform the laboratory analysis. The actual cost of laboratory analysis will be determined by the number of samples which will be required.

SSPC QP 5 Certification: Tank Industry Consultants is recognized by SSPC: The Society for Protective Coatings as a Certified Inspection Company. **TIC is just one of seven firms in the nation who have achieved this distinction, and the only firm specializing in water storage tanks.** QP 5 certification offers owners the added assurance that the proper procedures are in place to perform inspection services with a high degree of quality. This level of quality was accomplished by TIC initiating quality programs that include regular training for field technicians, well-defined quality and procedural standards, corporate internal auditing of inspection records, and accountability. Annual reviews by SSPC auditors assure that these policies and procedures are continually maintained and upgraded as needed. SSPC audits are conducted via surprise visits to job sites, and formal review of procedures and documentation in the office.

Contract Administration: Once a tank rehabilitation project begins, TIC will be available to consult with and advise the Village of Downers Grove concerning any portion of the tank rehabilitation and repainting project. TIC can also perform all contract administration and project administration as specifically requested. The contract administration items could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and all subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review construction schedule

- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

FIRST ANNIVERSARY EVALUATION

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition.



Experience

CONTACT INFORMATION

Bolingbrook, Illinois Office

684 North Boughton Road, Suite 101
Bolingbrook, Illinois 60440

Phone: 630 / 226-0745

Fax: 630 / 226-0802

Key Contact

Stephen W. Meier, P.E., S.E.
Managing Principal

Meier@TankIndustry.com

Headquarters Office

7740 West New York Street
Indianapolis, Indiana 46214

Phone: 317 / 271-3100

Fax: 317 / 271-3300

Key Contact

Gregory R. "Chip" Stein, P.E.
Managing Principal

Stein@TankIndustry.com

TIC LICENSED PROFESSIONAL ENGINEERS – STATE OF ILLINOIS

Stephen W. Meier, P.E., S.E.	Bolingbrook, Illinois	Licensed Professional Engineer and Licensed Structural Engineer
Gregory R. Stein, P.E.	Indianapolis, Indiana	Licensed Professional Engineer
John M. Lieb, P.E.	Bolingbrook, Illinois	Licensed Professional Engineer

MANAGING PRINCIPALS

Stephen W. Meier, PE, SE

Education

- Bachelors of Science, Civil Engineering - Rose-Hulman Institute of Technology
- Master of Science, Civil Engineering - Cornell University

Professional Licenses and Certifications

- Illinois Licensed Professional Engineer
- Illinois Licensed Structural Engineer
- Licensed Professional Engineering in 26 states and the District of Columbia

Industry Leadership

- Chair, American Water Works Association Committee on Welded Steel Tanks
- Member, D170 Committee for Composite Tanks
- Member, STI/Steel Plate Fabricators Association Subcommittee on Concrete Pedestal Tanks
- Member, American Concrete Institute Committee 371 on Concrete Pedestal Tanks
- Member, Committee 376 Concrete Structures for Refrigerated Liquefied Gas Containment

Introduction: Steve Meier is noted as one of the foremost structural engineering experts for the design, construction, and rehabilitation of concrete and steel structures for storage systems, with specialized expertise in seismic design. Prior to joining TIC in 1998, Steve spent more than twenty-two years with Chicago Bridge and Iron Company, the nation's leading tank and vessel constructors.

Gregory R. "Chip" Stein, P.E.

Education

- B.S., Mechanical Engineering - Rose-Hulman Institute of Technology - Area of Concentration - Structural & Material Analysis
- M.B.A., Indiana University - Area of Concentration - Finance

Registrations

- Illinois Licensed Professional Engineer
- Licensed Professional Engineer in 31 States

Industry Leadership

- Immediate Past Chair, Steel Tank Institute/Steel Plate Fabricators Association Field-Erected Steel

- Tank Committee
- Member, AWWA D102 Standard for Coating Steel Water-Storage Tanks Committee
- Advisory Board, NACE International – *CoatingsPro Magazine*
- Chapter Author, AWWA M42 *Steel Water Storage Tanks* and *Water Storage Tank Handbook*
- Tutorial and Conference Chair, SSPC: The Society for Protective Coatings
- Member, NACE International Coatings Council
- Principal Member, National Fire Protection Association Water Tank Committees

Introduction: Chip Stein joined Tank Industry Consultants in 1988. Since that time, Chip has been involved in more than *5,000 tank engineering projects* ranging from new tank design and construction, to tank evaluations, through tank rehabilitation projects and tank demolition. As Managing Principal, Chip is responsible for scheduling and overseeing work conducted by TIC's staff of civil, mechanical, chemical, and structural engineers. He reviews engineering designs, specifications, reports, and client invoicing; and is responsible for contract administration duties performed for TIC's clients.

