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File #: RES 20-133

Name:

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Passed

In control:

President and Board of Trustees

On agenda: 5/18/2020

Final action:

5/18/2020

Title:

A Resolution Approving a Professional Services Agreement with Clark Dietz, Inc. for Mechanical Engineering Services for the Oak Park Police Department Firing Range Ventilation Improvements Project in an Amount Not To Exceed \$35,000.00 and Authorizing its Execution

Attachments:

- 1. [Resolution-PD Firing Range Consultant](#), 2. [Professional Services Agreement-Clark Dietz-PD Firing Range](#), 3. [Attachment-RFP Summary-PD Firing Range 2020](#), 4. [Attachment-Clark Dietz Proposal Oak Park Police Dept Firing Range Ventilation Improvements](#), 5. [Attachment-RFP Oak Park PD Firing Range Engineering](#), 6. [Attachment-SOS Clark Dietz](#), 7. [Attachment-Addendum No. 1](#)

[History \(1\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director, LaDon Reynolds, Police Chief

Reviewed By

LKS

Agenda Item Title

A Resolution Approving a Professional Services Agreement with Clark Dietz, Inc. for Mechanical Engineering Services for the Oak Park Police Department Firing Range Ventilation Improvements Project in an Amount Not To Exceed \$35,000.00 and Authorizing its Execution

Overview

The Oak Park Police Department's existing firing range is located in the lower level of Village Hall as part of the Police Station space. The firing range has been out of service since 2017 due to

substandard ventilation and air flow in that space. The approval of these services would be the first step in providing the Police Department with a much needed and mechanically up-to-date firing range necessary for officer certification.

Recommendation

Approve the Resolution.

Fiscal Impact

Funds are provided in the Building Improvement Fund, account no. 3012-43790-101-540673, for Police Station improvements. In 2019, there was \$150,000.00 of unspent funds that were specifically dedicated for the firing range ventilation improvements.

The Clark Dietz, Inc. base proposal is for \$30,500.00. Given some of the uncertainties with these types of retro fit projects, staff is recommending a not to exceed amount of \$35,000.00 for these services.

Background

Since 2008 Public Works staff has been working intermittently with Police Department staff to identify and correct numerous various deficiencies in the firing range, including poor lighting, outdated equipment, insufficient sound proofing, and most recently noted, air exchange/ventilation issues.

In 2014, Best Technology Solutions (BTS) provided a "Shooters Exposure Assessment and range Airflow Evaluation" to the Police Department. The evaluation revealed that the range failed to meet acceptable OSHA guidelines with respect to potential lead exposure. As a result, this report warranted further verification, and staff retained Midwest Environmental Consultants (MEC) to conduct a separate analysis which corroborated the BTS findings.

The next step in the process of improving the air flow in the range involved modifying the existing ductwork leading from the firing range air handling unit into the range to bring in 100% fresh outside air into the space. Although that effort provided minimal improvement, it did not solve all of the air exchange deficiencies. Another study conducted by MEC in early 2017 showed the range to still have a positive air pressure (meaning more air going out of the range area instead of into the range) and inadequate air exchange rates. As a result, the range has not been used since early 2017.

In early 2019, the Police Department retained the services of Carey's Small Arms Range Ventilation to conduct an updated study of the existing air flow and ventilation conditions inside the firing range. The study found that the existing mechanical system components are below current NIOSH, OSHA and EPA standards and insufficient for indoor firing range ventilation and air supply. The study also corroborated that the range has a positive air pressure relative to the surrounding spaces (hallway, vending area and locker rooms). Modern indoor firing ranges are required to maintain a negative air pressure to the surrounding space (meaning airflow goes into the space, not out of the space). Lastly, the study provided recommendations on what needs to be done to bring the range up to current standards and provide the needed ventilation improvements.

In January of this year, staff issued a Request for Proposals (RFP) for design/build ventilation improvements to the range. No bids were received, and after following up with prospective bidders, staff learned that a design/build approach was less desirable for contractors than a traditional design/bid/build method, so on February 26th, 2020, staff issued another RFP for mechanical design services to improve the firing range ventilation. A total of four proposals were received. A summary is attached.

Although Oak Brook Mechanical submitted the lowest price, they have no experience in designing indoor firing range ventilation/HVAC systems. Based on the proposals submitted, staff recommends approval the Clark Dietz, Inc. proposal. The project team of Clark Dietz has recent experience in designing firing range ventilation improvements, and has stated that the conditions of their most recent firing range project was virtually identical to the issues Police Department, currently faces. They have demonstrated they are competent and confident in understanding the needs of the Police Department.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

None.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

Staff will continue to work with the Police Department to ensure that improvements made to the ventilation system are adequate. The next step would be to place the new ventilation design out for construction bids. Staff will bring forward to the Board the lowest responsible bid for approval.

Intergovernmental Cooperation Opportunities

None.



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 19 day of May, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Clark Dietz, Inc., an Illinois corporation (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the Village intends to have mechanical engineering services performed by the Consultant for the Oak Park Police Department Firing Range Ventilation Improvements Project pursuant to the Consultant's Proposal dated March 31, 2020, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal"), the Village's Request for Proposals dated February 26, 2020, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

2. **SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional environmental engineering services, as more completely described in the Consultant's proposal (hereinafter referred to as the "Services") and the Village's RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's RFP, this Agreement and/or the Village's RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Charles Craddock, PE as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$30,500.00. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing

by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments,

awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its Services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
 - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
 - iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

- (B) **Professional Liability:**
 - i. Per Claim/Aggregate \$2,000,000.00
 - ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

- (C) **Workers' Compensation:**
 - i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation

insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (D) **Comprehensive Automobile Liability:**
 - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the

other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for

three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant,

and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Consultant:

Charles Craddock, PE
Clark Dietz, Inc.
1815 S. Meyers Road, Suite 470
Oakbrook Terrace, IL 60181
Email: chip.craddock@clarkdietz.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, 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. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled 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.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Date: 5/19, 2020

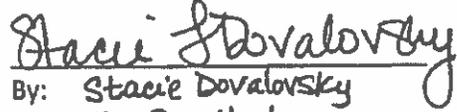
ATTEST



By: Vicki Scaman
Its: Village Clerk

Date: 5/19, 2020

CLARK DIETZ, INC.



By: Stacie Dovalovsky
Its: Vice President

Date: 6/9, 2020

ATTEST



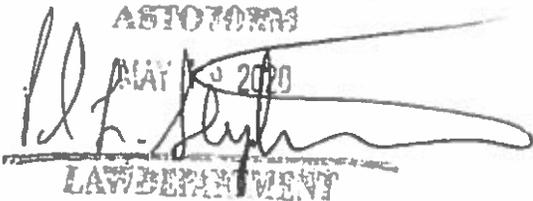
By: NIRAV PATEL
Its: Project Manager

Date: 6/14, 2020

REVIEWED AND APPROVED

ASTOTORS

MAY 19 2020



LAW DEPARTMENT



PROPOSAL

**Police Department
Firing Range
Ventilation
Improvements**

Village of Oak Park, IL

RFP 20-123

March 31, 2020

ClarkDietz

Engineering Quality of Life

ClarkDietz

Engineering Quality of Life³



March 31, 2020

Vic Sabaliauskas
Building Maintenance Superintendent
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

RE: Proposal for Professional Mechanical Engineering Services for
The Village Oak Park Police Department Firing Range Ventilation Improvements Project

Dear Mr. Sabaliauskas:

Reliable and safe ventilation system is vital to the operation of the firing range that the village of Oak Park Police Department uses in its service of the public. Clark Dietz, Inc. has the leadership, expertise, experience, and commitment to provide study, design, and construction engineering services to evaluate the existing ventilation system and replace the necessary components to have a functional range that can be utilized for a tactical range training.

The benefits of the Clark Dietz Team for the Village of Oak Park are:

- Proven leadership
- Effective project management
- Expertise with Range Ventilation system
- Proven performance for firing range design and construction engineering capabilities
- Commitment to quality
- Superior service.

This Proposal demonstrates the capabilities of Clark Dietz and our qualifications to provide the design and construction engineering services needed for the firing range ventilation system improvements. It includes this cover letter, an organization chart, key staff resumes, other available support staff, similar project experience, and our project understanding and approach.

The primary point of contact for this proposal is:

Nirav Patel, PE
MEP Team Leader
1815 S. Meyers Road, Suite 470 Oakbrook Terrace, IL 60181
nirav.patel@clarkdietz.com
phone: 312.466.8242

We pledge that the key staff identified in this proposal will be committed throughout the contract construction. Clark Dietz asks for the opportunity to work with the Village of Oak Park to make this important project a reality.

Sincerely,

Clark Dietz, Inc.

Nirav Patel, PE
MEP Team Leader

CONTENTS

CONTENTS

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Section 1



Capabilities



ABOUT US

Clark Dietz, Inc. is a multi-disciplined consulting engineering firm operating from offices in Illinois, Indiana, Kentucky and Wisconsin. Our primary areas of service include civil and environmental infrastructure, transportation, structural, mechanical, and electrical engineering.

OUR PHILOSOPHY

As experienced consultants, we serve as trusted advisors to our clients. As partners, we become fully vested in achieving their goals. We believe in serving our clients to our utmost capacity, period. We operate with integrity, foster collaboration, and expect excellence in all we do. For more than 60 years we have built a reputation for the integrity of our work, our actions, and our results. With an unwavering commitment to our clients, we stand behind everything we do.

DIVERSITY

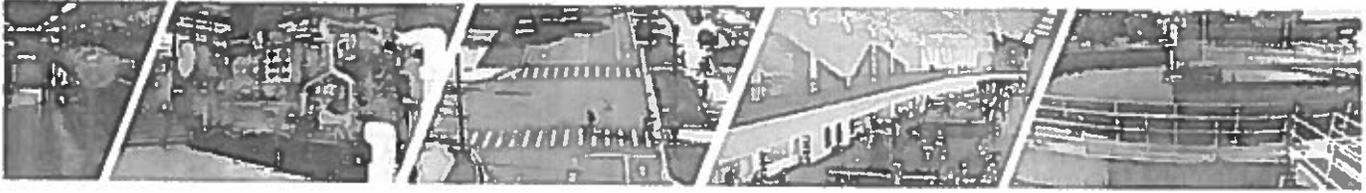
We are proud of our diverse professional staff. Approximately 30 percent of our workforce consists of minority or female employees; they also represent over 30 percent of our shareholders. Additionally, we have established annual scholarships for minorities with the University of Illinois at Urbana-Champaign, University of Illinois at Chicago, University of Wisconsin-Platteville, Purdue University-IN, and the Rose-Hulman Institute of Technology.

SUSTAINABILITY

Nature's most precious assets need our protection and we take this responsibility seriously. Our specialists in environmental science, green infrastructure, and our LEED Accredited professionals thoroughly assess the impact a design may have on energy consumption, waterways, habitat, vegetation, and water quality. At Clark Dietz, we are fully committed to optimizing the benefits of sustainability in every solution we design.

OUR HISTORY

Our roots go back to the 1940's to three University of Illinois Engineering professors; James Clark, Eugene Daily, and Jess Dietz. These three formalized their association by incorporating in 1953. By the late 1970s Clark Dietz was a recognized leader among Midwest-based civil engineering companies serving clients from seven regional offices. The original owners sold the firm and it was ultimately owned by CRS Sirmine, one of the nation's largest engineering and architectural firms. Through an employee buy-out of the Champaign office and the name, Clark Dietz again became a privately held corporation in 1987. Employee ownership has been a key factor in the success of the firm, with approximately 30 percent of current employees now owning stock in the company and all employees participating through an ESOP. Today Clark Dietz employs more than 100 professionals in 10 offices.



OUR SERVICES

Infrastructure goes beyond the functional. It is the foundation that connects people, revitalizes communities, spurs economic growth, and protects the environment.

It is what we do, who we are, and why we serve.

- MUNICIPAL
- WATER, WASTEWATER, STORMWATER
- TRANSPORTATION
- ELECTRICAL
- MECHANICAL
- STRUCTURAL

OUR LOCATIONS

CHAMPAIGN, IL
 125 W. Church Street
 Champaign, IL 61820
 217.373.8900

CHICAGO, IL
 118 S. Clinton Street, Suite 570
 Chicago, IL 60661
 312.648.9900

OAKBROOK TERRACE, IL
 1815 S. Meyers Road, Suite 470
 Oakbrook Terrace, IL 60181
 630.413.4130

EVANSVILLE, IN
 21 SE 3rd Street, Suite 200
 Evansville, IN 47708
 812.471.4802

INDIANAPOLIS, IN
 8900 Keystone Crossing, Suite 475
 Indianapolis, IN 46240
 317.844.8900

NEW ALBANY, IN
 120 West Spring Street, Suite 400
 New Albany, IN 47150
 812.725.8595

LOUISVILLE, KY
 312 S. Fourth Street, Suite 700
 Louisville, KY 40202
 502.587.1748

KENOSHA, WI
 625 57th Street, 6th Floor
 Kenosha, WI 53140
 262.657.1550

MILWAUKEE, WI
 759 N. Milwaukee Street, Suite 624
 Milwaukee, WI 53202
 414.727.4990

WAUSAU, WI
 500 N. 3rd Street, Suite 703
 Wausau, WI 54403
 715.845.1333



Mechanical



Today's public buildings need energy efficient, safe, and reliable mechanical and electrical systems more than ever before. At Clark Dietz, we strive to optimize sustainability and occupant comfort by improving air quality, reducing energy consumption, and lowering costs.

Whether you need feasibility studies to plan and budget for future work or need design solutions and help with construction, Clark Dietz has the right experience.

BUILDING TYPES

- Corporate
- Correctional/Criminal Justice
- Educational
- Government
- Health Care Facilities
- Public Works
- Water and Wastewater Plants

MECHANICAL SYSTEMS

- Chiller and boiler plants
- Utility distribution systems
- Heating and air conditioning
- Ventilation

- Plumbing and fire protection
- Laboratory systems
- Temperature controls
- Geothermal systems

WATER & ENERGY

- Pump and blower efficiency
- Process performance modeling
- Aeration efficiency
- Biogas reuse
- Green infrastructure
- Renewable Energy

LEED / ENERGY EXPERIENCE

- Energy Audits
- Sustainable design
- Energy modeling
- Energy recovery systems
- Geothermal systems
- Commissioning
- LEED certification

Electrical



Electrical engineering has been a recognized specialty of Clark Dietz since the late 1960s. Today we provide electrical engineering services to the municipal, educational, institutional and industrial marketplaces. Our experience in a wide variety of building types and functions enhances our ability to provide innovative and cost-effective design solutions. We provide power distribution engineering for municipalities that own their own electrical distribution system and to those that generate power.

We work closely with our clients and project partners including architects and other engineers on a regular basis. We understand how to mesh our designs into the scope, quality, schedule and budget requirements of a project without losing site of the project goals. We understand the balance between first cost, life cycle cost, and the long term implications of good design.

POWER DISTRIBUTION

- Wastewater / water treatment facilities
- Campus power distribution
- Substations
- New subdivisions
- Emergency/standby generation

POWER SYSTEM STUDIES

- Harmonic analysis
- Load flow and voltage drop
- Coordination analysis
- Power quality analysis
- Arc flash studies

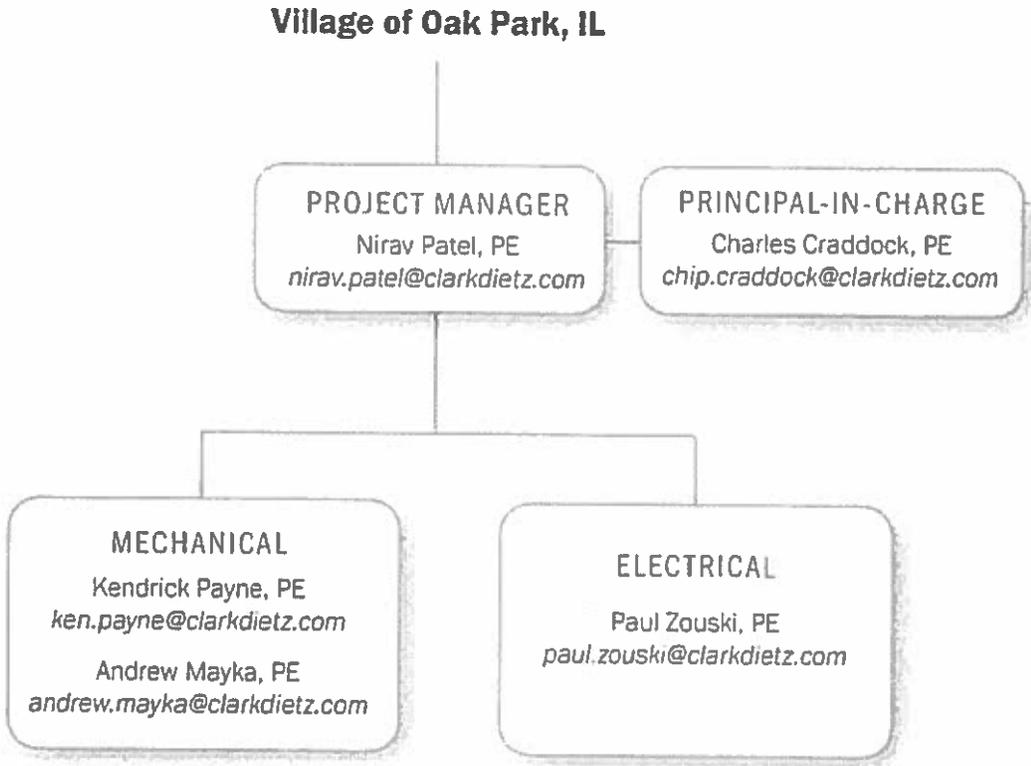
LIGHTING / SPECIAL SYSTEMS

- Roadway and parking lot lighting
- Airport lighting
- Fire alarm systems
- Security/card access systems
- Voice/data systems