PROJECT ENGINEERING

Patrick J. Brown, P.E.

Education: Bachelors of Science, Chemical Engineering - Rose-Hulman Institute of Technology

Professional License: Indiana Registered Professional Engineer

Introduction: Patrick Brown has a wealth of experience in storage tank design and engineering. Patrick has prepared detailed technical specifications and contract documents for numerous tank rehabilitation and coating projects. These projects typically include surface preparation, coating methods, procedures, and types of coatings; sanitary upgrades; safety upgrades; structural repairs, and lead abatement with containment and environmental controls. Instead of reiterating already published AWWA standards, specifications prepared by Patrick are project specific, emphasizing critical or frequently overlooked aspects of the tank and clarifying those requirements in the standards that are necessary to obtain a high-quality and long-lasting product. During his twelve years at TIC, Patrick has prepared evaluation reports and detailed technical specifications for well over 200 tanks.

Jennifer Coon, CHMM, CET

Education

- MS, Environmental Science, Indiana University, Hazardous Materials Management
- BS, Public Affairs, Indiana University, Concentration in Environmental Science

Certifications

- Certified Environmental Trainer Certification #21-983
- Certified Hazardous Materials Manager Certification #10441

Industry Activities

- Academy of Certified Hazardous Materials Managers Primary Representative to the ANSI Confined Space Committee (Z117)

- Member, American Water Works Association, Indiana Section, Safety Committee

Introduction: Jennifer Coon is responsible for developing, communicating, and monitoring Tank Industry Consultants extensive Health and Safety program. Jennifer authored and updates all aspects of TIC's construction safety program that includes Lead in Construction, Hazard Communication, Personal Protective Equipment, *Confined Space*, and Lockout/Tagout components. She conducts all in-house safety training and respirator fit tests, and supervises TIC's medical surveillance plan in accordance with all applicable OSHA regulations. In addition to her safety responsibilities, Jennifer has written more than 900 technical reports discussing the condition of water storage tanks. These reports included recommendations for safety, sanitary, and aesthetic improvements to meet applicable industry standards.

FIELD SERVICES

Michael L. Doolittle, NACE 3, Contract Administrator

Certifications

- NACE Certified Coating Inspector - Certificate #434
- SSPC Protective Coating Specialist #345-250-0647
- Instructor – NACE International Coating Inspector Training & Certification Program

Industry Activities

- SSPC: The Society for Protective Coatings
- NACE International Corporate Bronze Representative
- American Water Works Association
- American Welding Society

Introduction: Michael Doolittle joined TIC more than twenty-five years ago and is a Level 3 NACE Certified Coating Inspector. He has received SSPC's Protective Coating Specialist designation, and is certified to teach the NACE Certified Coatings Inspector courses. For many years, Mike Doolittle was responsible for all of TIC's field services—scheduling and overseeing field evaluation crews. In recent years, Mike's focus has turned to contract administration for tank rehabilitation and new tank projects. However, he remains active in the field department where his many years of tank experience coupled with his textbook coating education provide timely solutions to problems encountered. Mike is also a member of TIC's quality control team and is responsible for developing and maintaining the policies and procedures required for TIC's continued SSPC QP5 Inspection Company certification.

James A. Peyer, NACE 3, Field Services Manager

Certifications

- NACE Certified Coating Inspector - Certificate #8543
- Certified Commercial Diver
- Red Cross First Aid B.C., Workplace Emergency First Aid – CPR Level 1
- Red Cross First Aid – Oxygen Administration
- Internal Auditing Basics

Industry Activities

- SSPC: The Society for Protective Coatings
- NACE International

Introduction: Jim Peyer has been an essential member of Tank Industry Consultants field department since 1989. As Field Services Manager, Jim coordinates, supervises, and performs (as needed) all types of TIC specialized tank evaluations. He is a member of Tank Industry Consultants' Certified Commercial Dive Team and performs underwater evaluations including dive evaluations for the US Navy at naval facilities around the world. Jim has also performed QP 5 Certified Inspections of coatings application at a number of US naval bases.