Section 2



Team Organization / Resumes





Nirav Patel, PE

Project Manager

EXPERIENCE
18 Years

EDUCATION
BS, Mechanical Engineering,
University of Illinois at Chicago

REGISTRATIONS
Illinois Professional Engineer
#062.060001
Indiana Professional Engineer
#11012367
Missouri Professional Engineer
#2014027250
Wisconsin Professional Engineer
#41873

ADDITIONAL TRAINING
Revit MEP Fundamentals

PROFESSIONAL AFFILIATIONS
American Society of Plumbing
Engineers, Member
American Society of Heating,
Refrigeration, and Air Conditioning
Eng., Member

Mr. Patel is team leader of our Illinois mechanical/electrical design group, and has led project teams through building system evaluations and studies, design, and construction of building improvements and new facilities. Nirav is experienced in the design of heating, ventilation, air conditioning, plumbing, and fire suppression systems in municipal, educational, commercial, and industrial applications. He performs load calculations, reviews ventilation requirements for code compliance, selects and coordinates equipment purchase, performs hydraulic pressure calculations, and produces complete contract documents.

Nirav brings expert oversight and communication and outreach to stakeholders, ensuring a comprehensive solution for Oak Park's Police Station Firing Range Ventilation Improvements project.

Project Experience

Engineering Design for Public Safety Facility, Oconomowoc, WI / Project Manager. Design and bidding services to convert an empty and vacant building to a new Public Safety Facility. The 39,800 SF building will be utilized by the Police Department, Emergency Management, and includes a multi-purpose community room.

Armed Forces Reserve Center, Madison, WI / Mechanical Engineer. This 180,233 SF facility consisted primarily of vehicle maintenance and storage, assembly spaces, classrooms, kitchen, dining and office spaces. Specialty spaces included COMSEC, weapon vaults and flammable/controlled waste storage. Systems design included geothermal applications. This project was designed to achieve LEED "self-certification" Silver.

Police Station Firing Range Ventilation Improvements, Rolling Meadows, IL / Project Manager. Design phase services including preparation of construction drawings and specifications for modifications required for code compliance. Construction phase services were also provided, including review of the mechanical contractor's proposal, review of shop drawings, responding to questions, and preparation of record drawings.

Fleetwood-Jourdain Center HVAC & Electrical Improvements, Evanston, IL / Project Manager. Mechanical, electrical, structural and plumbing design, and construction engineering services for a 23,200 SF community center.

Chandler-Newberger HVAC and Electrical Improvements, Evanston, IL / Project Manager. Evaluation of existing HVAC and electrical systems and development of improvement solutions to address energy savings, reliability, ease of maintenance, and minimize capital investment and service disruption during construction of the improvements.

Pumping Station Switchboard Replacement and VFD Installation, Franklin Park, IL / Construction Engineer. Electrical design and construction engineering services for replacement of electrical service and pump control

Nirav Patel | continued

equipment, addition of Variable Frequency Drives, and replacement of pump motors at the Village's water pumping station and 911 Emergency Center. Detailed construction sequencing was provided to avoid service interruption to these facilities during construction.

Police Station Facility Condition Assessment, Franklin Park, IL / Mechanical Engineer. Performed physical and functional condition assessment of existing primary and back-up power, lighting, telecom, fire alarm, security systems, heating and air-conditioning units, boilers, and hot water heating system components. Existing plumbing systems serving the locker rooms, restrooms and holding cells were also evaluated.

Pump House Upgrades, Harwood Heights, IL / Mechanical Engineer. Engineering services for the renovation of an existing water pump station including updated SCADA system, replacement of electrical power and control equipment, site utility improvements and renovation of the interior and exterior of the building.

Police Station Modifications, Harwood Heights, IL / Project Manager. Design of HVAC, electrical, and fire protection improvements for modification of an existing facility training room into three separate areas to create a new dispatch office, corridor and training facility.

New Fire Stations, Rolling Meadows, IL / Project Manager. Design and construction phase services for two new fire stations, each approximately 10,000 SF, single story buildings with slab-on-grade floors, perimeter strip footings and foundation walls with interior column pad footings. Mechanical, electrical, plumbing, fire protection and site civil design services were provided for both stations.

KDOT Office Building Remodel, Campton Hills, IL / Project Manager. Design of HVAC and electrical system improvements to support the renovation and reconfiguration of approximately 1,700 SF of office space.

City Hall HVAC Control System Final Design, Rolling Meadows, IL / Project Manager. Design of a new web-based building automation system, ductwork revisions, fan motor replacements, and a new roof top air conditioner, installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms, that communicate with the new Building Automation System for control interface and alarm notification.

City Hall Preliminary and Final HVAC, Rolling Meadows, IL / Project Manager. Performed a condition assessment of the HVAC system in a 40,250 SF municipal office building consisting of three above ground floors and a basement. Systems evaluated included hot water boiler and piping; air conditioning chiller and piping; air handling units, ductwork and variable air volume boxes; roof top air conditioning units; exhaust fans and miscellaneous heating devices; and pneumatic control system. Recommendations for improvements to the HVAC system were developed including a new web-based building automation system, ductwork revisions, and fan motor replacements. An existing packaged roof top air conditioner served the IT Server Room, and the new IT room air conditioning system was installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms. The new unit communicates with the new Building Automation System for control interface and alarm notification.

Fire House Controls, Winnetka, IL / Project Manager. Development of design documents integrating three roof top units and the various zones served by them with a new controls system to reside on the Village's network, resulting in improved thermostatic zone control.



Charles "Chip" Craddock, PE

Principal in Charge

EXPERIENCE

36 Years

EDUCATION

MBA, University of Illinois

MS, Electrical Engineering,
University of Oklahoma

BS, Electrical Engineering, University
of Oklahoma

REGISTRATIONS

Illinois Professional Engineer
#062.050439

Florida Professional Engineer
#86708

Indiana Professional Engineer
#19600283

Kentucky Professional Engineer
#21062

Missouri Professional Engineer
#2014027245

Tennessee Professional Engineer
#114150

Wisconsin Professional Engineer
#31555

PROFESSIONAL AFFILIATIONS

ACEC Illinois, National Director

Council of American Mechanical
and Electrical Engineers, National
Director

ACEC Illinois, Capital Development
Board Advisory Committee

Illinois Society of Professional
Engineers

CIVIC ORGANIZATIONS

Champaign County Chamber of
Commerce

City of Champaign Code Review and
Appeals Board

As the Principal-In-Charge, Mr. Craddock holds ultimate responsibility for ensuring staff resources are aligned with client goals and budgets. He has more than 30 years of experience managing mechanical/electrical/plumbing projects and has built a strong reputation for efficient and effective management of resources. Working directly with our Project Manager, he will provide the guidance and decisions necessary to optimize the efficiency, quality, and timeliness of the project.

As Technical Leader of Electrical Design, Chip oversees all systems work for both design and construction. He has served as electrical project engineer and project manager on a variety of private and public sector projects for municipal, educational, and industrial clients. Early in his career Chip worked as a journeyman wireman gaining extensive hands-on experience in installation of electrical systems, providing the practical foundation for his designs.

Project Experience

New Police Station, Antioch, IL / Electrical Engineer. Design and construction management services for a new 13,040 SF police station. Electrical systems included high efficiency lighting, data and telephone communications and a standby generator to carry critical building loads. HVAC systems utilize single zone air handlers with DX cooling and hot water heating.

Fleetwood-Jourdain Center HVAC & Electrical Improvements, Evanston, IL / Principal In Charge. Mechanical, electrical, structural and plumbing design, and construction engineering services for a 23,200 SF community center.

Pumping Station Switchboard Replacement and VFD Installation, Franklin Park, IL / Quality Assurance/Quality Control Coordinator. Electrical design and construction engineering services for replacement of electrical service and pump control equipment, addition of Variable Frequency Drives, and replacement of pump motors at the Village's water pumping station and 911 Emergency Center. Detailed construction sequencing was provided to avoid service interruption to these facilities during construction.

Police Station Facility Condition Assessment, Franklin Park, IL / Project Manager. Performed physical and functional condition assessment of existing primary and back-up power, lighting, telecom, fire alarm, security systems, heating and air-conditioning units, boilers, and hot water heating system components. Existing plumbing systems serving the locker rooms, restrooms and holding cells were also evaluated.