As Field Services Manager, Jim supervises and dispatches all TIC field technicians. He organizes all job assignments, and manages the quality of all work-in-process observation activities. Jim is one of the primary liaisons between TIC, tank owners, and contractors. He is responsible for the procurement and maintenance of all field equipment. Jim has more than 36 years experience in welding and the fabrication and construction of steel products. He is trained in welding processes and is experienced in weld quality control.

Jeffrey A. Cannon, NACE 3, Senior Field Superintendent

Certifications

- NACE Certified Coating Inspector - Certificate #1261
- Certified Commercial Diver
- Red Cross First Aid B.C. Workplace Emergency First Aid – CPR Level A
- Red Cross First Aid – Oxygen Administration
- Industrial Lead Paint Removal and Abatement
- OSHA and EPA Lead Abatement Training
- SSPC Competent Person
- Ultrasonic Non-Destructive Testing Levels I and II

Industry Activities

- SSPC: The Society for Protective Coatings
- NACE International

Introduction: For twenty-five years, Jeff Cannon has been performing tank evaluations for Tank Industry Consultants' clients throughout the United States. His experience includes pre-maintenance evaluations, evaluation of welding and structural repairs and modifications, coatings quality control observations, new tank construction evaluation, cellular antenna installation projects, and coating failure analysis. Jeff is a certified commercial diver and performs underwater and raft evaluations as well. His diving experience is not only helpful in the evaluation of steel structures, but it has also proved invaluable in locating leaks in concrete tanks.

Jeff is a NACE Level 3 Certified Coatings Inspector. This textbook coatings education coupled with his extensive hands-on experience gives Jeff extensive insight as to causes to coating failures as well as solutions to avoiding coating failures. His vast experience includes painting and/or evaluating over 1,000 ground and elevated water storage tanks. Prior to joining TIC, Jeff had more than ten years experience as sandblaster, painter, crew foreman, heavy equipment operator and general accountant.

As a TIC Field Superintendent, Jeff audits TIC projects and evaluates the quality of work being done. He trains field technicians in the field and office in accordance with TIC's Policy, Safety, and Field Procedure Manuals. This includes training for rigging, rappelling, use and maintenance of equipment, and performance of duties. He is trained and certified in CPR and First Aid, and has a thorough knowledge of AWWA, SSPC, AWS, ACI, API, OSHA, and EPA standards.

Gregory P. Cannon, NACE 3, Field Superintendent

Certification

- NACE Coating Inspection Technician #10339
- Certified Commercial Diver

Industry Activities

- SSPC: The Society for Protective Coatings
- NACE International

Introduction: Greg Cannon has been a member of TIC Field Services Department for fifteen years. As a senior member of the field department, Greg inspects many of TIC's tank construction projects observing concrete pours, welding, and general construction. He performs evaluations of existing tanks and observes cleaning and coating projects.

Prior to joining Tank Industry Consultants, Greg spent a number of years in the shipyard industry, cleaning and painting ship tanks in the Pacific Northwest. There he gained invaluable experience in confined space procedures, welding and construction, as well as proper coatings application and abrasive blast cleaning. Greg also performs Job Evaluations of field personnel to help assure our clients of the very best in resident inspection of tank cleaning and painting projects.

REFERENCES

For nearly thirty-two years, TIC has provided specialized engineering and evaluation services for thousands of tank rehabilitation and construction projects throughout the United States. Space limitations do not allow us to list the nearly 500 tank evaluation and rehabilitation specification project we undertake each year. The following are examples of some projects for three of our Illinois clients with projects of a similar nature to the Maple Avenue Tank project.

CITY OF AURORA

44 East Downer Place

Aurora, Illinois 60507

David E. Schumacher, P.E.

(630) 844-3632

Tank Industry Consultants performed a **tank evaluation and prepared specifications and bid documents** for the Repairing and Repainting the Interior and Topcoating the Exterior of the 5,000,000-Gallon Southeast Street Standpipe in Aurora, Illinois. During the rehabilitation project, TIC provided contract administration and monitored the contractor's work. Because the City could not drain the tank for First Anniversary Evaluation in December 2009, TIC evaluated the interior of the tank using a remotely operated camera (ROV). The coatings on the interior and exterior appeared to be in very good condition one year after the tank was rehabilitated. Tank Industry Consultants has also evaluated the City's 1,500,000 Gallon Indian Trails Tank, and performed a specialized engineering investigation of the draft tube support rods on the 4,000,000 gallon Barnes Road

Standpipe. TIC is working with the City to schedule the evaluation of four 1,000,000 gallon ground storage tanks this fall after peak summer usage.

VILLAGE OF MOUNT PROSPECT

1700 West Central Road
Mount Prospect, Illinois 60056
Matt Overeem
(847) 870-5640

The Village of Mount Prospect's 2,000,000 gallon ground storage tank, the Station 16 Tank, experienced a roof failure late in the summer of 2010. Tank Industry Consultants performed an emergency evaluation of the failed roof structure, designed the roof replacement and demolition of the existing roof structure, and monitored the contractor's work during demolition and construction. Based on the Village's experience with the roof failure on the Station 16 Tank, TIC performed a raft evaluation of the roof structure on a sister tank, and prepared detailed technical specification for the replacement of bolts in that roof structure to prevent. Previously, TIC has evaluated three other tanks in the water system and prepared specification for various repair and recoating projects.

CITY OF MOLINE

30 18th Street
Moline, Illinois 61265-3053
Gregory A. Swanson
(309) 797-0485

Tank Industry Consultants evaluated, provided detailed technical specifications, contract administration, and resident inspection of the Repairing, Repainting the Interior, and Topcoating the Exterior of the 1,000,000-Gallon Steel Elevated Tank 42nd Street Tank in Moline, Illinois. At the First Anniversary Evaluation performed in August 2009, the interior and exterior coatings were in very good condition with little coating failure or breakdown. TIC has also evaluated the City's 750,000 gallon 17th Avenue Elevated Tank.

Additional project references are available upon request.

Qualifications

Since 1979, Tank Industry Consultants (TIC) has been providing tank engineering and inspection services for clients nationwide. During these thirty-one years, TIC has completed *more than 10,500 tank projects*. No other engineering firm has the depth of experience with water and wastewater tanks as TIC possesses.

Tank services provided by TIC include:

- Tank Evaluations
- Recoating and Rehabilitation Design and Specifications

- New Tank Construction Design and Specifications
- Bid Assistance
- Contract Administration
- Quality Assurance Project Representation
- Tank Demolition Design and Engineering
- Failure Analysis
- Training and Professional Development Courses
- Expert Witness and Dispute Resolution

In addition to the practical knowledge gained through actual projects, TIC participates extensively on major tank standards-making organizations; in fact, TIC's Managing Principals and engineers hold positions of leadership in the following industry associations:

- American Water Works Association
- National Fire Protection Association
- NACE International
- SSPC: The Society for Protective Coatings
- American Concrete Institute
- American Welding Society
- American Petroleum Institute

Our participation in these associations assures our clients of the most up-to-date technical and regulatory information, and allows us to forewarn our clients of impending changes within the industry.

TIC currently has *thirty-four* employee/owners. Our staff includes **four registered professional engineers**. Collectively they are licensed in forty-eight states, the District of Columbia, and Alberta Canada. These engineers have over 100 years experience in tank design and engineering. Our management and support personnel include individuals who have had many years of experience with large tank fabricators. Our Field Services Department is comprised of nineteen highly trained individuals, many of whom have decades of experience in the industry. TIC's technicians were past tank erectors, painters, or welders. Many were crew supervisors and each has many years experience as professional evaluation technicians. Eight-five percent of TIC's field personnel are NACE certified or trained.

Schedule

In order to have the project ready for the spring 2012 painting season, we recommend that the project specifications be prepared this fall and the work bid.

Tank Industry Consultants can perform the update evaluation as soon as notice-to-proceed is issued. Once the evaluation is completed and the final scope of work is determined by the Village, TIC's

engineers can proceed to the specifications preparation phase, and can have specifications ready for Village review within 30 days.