New Water Treatment Plant Electrical and Mechanical Design, Rockford, IL / Principal In Charge. Design of electrical service, power distribution, lighting systems, connection of new control devices to an existing SCADA system, and HVAC systems for a new water treatment facility.

Pump House Upgrades, Harwood Heights, IL / Electrical Engineer. Engineering services for the renovation of an existing water pump station

Charles Craddock | continued

including updated SCADA system, replacement of electrical power and control equipment, site utility improvements and renovation of the interior and exterior of the building.

New Fire Stations, Rolling Meadows, IL / Principal In Charge. Design and construction phase services for two new fire stations, each approximately 10,000 SF, single story buildings with slab on-grade floors, perimeter strip footings and foundation walls with interior column pad footings. Mechanical, electrical, plumbing, fire protection and site civil design services were provided for both stations.

City Hall Preliminary and Final HVAC, Rolling Meadows, IL / Sr. Project Manager. Performed a condition assessment of the HVAC system in a 40,250 SF municipal office building consisting of three above ground floors and a basement. Systems evaluated included hot water boiler and piping; air conditioning chiller and piping; air handling units, ductwork and variable air volume boxes; roof top air conditioning units; exhaust fans and miscellaneous heating devices; and pneumatic control system. Recommendations for improvements to the HVAC system were developed including a new web-based building automation system, ductwork revisions, and fan motor replacements. An existing packaged roof top air conditioner served the IT Server Room, and the new IT room air conditioning system was installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms. The new unit communicates with the new Building Automation System for control interface and alarm notification.



Kendrick Payne, PE, LEED AP

Mechanical Engineer

EXPERIENCE
41 Years

EDUCATION
Landscape Architecture, University
of Illinois

REGISTRATIONS
Wisconsin Professional Engineer
#27939-6
LEED Accredited Professional

PROFESSIONAL AFFILIATIONS
American Society of Heating,
Refrigeration and Air Conditioning
Engineers

Mr. Payne is experienced with design and construction of heating, ventilation, air conditioning, plumbing and fire protection systems in municipal, industrial, academic, healthcare, and correctional facilities. He also has extensive utility plant systems experience including steam and hot water boilers, chiller plants, compressed air and vacuum systems, propane plants, fuel oil storage, and specialty gas storage and handling. Ken is a leader in sustainable design initiatives and knowledgeable in the application of LEED principles for mechanical, electrical, and plumbing systems.

Project Experience

Engineering Design for Public Safety Facility, Oconomowoc, WI / Mechanical Engineer. Design and bidding services to convert an empty and vacant building to a new Public Safety Facility. The 39,800 SF building will be utilized by the Police Department, Emergency Management, and includes a multi-purpose community room.

Fleetwood-Jourdain Center HVAC & Electrical Improvements, Evanston, IL / Mechanical Engineer. Mechanical, electrical, structural and plumbing design, and construction engineering services for a 23,200 SF community center.

Chandler-Newberger HVAC and Electrical Improvements, Evanston, IL / Mechanical Engineer. Evaluation of existing HVAC and electrical systems and development of improvement solutions to address energy savings, reliability, ease of maintenance, and minimize capital investment and service disruption during construction of the improvements.

New Water Treatment Plant Electrical and Mechanical Design, Rockford, IL / Mechanical Engineer. Design of electrical service, power distribution, lighting systems, connection of new control devices to an existing SCADA system, and HVAC systems for a new water treatment facility.

Pump House Upgrades, Harwood Heights, IL / Mechanical Engineer. Engineering services for the renovation of an existing water pump station including updated SCADA system, replacement of electrical power and control equipment, site utility improvements and renovation of the interior and exterior of the building.

New Fire Stations, Rolling Meadows, IL / Mechanical Engineer. Design and construction phase services for two new fire stations, each approximately 10,000 SF, single story buildings with slab-on-grade floors, perimeter strip footings and foundation walls with interior column pad footings. Mechanical, electrical, plumbing, fire protection and site civil design services were provided for both stations.

City Hall HVAC Control System Final Design, Rolling Meadows, IL / Lead Mechanical Engineer. Design of a new web-based building automation system, ductwork revisions, fan motor replacements, and a new roof top air conditioner, installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms, that communicate with the new Building Automation System for control interface and alarm notification.

Kendrick Payne | continued

City Hall Preliminary and Final HVAC, Rolling Meadows, IL / Lead Mechanical Engineer. Performed a condition assessment of the HVAC system in a 40,250 SF municipal office building consisting of three above ground floors and a basement. Systems evaluated included hot water boiler and piping; air conditioning chiller and piping; air handling units, ductwork and variable air volume boxes; roof top air conditioning units; exhaust fans and miscellaneous heating devices; and pneumatic control system. Recommendations for improvements to the HVAC system were developed including a new web-based building automation system, ductwork revisions, and fan motor replacements. An existing packaged roof top air conditioner served the IT Server Room, and the new IT room air conditioning system was installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms. The new unit communicates with the new Building Automation System for control interface and alarm notification.

Fire House Controls, Winnetka, IL / Mechanical Engineer. Development of design documents integrating three roof top units and the various zones served by them with a new controls system to reside on the Village's network, resulting in improved thermostatic zone control.



Andrew Mayka, PE

Mechanical Engineer

EXPERIENCE
11 Years

EDUCATION
BS, Mechanical Engineering,
University of Illinois at Urbana-
Champaign

MS, Energy Engineering, University
of Illinois at Chicago

REGISTRATIONS
Illinois Professional Engineer
#062.066783

ADDITIONAL TRAINING
ASHRAE HVAC Essential Design

PROFESSIONAL AFFILIATIONS
American Society of Heating,
Refrigeration, and Air Conditioning
Eng., Affiliate Member

Mr. Mayka is an experienced mechanical engineer, skilled in determining mechanical design requirements, selecting valves and pumps, coordinating the completion of required design analyses, and determining code and regulatory requirements. Andy is experienced with performing load calculations in Trane Trace 700, sizing and routing ductwork and hydronic system piping in AutoCAD MEP, creating cost estimates, and performing pressure loss computations.

Project Experience

Engineering Design for Public Safety Facility, Oconomowoc, WI / Mechanical Engineer. Design and bidding services to convert an empty and vacant building to a new Public Safety Facility. The 39,800 SF building will be utilized by the Police Department, Emergency Management, and includes a multi-purpose community room.

Armed Forces Reserve Center, Madison, WI / Mechanical Engineer. This 180,233 SF facility consisted primarily of vehicle maintenance and storage, assembly spaces, classrooms, kitchen, dining and office spaces. Specialty spaces included COMSEC, weapon vaults and flammable/controlled waste storage. Systems design included geothermal applications. This project was designed to achieve LEED "self-certification" Silver.

Police Station Firing Range Ventilation Improvements, Rolling Meadows, IL / Mechanical Engineer. Design phase services including preparation of construction drawings and specifications for modifications required for code compliance. Construction phase services were also provided, including review of the mechanical contractor's proposal, review of shop drawings, responding to questions, and preparation of record drawings.

Fleetwood-Jourdain Center HVAC & Electrical Improvements, Evanston, IL / Mechanical Engineer. Mechanical, electrical, structural and plumbing design, and construction engineering services for a 23,200 SF community center.

Chandler-Newberger HVAC and Electrical Improvements, Evanston, IL / Mechanical Engineer. Evaluation of existing HVAC and electrical systems and development of improvement solutions to address energy savings, reliability, ease of maintenance, and minimize capital investment and service disruption during construction of the improvements.

Water Treatment Facility Improvements, East Dundee, IL / Mechanical Engineer. Mechanical design including HVAC for the entire plant, chemical feed equipment building, electrical and HVAC rooms, meter shop and control room for SCADA system.

New Fire Stations, Rolling Meadows, IL / Mechanical Engineer. Design and construction phase services for two new fire stations, each approximately 10,000 SF, single story buildings with slab-on-grade floors, perimeter strip footings and foundation walls with interior column pad footings. Mechanical, electrical, plumbing, fire protection and site civil design services were provided for both stations.

KDOT Office Building Remodel, Campton Hills, IL / Mechanical Engineer. Design of HVAC and electrical system improvements to support the renovation and reconfiguration of approximately 1,700 SF of office space.

City Hall Preliminary and Final HVAC, Rolling Meadows, IL / Mechanical Engineer. Performed a condition assessment of the HVAC system in a 40,250 SF municipal office building consisting of three above ground floors and a basement. Systems evaluated included hot water boiler and piping; air conditioning chiller and piping; air handling units, ductwork and variable air volume boxes; roof top air conditioning units; exhaust fans and miscellaneous heating devices; and pneumatic control system. Recommendations for improvements to the HVAC system were developed including a new web-based building automation system, ductwork revisions, and fan motor replacements. An existing packaged roof top air conditioner served the IT Server Room, and the new IT room air conditioning system was installed while the existing roof top system was still in operation. The new system has electric reheat, Infrared humidification, water leak detection, and high temperature alarms. The new unit communicates with the new Building Automation System for control interface and alarm notification.