Fees

No other engineering firm has more experience with water tanks or has Tank Industry Consultants' level of expertise. We are eager to assist you with your tank engineering and inspection needs. TIC is confident that we can – and will – *provide the finest water tank engineering and inspection expertise available*. The fee for this work would be as follows:

Tank Evaluation and Report:	\$2,350
Tank Washout:	\$ 695
Tank Disinfection:	\$ 295

The fee for Tank Industry Consultants to provide design services will be \$10,950. A pre-bid meeting would increase these fees, but it is not anticipated that one will be necessary.

The fee for Tank Industry Consultants to provide bid assistance services will be \$1,250. This fee is based on TIC not attending the bid opening, but rather reviewing the bids in our offices.

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. Attached is the 2011 rate structure. We *estimate* the following:

Resident Project Representation*:	
13 - 15 weeks @ approximately \$3,500/week	\$45,500 - \$52,500
Contract Administration:	\$3,500
Subcontract Laboratory Analysis:	\$2,000

*A minimal amount of time may be charged for the field technician's preparation of documentation in addition to on-site time.

The fee for the First Anniversary Evaluation will be \$2,100.

Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214

Village of Downers Grove
Maple Avenue Tank Rehabilitation Project
Professional Services
2011 Rate Structure
Effective January 1, 2011 through December 31, 2011

Long-Term Resident Observation

Technician (travel and on-job time)	\$57.00 per hour
Overtime Premium (over 40 hrs/week)	\$30.00 per hour
Minimum 32 hours per week	
Per Diem	\$110.00 per day

Spot Observation

Technician (travel and on-job time)	\$80.00 per hour
Per Diem	\$130.00 per day with lodging \$45.00 per day without lodging
Support Staff	Hourly Rates Shown Below

Engineering and Support Staff

Field Services Manager/Contract Administrator	\$97.00 per hour
Field Superintendent/NACE Certified Technician	\$95.00 per hour
Overtime Premium (over 40 hrs/week)	\$48.00 per hour
Minimum 32 hours per week	
Project Manager	\$103.00 per hour
Engineer - E.I.	\$88.50 per hour
Professional Engineer	\$125.00 per hour
Licensed Senior Professional Engineer	\$185.00 per hour
Licensed Principal Engineer	\$215.00 per hour
Licensed Senior Principal Engineer	\$240.00 per hour
Safety Director	\$127.50 per hour
Technical Editor	\$72.00 per hour
Clerical	\$50.00 per hour

Direct Expenses

- A charge of \$9.70 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other miscellaneous costs.

Mileage

- \$0.555 per mile per vehicle from nearest office which is located in Bolingbrook, IL

Reimbursable Expenses

- Travel by public transportation at cost.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost.

Subcontract Laboratory Analysis (Fees are doubled for rush service)

- | | |
|--|---------------------|
| • Total Lead in Samples by Atomic Absorption Spectroscopy | \$110.00 per sample |
| • Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy | \$230.00 per sample |
| • Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure | \$470.00 per sample |

Concluding Remarks

Our clients say it best...

Jim Scott, New Jersey American Water

We have been extremely satisfied with the performance of TIC in every aspect of their work. Their reports, specifications, administrative assistance, engineering expertise and on-site observations are thorough and meticulous. You cannot place a value on the service that we have received from Tank Industry Consultants. Every time we have a critical situation (leaking tank, lead emissions) they have without exception been right by our side providing expert and timely advice. The avoided costs of projects completed safely and in compliance with OSHA requirements is hard to quantify.

Upon learning of the recent renewal of American Water's contract with TIC, Mr. Scott commented: *I think I've used your services for every one of the items you listed - and was happy every time.*

Marty Gaffey, Naval Facilities Engineering Service Center

I am very pleased with the quality of services they have provided and their prompt response to our concerns. Their computerized rating and maintenance prioritization system which is utilized to aid in the prioritization of tank maintenance has been most helpful to us.

Jeff Sauter, California American Water

...one supplier who has single-handedly enabled me to oversee the Tank Rehab & Painting program in the Western Region. Tank Industry Consultants has essentially filled the role of project manager on all our initiatives, allowing us to implement this program using approximately 1/4 internal FTE while receiving feedback from the districts that program effectiveness has increased considerably.