Fire House Controls, Winnetka, IL / Mechanical Engineer. Development of design documents integrating three roof top units and the various zones served by them with a new controls system to reside on the Village's network, resulting in improved thermostatic zone control.



Paul Zouski, PE

Electrical Engineer

EXPERIENCE

17 Years

EDUCATION

BS, Electrical Engineering, University
of Wisconsin - Platteville

REGISTRATIONS

Illinois Professional Engineer
#062.065998

Wisconsin Professional Engineer
#42301-6

Kentucky Professional Engineer
#33759

Virginia Professional Engineer
#0402059171

Texas Professional Engineer
#117485

Wisconsin Commercial Electrical
Inspector #1068205

Wisconsin Master Electrician
#1068205

ADDITIONAL TRAINING

NFPA 70E Electrical Safety in the
Workplace Seminar

NECA Basic Estimating of Electrical
Construction

OSHA 10 Certification

PROFESSIONAL AFFILIATIONS

National Society of Professional
Engineers

Wisconsin Society of Professional
Engineers

Mr. Zouski is an experienced project engineer specializing in electrical design and cost estimating for municipal, academic, corporate, and industrial facilities. He designs to required specifications, with a focus on the economy, safety, reliability, quality and sustainability of the result. Paul understands the importance of continuous operations and provides the necessary attention to minimize service disruption during construction. His background as a commercial electrical inspector and electrician is the foundation of his efficiency in field investigations constructible designs.

Project Experience

Engineering Design for Public Safety Facility, Oconomowoc, WI / Electrical Engineer. Design and bidding services to convert an empty and vacant building to a new Public Safety Facility. The 39,800 SF building will be utilized by the Police Department, Emergency Management, and includes a multi-purpose community room.

Police Station Firing Range Ventilation Improvements, Rolling Meadows, IL / Electrical Engineer. Design phase services including preparation of construction drawings and specifications for modifications required for code compliance. Construction phase services were also provided, including review of the mechanical contractor's proposal, review of shop drawings, responding to questions, and preparation of record drawings.

Fleetwood-Jourdain Center HVAC & Electrical Improvements, Evanston, IL / Electrical Engineer. Mechanical, electrical, structural and plumbing design, and construction engineering services for a 23,200 SF community center.

Chandler-Newberger HVAC and Electrical Improvements, Evanston, IL / Electrical Engineer. Evaluation of existing HVAC and electrical systems and development of improvement solutions to address energy savings, reliability, ease of maintenance, and minimize capital investment and service disruption during construction of the improvements.

New Water Treatment Plant Electrical and Mechanical Design, Rockford, IL / Mechanical Engineer. Design of electrical service, power distribution, lighting systems, connection of new control devices to an existing SCADA system, and HVAC systems for a new water treatment facility.

Pump House Upgrades, Harwood Heights, IL / Electrical Engineer. Engineering services for the renovation of an existing water pump station including updated SCADA system, replacement of electrical power and control equipment, site utility improvements and renovation of the interior and exterior of the building.

Police Station Modifications, Harwood Heights, IL / Electrical Engineer. Design of HVAC, electrical, and fire protection improvements for modification of an existing facility training room into three separate areas to create a new dispatch office, corridor and training facility.

Paul Zouski | continued

New Fire Stations, Rolling Meadows, IL / Electrical Engineer. Design and construction phase services for two new fire stations, each approximately 10,000 SF, single story buildings with slab-on-grade floors, perimeter strip footings and foundation walls with interior column pad footings. Mechanical, electrical, plumbing, fire protection and site civil design services were provided for both stations.

KDOT Office Building Remodel, Campton Hills, IL / Electrical Engineer. Design of HVAC and electrical system improvements to support the renovation and reconfiguration of approximately 1,700 SF of office space.

City Hall HVAC Control System Final Design, Rolling Meadows, IL / Electrical Engineer. Design of a new web-based building automation system, ductwork revisions, fan motor replacements, and a new roof top air conditioner, installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms, that communicate with the new Building Automation System for control interface and alarm notification.

City Hall Preliminary and Final HVAC, Rolling Meadows, IL / Electrical Engineer. Performed a condition assessment of the HVAC system in a 40,250 SF municipal office building consisting of three above ground floors and a basement. Systems evaluated included hot water boiler and piping; air conditioning chiller and piping; air handling units, ductwork and variable air volume boxes; roof top air conditioning units; exhaust fans and miscellaneous heating devices; and pneumatic control system. Recommendations for improvements to the HVAC system were developed including a new web-based building automation system, ductwork revisions, and fan motor replacements. An existing packaged roof top air conditioner served the IT Server Room, and the new IT room air conditioning system was installed while the existing roof top system was still in operation. The new system has electric reheat, infrared humidification, water leak detection, and high temperature alarms. The new unit communicates with the new Building Automation System for control interface and alarm notification.

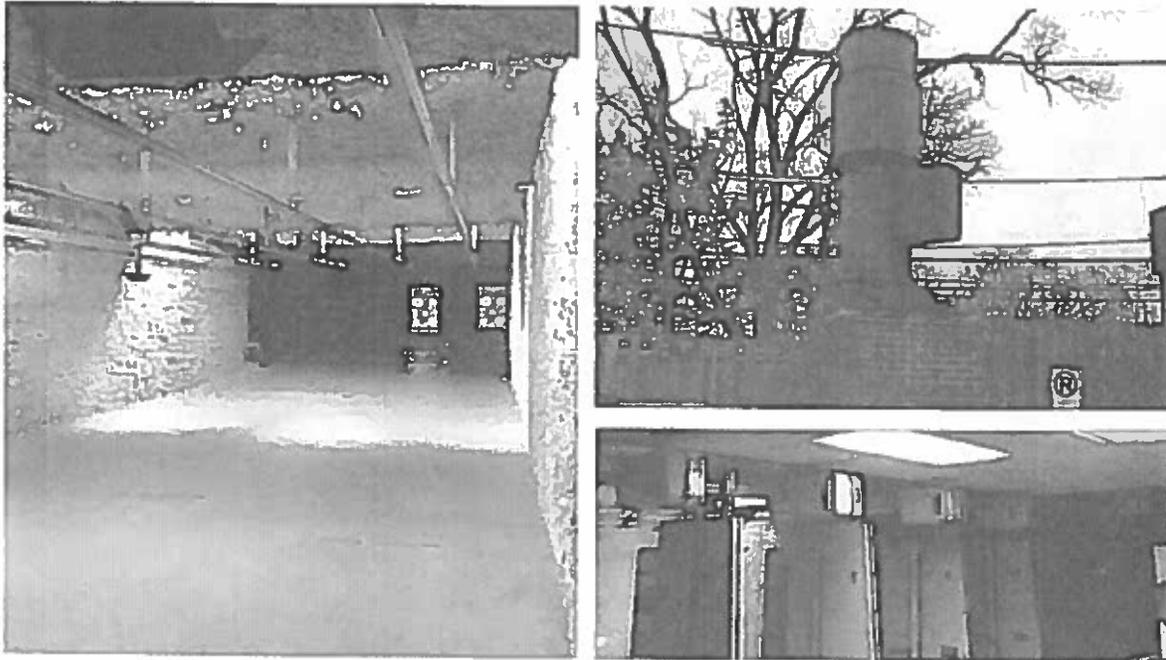
Section 3



Comparable Work

Police Station Firing Range Ventilation Improvements

Rolling Meadows, IL



CONSTRUCTION COST
\$58,900

COST OF ENGINEERING
\$11,192

SIZE
10,600 CFM

PROJECT TEAM
Andrew Mayka, PE
Nirav Patel, PE
Paul Zouski, PE

OWNER CONTACT
Bill Arneson
Deputy Chief of Police
City of Rolling Meadows
ARNESON@cityrm.org

Clark Dietz reviewed a report prepared by others that outlined details of ventilation compliance testing performed at the pistol range located in the basement of the City Hall/Police Station facility. The report indicated that the existing ventilation system serving this space was not in compliance with current ventilation code requirements. Following review of the report, Clark Dietz performed analysis and prepared design documents to address the ventilation deficiencies.

The design phase services included preparation of construction drawings and specifications for modifications required for code compliance. We also provided construction phase services including review of the mechanical contractor's proposal, review of shop drawings, responding to questions that arose during construction, and preparation of record drawings.

Project Elements

- Removal of existing ventilation systems and replacement with new ductwork and spiral diffusers.
- Removal and replacement of existing HEPA filters with new filters.
- Update range controls to ensure negative pressure within range.
- Update ventilation system to allow laminar distribution through range.
- Replacement of existing fan motors to allow adequate ventilation rates meeting NIOSH and OSHA standards.
- New ventilation system providing an average of 72 FPM of ventilation at firing line and 55 FPM through the range.