...this has been one vendor whose judgment and professionalism I've never had to question. They've assumed an inordinately large portion of our overall administrative burden so that we can get the job done right and on time. Additionally, they've been instrumental in truly enabling me to "manage my suppliers" who did fall behind in their performance...

Joe Travers, City of Richardson, Texas

The City has benefited from TIC's attention to detail in their tank evaluations, which has allowed the City to prioritize their tank projects to maximize the service life of the existing coatings. When each tank project was undertaken, TIC was able to provide the depth of experience needed to insure a detailed and comprehensive specification, which assured a successful project. In addition, the experienced staff of observers insured that the specifications were adhered to throughout the project. Finally, with the first tank in the program approaching 50% of its estimated service life, recent evaluations confirmed that the coating system should meet or exceed design life. Based on the results of our program, we can enthusiastically recommend TIC for any work related to water storage tanks and are confident that a relationship with TIC will provide a sound return on investment and long-term benefits.

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:

Tank Industry Consultants

Company Name

Date: 9.23.11

7740 W. New York Street

Street Address of Company

stein@tankindustry.com

Email Address

Indianapolis, IN 46214

City, State, Zip

Gregory R. Stein, P.E.

Contact Name (Print)

317/271-3100


Business Phone

317/289-7761

13-Hour Telephone

317/271-3300

Fax



Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation



Signature of Corporation Secretary

Gregory R. Stein, P.E.

Print Name & Title

Managing Principal

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.



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: Tank Industry Consultants
ADDRESS: 7740 W. New York Street
CITY: Indianapolis
STATE: Indiana
ZIP: 46214
PHONE: 317/271-3100 FAX: 317/271-3300
TAX ID #(TIN): 35-1540516

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same
ADDRESS:
CITY:
STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 9.23.11

PROPOSER'S CERTIFICATION

With regard to Engineering & Inspection Services
for Elevated Tank, Proposer Tank Industry hereby certifies
(Name of Project) (Name of Proposer)
the following: Rehabilitation Consultants

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

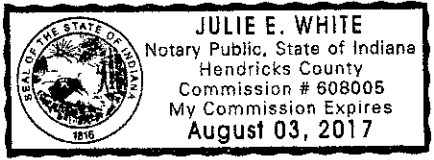
35-1540516

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this 23rd day of September, 2011.

Julie E. White
Notary Public



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(a) Corporation

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

President: N/A

Secretary: Treasurer Gregory R. Stein, P.E

Treasurer: N/A

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

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

(c) Sole Proprietor

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

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? yes with comment (See attached)

Insurer's Name McGowan Insurance Group, Inc

Agent John Sullivan

Street Address 10 West Market St, Suite 1850

City, State, Zip Code Indianapolis, IN 46204

Telephone Number 317/464-5000

Village of Downers Grove

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

Print Name of Company: Tank Industry Consultants

Print Name and Title of Authorizing Signature: Gregory R. Stein

Signature: 

Date: 9.23.11

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: Tank Industry Consultants

Address: 9740 W. New York Street

City: Indianapolis, IN Zip Code: 46214

Telephone: (317) 271-3100 Fax Number: (317) 271-3300

E-mail Address: Stein@tankindustry.com

Authorized Company Signature: 

(Print) Name: Gregory R. Stein Title of Official: Secretary / Treasurer

Date: 9.23.11

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:

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


Signature

Gregory R. Stein
Print Name

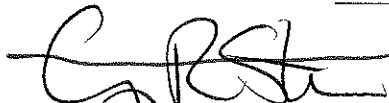
Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

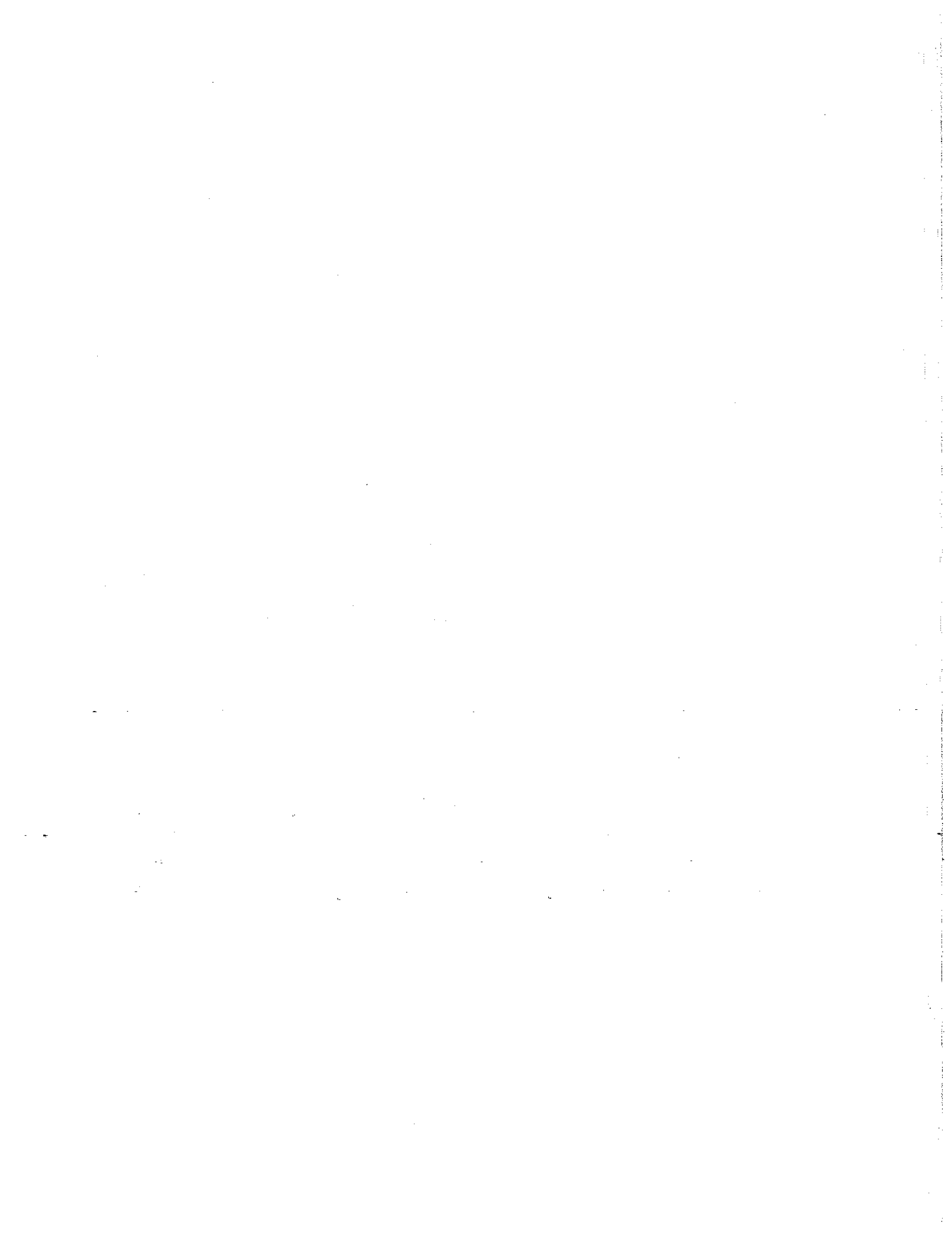
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____


Signature

Gregory R. Stein
Print Name





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2011

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 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).

PRODUCER McGowan Insurance Group, Inc. 10 West Market Street Suite 1850 Indianapolis IN 46204-2972	CONTACT NAME: Sheila Frederick	
	PHONE (A/C, No, Ext): (317) 464-5000 FAX (A/C, No): (317) 464-5001 E-MAIL ADDRESS: sheilaf@mcgowaninc.com PRODUCER CUSTOMER ID #: 00005470	
INSURED Tank Industry Consultants, Inc. 7740 W. New York St. Indianapolis IN 46214	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Ins	10172
	INSURER B: Hartford Underwriters Insurance	30104
	INSURER C: Rockhill Insurance Company	28053
	INSURER D: Insurance Company of PA	19429
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10/11 MASTER REVISION NUMBER: 10/15/2010