Engineering Design for Public Safety Facility

Oconomowoc, WI



CONSTRUCTION COST
\$6,700,000 (est.)

COST OF ENGINEERING
\$158,600

SIZE
40,000 SF

PROJECT TEAM
Andrew Mayka, PE
Nirav Patel, PE
Paul Zouski, PE

CLIENT CONTACT
Andrew Mayo
FGM Architects
414.346.7284
AndrewM@fgmarchitects.com

Clark Dietz provided design and bidding services for mechanical, electrical, plumbing, and fire protection systems to support the conversion of an existing vacant building into a new Public Safety Facility. The new 38,900 SF facility will house the Police Department, Emergency Management Services, and a multi-purpose community room. The project also included evidence lab areas, gun cleaning, dispatch, and evidence storage.

Clark Dietz was responsible for these design elements:

- Remove all existing HVAC, electrical and plumbing systems throughout the facility, including equipment and fixtures.
- Install four new rooftop units.
- Install new domestic water system including instantaneous gas fired water heaters and water saving plumbing fixtures.
- Install new DDC controls with VVT dampers and thermostats.
- Install new electrical distribution system for power and lighting.
- Install new LED lighting throughout the facility.
- Install new power distribution system for site lighting.
- Install new computer room air conditioning units for server room.
- Install new fire protection system for the entire building, including dry systems for vehicle storage areas and FM200 system for server rooms.
- Install new CO/NO2 detection system, make up air units, exhaust fans and controls for ventilation system associated with vehicle storage areas.

Armed Forces Reserve Center Madison, WI



CONSTRUCTION COST
\$6,757,300

COST OF ENGINEERING
\$775,725

SIZE
180,233 SF

PROJECT TEAM
Andrew Mayka, PE
Nirav Patel, PE

OWNER CONTACT
Bill Napier
Architect
Wisconsin Division of
Facilities Development
608.267.0422
B.Napier@Wisconsin.gov

This 151,233 GSF Armed Forces Reserve Center and 28,000 GSF Organizational Maintenance Shop provide space for the Wisconsin Army National Guard, Army Reserve, Navy Reserve and Marine Corps Reserve. This highly diversified campus not only houses many branches but presented some unique challenges for the design team.

Energy modeling and life cycle cost analysis were used to optimize and integrate engineering and architecture design to achieve a building that uses 30% less energy than a baseline standard of ASHRAE 90.1. Geothermal was evaluated along with other energy improvements for benchmarking the project for LEED Silver "self" certified. Areas within these buildings have very tight temperature and humidity control requirements. These areas include assembly hall with kitchens, archival storage, weapons simulator room, range, weapons storage rooms, unit and gear storage and AV storage. The entire design team (architectural, structural, and MEP) communicated designs/space constraints to each other using 3D modeling software that identified conflicts during the design process rather than during construction.

Clark Dietz was responsible for providing mechanical and electrical engineering of new construction in two buildings including HVAC, plumbing, fire protection, security, and technology, Level 1 commissioning and LEED "self-certification" Silver.

- Two cooling towers and water cooled chillers with VFDs serving the needs of entire building.
- Centrally located dedicated outdoor air units; demand control ventilation for required outdoor air.
- Fan coil units and desiccant dehumidifiers used as terminal units to meet the temperature and humidity needs of various areas.
- Three restroom areas and military unit locker rooms
- Multiple large air handling units serving office areas with VAV and Reheat system air distribution with VFD drives on all pumps and supply fans.
- Energy recovery units on exhaust air systems.
- DDC control system to monitor building activities.
- 95% energy efficient condensing boiler system for heating.
- 100% back-up power system for both buildings.
- Fire suppression systems customized to various areas.

Section 4



Commitment / Rates / Objections

COMMITMENT

Clark Dietz serves clients from 10 offices in 4 states—Illinois, Indiana, Kentucky, and Wisconsin. We currently employ 134 people, with 31 located in our Chicago area offices. We firmly believe that regardless of where the project is located, the team for the project should be based on the need of the project and team's qualifications. The team presented was chosen based on the project understanding and qualifications of individuals. Our current forecast indicates this team is prepared and available to begin work on this project immediately upon receipt of a Professional Services Agreement.

We are proposing Nirav Patel as project manager and Ken Payne and Andy Mayka as the mechanical engineers. This team has worked on over 200 municipal projects including 18 projects for public safety facility. As you may or may not know, Clark Dietz policies require the Project Manager to utilize the same staff that was proposed during the selection. This has allowed us to be true to our clients and deliver the product that was promised. Electrical engineering will be led by Paul Zouski. Keeping systems operational in live facilities is this team's specialty. They have worked with countless agencies to ensure power is available at all times during phasing/switchovers.

RATES

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2020

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$240.00
Engineer 8	225.00
Engineer 7	205.00
Engineer 6	195.00
Engineer 5	175.00
Engineer 4	155.00
Engineer 3	140.00
Engineer 2	125.00
Engineer 1	115.00
Technician 5	150.00
Technician 4	140.00
Technician 3	120.00
Technician 2	100.00
Technician 1	90.00
Clerical	90.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

OBJECTIONS

The RFP requested several items to be included as part of the construction phase services. This appears to be required for municipal roadway construction project. Since, this project will not require such detailed construction phase services following modifications are requested to the scope.

1. Full-time project oversight is not expected to be necessary, however, when/if requested by the Village, provide project oversight by an resident engineer (RE) ~~and full-time construction inspection with an inspector.~~ Field staff assigned to project shall be capable of effectively communicating with the stakeholders affected by the project, and are able to effectively communicate with the Contractor to protect the interests of the Village. ~~Provide a description of the anticipated oversight by the inspector and role of the RE for this project (part time vs. full-time, mix of part time/full-time, etc. by showing percentage of weekly hours in the organizational chart each staff member will dedicate to this project).~~ A design engineer will be available for questions or concerns that may arise during construction. We anticipate this work to be limited to 8 hours during construction and is included in our fee proposal. Any additional oversight or field visits may be provided on an hourly basis.
2. Construction Observation:
 - a. ~~Provide 24-hour emergency contact information, provide contact person and phone number to respond to Police Dept. inquiries and complaints. Inquiries and complaints received by Public Works staff will be forwarded for the consultant to respond. The contact information will also be displayed online on the Village's GIS CIP story map page.~~ The construction work will occur in the building during occupied hours. Contact information for our staff will be available for needs during construction.
 - b. The consultant team shall be proficient in mechanical systems similar in character to the proposed work in order to make small design-changes in the field as issues arise. The design-engineering contract contained some extra hours to respond to RFI's for any questions directly related to the intent of the design.
 - c. ~~Maintain a project diary and daily inspection log.~~
 - d. ~~Collect and review all material tickets on a daily basis.~~
 - e. ~~Inspect all construction warning signs and devices.~~
 - f. Organize and lead any project meetings required, ~~as well as organize a bi-weekly meeting with village staff (if necessary).~~ Agenda and minutes shall be prepared by the consultant for any formal meetings.
 - g. Consultant shall review all extras and change-orders and give a recommendation to the Village.
 - h. ~~Inspect traffic control.~~
 - i. ~~The consultant team shall maintain daily oversight of the contractor's 'two week look-ahead schedule' to ensure sequencing of the work accounts for all subsequent pay items.~~
 - j. ~~Verify contractor's construction staking and layout for accuracy and conformance with contract plans, and intent of the project.~~
3. Pre-construction meeting:
 - a. Review plans and specifications with assigned field-staff prior to pre-construction meeting.
 - b. Schedule, lead, and prepare minutes for pre-construction meeting.
 - i. Notify stakeholders of time and place of meeting.
 - ii. Notify affected Village Departments/Divisions, including police ~~and fire, and any impacted schools or park districts,~~ coordinating any major items or issues prior to the pre-construction meeting.
 - c. The consultant shall review and approve any required shop-drawings in advance of the contractor ordering any material.

4. Construction Documentation:

- a. ~~Keep track of all quantities related to each pay item, tracking the current projected total at all times and notify the Village in advance if the contract amount will be exceeded.~~ The project will be a lump sum contract and will not have pay items. Any change order work will be discussed with the Village prior to construction.
- b. ~~Perform yield checks on all materials, and depth checks as required.~~
- c. ~~Material testing (if applicable) shall be included in the consultant's scope.~~
- d. ~~Establish and maintain schedule for progress payments.~~
- e. ~~Submit monthly pay estimates.~~ The pay application will be submitted by the contractor. Develop and verify payment requests. Consultant shall collect and review all waivers, affidavits, and certified payrolls prior to recommending payment to the Village.