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X				EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		G23803732002	10/01/2011	10/01/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		XCU NOT EXCLUDED			MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional		G23803732002	10/01/2011	10/01/2012	PERSONAL & ADV INJURY \$ 3,000,000
	<input checked="" type="checkbox"/> Pollution					GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$ 3,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		36UECV08466	10/1/2011	10/1/2012	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					Medical payments \$ 5,000
	<input type="checkbox"/> NON-OWNED AUTOS					Underinsured motorist \$ 1,000,000
C	UMBRELLA LIAB		XSL01005206	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EXCESS AUTO AND EMPLOYERS LIABILITY ONLY			AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE		LIABILITY ONLY			\$
	<input type="checkbox"/> RETENTION \$		FOLLOWING FORM			\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					Y WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WC000890770	10/1/2011	10/1/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured and Blanket Waiver of Subrogation as required by Contract applies to General Liability, Automobile, and Contractor's Pollution Liability. Coverage is Primary and non-Contributory. Blanket Waiver of Subrogation applies to Workers Compensation. Village of Downers Grove, its officers, officials, employees and volunteers are named additional insured in regards to General and Pollution Liability.

CERTIFICATE HOLDER Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515	CANCELLATION 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 John Sullivan

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

2012-2016 Capital Project Sheet

Project # **WP-005**

Project Description **Water Tank Painting, Maple**

Project summary, justification and alignment to Strategic Plan

The initial study to determine schedule and scope for this tank was completed in 2007. Final work schedule and scope is based on the results of the tank inspection. The preliminary services will included standard inspection of coating system on the tank (inside and outside). Actual painting project may include the removal of the old coating system and the repainting of the primer, intermediate, and finish coats.

Cost Summary	New Maintenance Replacement			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
	Professional Services									
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X		630,000						630,000
TOTAL COST				630,000	-	-	-	-	-	630,000

Funding Source(s)		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
481-Water Fund	▼	630,000						630,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		630,000	-	-	-	-	-	630,000

Project status and completed work

Coating system was inspected in 2007. Repainting was determined to be required in about 5 years. It is anticipated that this work will occur in 2012.

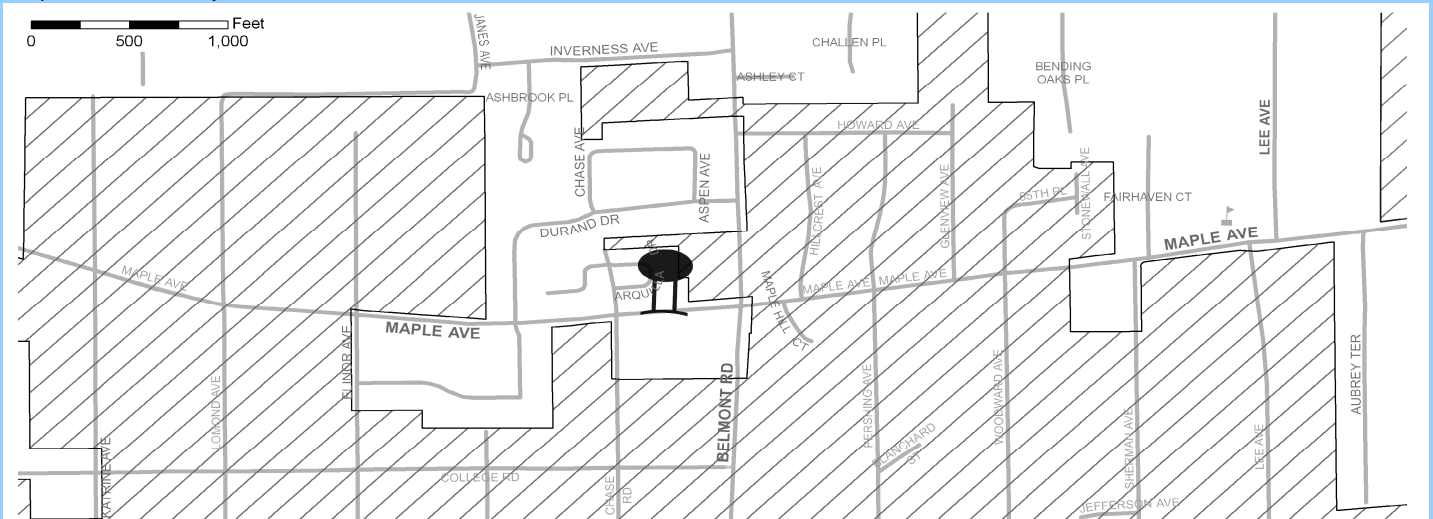
Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works