5. Coordination:

- a. Coordinate and attend a pre-construction meeting with all affected stakeholders.
- b. ~~Coordinate sidewalk outage and access with all stakeholders. Construction staging is important and the consultant shall keep track of pedestrian accessibility routes during construction for each project site with 1 side of the sidewalk open at all times. Depending on the size and needs of each site this may require the consultant creating a sketch sequencing the ADA corners, to be provided to the Contractor.~~
- c. ~~Coordinate loss of parking impacts (if any) with Village of Oak Park Parking Services department.~~
- d. The consultant shall perform general coordination related to air flow testing certifications forms to help ensure all proper documentation is being provided to the contractor in order to receive approvals.
- e. ~~Keep a cloud-based spreadsheet for tracking resident inquiries and outstanding items throughout the duration of the project which will be shared with the Village to view (the Village has a drop-box account). The information should be updated on a daily basis. In the case that the consultant has a preferred cloud-based platform other than drop-box such as air table or head-light please state the specific software on the proposal; if the software requires subscription fees this should be included in the cost of the work throughout the duration of the project to ensure the village has constant access.~~

6. Construction project closeout:

- a. ~~Verify final measurements/quantities with Contractor.~~
- b. Develop a rolling-punch list and verify satisfactory completion as each item is completed.
- c. Provide final project accounting/documentation.
- d. Consultant shall review final quantities pay application with the contractor and present an agreed upon final estimate to the Village for processing.
- e. Close out project, and submit all paperwork as required.
- f. Process final payment.
- g. Provide as-built drawings in electronic format (pdf, cad, and GIS files). As-built drawings shall include final locations of all components installed as part of this Project.
- h. Owner's walk-through: At the conclusion of the project the consultant shall lead a 'walk-through' of all work completed with Village staff.

Section 5



Understanding / Approach

PROJECT UNDERSTANDING

The Village of Oak Park is seeking proposals from qualified engineering firms to review operation of their existing firing range and resolve ventilation issues related to the range. The Village had retained Carey's Small Arms range to evaluate existing condition and for compliance testing that was performed at the Range located in the basement of Village Hall/Police Station building at 123 Madison St. The findings indicate that the existing ventilation system serving the Range is not in compliance with current ventilation requirements. Clark Dietz will review existing report, analyze and provide prepare design documents that will address the ventilation deficiencies found.

The modifications to the system may require removal and replacement of existing air handling unit located in the mechanical room, replacement of existing supply, return and exhaust ductwork to/from the range. Replace existing exhaust fan and filtration system to allow additional airflow to be circulated through the range. The existing filtration system will also need to be revised to ensure all exhaust that is discharged to the exterior has been properly filtered from all contaminants. Additionally, the range will need to be revised to operate under negative pressure to keep all contaminants with-in the range.

PROJECT APPROACH

Following are some of the key items that we have identified based on our walk through. We have also listed how our team would address them for a successful project

1 Construction in a Public Safety Building

The project may require replacement of an existing air handling unit in a public safety building. There are a lot of challenges associated with this including safety of staff and keeping the building functional during construction. If all of these are not planned carefully, they can have a very negative impact on the project budget/schedule. Clark Dietz works very closely with the stakeholders to ensure highly coordinated construction sequencing, phasing and layouts prior to work beginning. Our mechanical staff addressed this exact situation while working with City of Rolling Meadows and City of Champaign on several projects over the last few years. These projects were constructed with building fully occupied and allowing staff to work around equipment shut downs. We planned this work ahead and built-in these requirements in our construction schedule to ensure project didn't see these delays.

2 Our Approach for Equipment Replacement

The biggest challenge is clearances around the existing unit. There is not much space to install a new unit without a system shut down. This is extremely difficult for a building that is occupied 24/7. We propose to review existing building mechanical room layout to determine if an alternate location is available. We will work with multiple suppliers to ensure the unit sizes are coordinated so if there is a potential to reduce the overall unit size those items are thoroughly reviewed. We will also try to minimize the amount of equipment that must be replaced. Based on our initial review the system capacity needs to be increased by about 30%. There are various options to achieve this goal. We will analyze all options in the preliminary stages of the project and prepare design documents with the lowest capital cost for the project.

3 Role of a Trusted Advisor via Communication and Service from start to finish

Clark Dietz goal is to be our Clients' trusted advisor, so they view us as an extension to their staff. This goal cannot be achieved with constant communications. The Village and other stakeholders can expect collaboration and detailed communications regarding project details, schedules, costs, and timelines. We take pride in providing an experience that is nothing short of exceptional. Preserving the integrity of our project team by utilizing the same team members that have been presented in this proposal from concept to completion is how we differentiate from our competitors.

SCOPE OF SERVICES

The following is the specific scope of work for the design and construction phase services. In the scope listed below, the design phase services include preparation of construction drawings and specifications for the range. Similarly, the construction phase services include review of the shop drawings and responding to any questions that may arise during construction.

1. Analyze report prepared by Carey's and other testing agencies.
2. Review code requirements for proper ventilation of a Pistol Range.
3. Verify calculations for ventilation requirements.
4. Review existing record drawings to understand existing system operation.
5. Make field observations of all existing supply and exhaust ventilation equipment including supply plenum and exhaust fan conditions.
6. Provide design documents to revise existing ventilation system including supply fan, exhaust fan, and filtration system.
7. Prepare drawings for modifications required to existing ductwork/distribution systems and ventilation equipment.
8. Provide specifications for required components associated with ventilation system.
9. Provide construction phase services including review of the contractor proposals/bids, review shop drawings during construction, respond to questions and prepare record drawings of any changes made.

ASSUMPTIONS

Following is a list of assumptions for this project.

1. If required, local permits for this project will be obtained by the contractor with information provided by Clark Dietz.
2. Existing ventilation system serving the Pistol range consisting of SF-5 and EF may need to be replaced. Final design options will be evaluated based on the capital improvements cost during preliminary design.
3. Work associated with architectural improvements include modifying the range and replacing range equipment such as targets, firing lane dividers, and control room apparatus. Modifications to back stop will be completed by the village under a separate contract and are not included in the scope of this project.
4. New controls system being provided will be limited to controlling the SF-5 and EF and not the remaining building.
5. The ventilation system will not be provided with any heating capacity. The evaluation of heating system can be included as an added scope to the project.
6. The unit will not be required to provide mechanical cooling or economizer options.

Section 6



Cost Proposal

MANHOUR ESTIMATE

Project: Professional Mechanical Engineering Services
 Scope: Mechanical/Electrical
 Discipline:

Date: 3/30/20
 Estimator: NTP
 Checked: KRP

ITEM	CDI-PM NTP	CDI-ME KRP	CDI-ME AJM	CDI-EE PLZ		Total
Task 1 - Pre Design						
Code Review	2					2
Review Existing Data	2		1			3
Load Calculations	1		1			2
Equipment Sizing/Selection	1		2			3
Coordination (Internal/External)			1			1
Report Data:						
Project Understanding		1	2			3
Existing Descriptions		1	2			3
Proposed Work	2	2	4			8
Recommendations		2	1			3
Opinion of Probable Cost	2					2
Review Meeting (External)	2					2
Respond to Review Comments			1			1
Subtotal Design Development (Hours)	12	6	15	-	-	33
Subtotal Design Development (Fee)	\$ 2,040	\$ 960	\$ 1,950	\$ -	\$ -	\$ 4,950
Task 2 - Design						
Design Team Meetings	2	1	2	2		7
Coordination (Internal/External)	4		2			6
Xref Creation/Conversion			1			1
Drawings:						
<u>Heating/Ventilation</u>						
Legend, Notes, Abbrev.			1			1
System Schematics		2	4			6
Demolition Plans		4	8			16
New Work Plans	2	8	20			32
Enlarged Plans	2	1	4			7
Sections	2		4			6
Details		2	2			5
Schedules	2		2			5
<u>Electrical</u>						
Legend, Notes, Abbrev.				1		1
System Schematics				2		2
Demolition Plans				2		2
New Work Plans				4		4
Enlarged Plans				2		2
Sections				2		2
Details				1		1
Schedules				2		2
Front End Specifications	1					1
Technical Specifications	6			4		12
Cost Estimates	1					1
Review Meeting (External)	2					2
Respond to Review Comments	1		2			3
Quality Assurance/Quality Control	4					4
Final Revisions - Drawings			1	1		4
Final Revisions - Specifications	1		1			2
Subtotal Construction Documentation (Hours)	32	18	54	23	-	137
Subtotal Construction Documentation (Fee)	\$ 5,440	\$ 2,880	\$ 7,020	\$ 3,220	\$ -	\$ 19,550

MANHOUR ESTIMATE

Project: Professional Mechanical Engineering Services
 Scope: Mechanical/Electrical
 Discipline:

Date: 3/30/20
 Estimator: NTP
 Checked: KRP

ITEM	CDI-PM NTP	CDI-ME KRP	CDI-ME AJM	CDI-EE PLZ		Total
Task 3 - Bidding						
Tech. Queries / Clarifications	2					2
Preparation Addenda	1	1		1		3
Pre - Bld Conference	2					2
Subtotal Bidding (Hours)	5	1	-	1	-	7
Subtotal Bidding (Fee)	\$ 850	\$ 160	\$ -	\$ 140	\$ -	\$ 1,150
Task 4 - Construction						
Pre-Construction Conference	2					2
Construction Admin. General	4					4
Shop Drawing Review	8					8
Start up	3					3
Site Observation	4					4
Inspections - Final	4					4
Record Drawings			2			2
Operation & Maint. Manuals	2					2
Subtotal Construction (Hours)	27	-	2	-	-	29
Subtotal Construction (Fee)	\$ 4,590	\$ -	\$ 260	\$ -	\$ -	\$ 4,850
SUMMARY						
Total Hours	76	25	71	24	-	206
Labor/hour (\$)	55	52	42	45	47	
Fee/hour (\$)	170	160	130	140	-	
Fee	12,920	4,000	9,230	3,360	-	30,500

Section 7



Communication and Outreach

Not Applicable

Section 8



Required Forms



RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: [Signature]
State of Illinois
County of Champaign
Jerald T. Payonk
TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated March 30, 2020

Clark Dietz, Inc.
Organization Name
(Seal - If Corporation)
By [Signature]
Authorized Signature
125 W. Church Street, Champaign, IL 61820
Address
217.373.8900
Telephone

Subscribed and sworn to before me this 30th day of March, 2020.

In the state of Illinois. [Signature]
Notary Public

My Commission Expires: 9/1/21
(Fill Out Applicable Paragraph Below)



(a) Corporation

The Respondent is a corporation, which operates under the legal name of
Clark Dietz, Inc.
and is organized and existing under the laws of the State of
Illinois

The full names of its Officers are:
President Charles Craddock
Secretary Mustafa Emir

Treasurer Wesley Christmas

The corporation does have a corporate seal. (In the event that this bid is executed by a person 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

Name, signature, and addresses of all Partner

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

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.
If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____
Sole Proprietor



Attachment I.

RESPONDENT CERTIFICATION

Clark Dietz, Inc., as part of its bid on a contract for
(name of Respondent)

Professional Engineering Services for Construction Engineering (Phase III) for the 2020 Green alley Improvements Project to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: 
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this 30th day
of March, 2020.


(Notary Public)





Attachment II.

TAX COMPLIANCE AFFIDAVIT

Jerald T. Payonk, being first duly sworn, deposes and says:

that he/she is Officer of
(partner, officer, owner, etc.)

Clark Dietz, Inc.
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By: Jerald T. Payonk
Its: Executive Vice President

Clark Dietz, Inc.
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 30th day of March, 2020.

Notary Public's Signature

- Notary Public Seal -



Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subConsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.



Attachment III.

ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Consultant is a corporation, legally named Clark Dietz, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Charles Craddock

Secretary Mustafa Emir

Treasurer Wesley Christmas

Harvey M. Stephens, Brown, Hay & Stephens , LLP

Registered Agent Name and Address: PO Box 2459, Springfield, IL 62705

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

B. Sole Proprietor:

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Consultant is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____	_____
_____	_____
Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV. Compliance Affidavit

I, Jerald T. Payonk being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) Executive Vice President of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature: 

Printed Name Jerald T. Payonk

Name of Business: Clark Dietz, Inc.

Your Title: Executive Vice President

Business Address: 1815 S. Meyers Road, Suite 470, Oakbrook Terrace, IL 60181

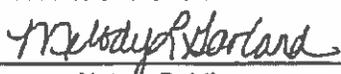
(Number, Street, Suite #)

(City, State & Zip)

Telephone: 217.373.8945 Fax: 217.373.8923

Web Address: www.clarkdietz.com

Subscribed to and sworn before me this 30th day of November, 2020.


Notary Public



M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Consultant Name: Clark Dietz, Inc.

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

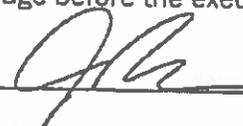
[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

109 Number of full-time employees

6 Number of part-time employees

4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: March 30, 2020

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Clark Dietz, Inc.
 Total Employees 115

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	13	8	5									1	1
Professionals	61	48	13	2	2			2	1			1	8
Technicians	27	24	3					1					1
Sales Workers	5	3	2										0
Office & Clerical	9	1	8	1									1
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Jerald T. P ayonk, being first duly sworn, deposes and says that he/she is the Executive Vice President (Name of Person Making Affidavit) (Title or Officer) of Clark Dietz, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 30th day of March, 2020.

Melody A. Starland
 (Signature)

March 30, 2020
 (Date)

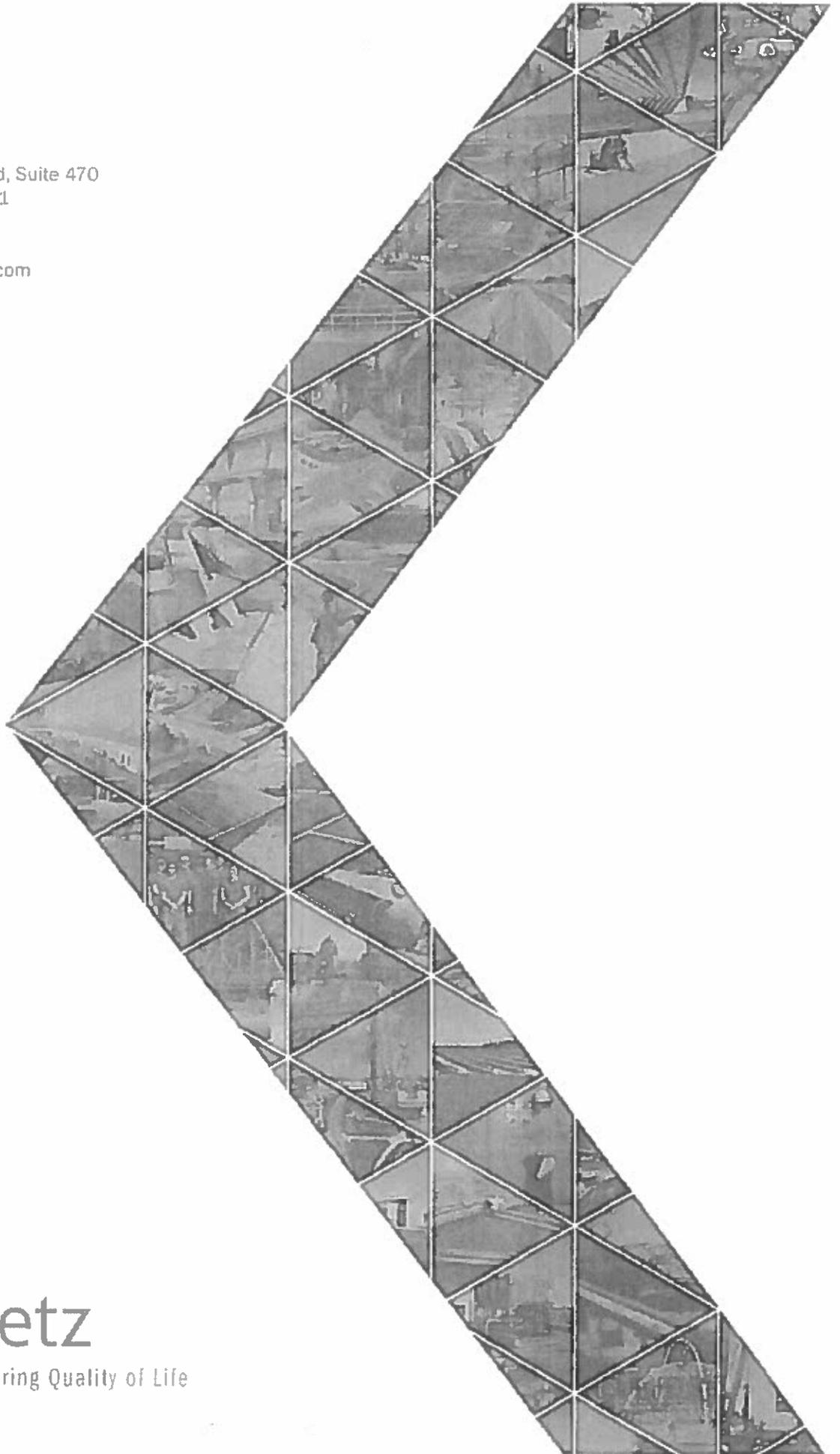
Nirav Patel, PE
Project Manager

Clark Dietz, Inc.
1815 South CIMeyers Road, Suite 470
Oakbrook Terrace, IL 60181

☎ 312.466.8242
✉ nirav.patel@clarkdietz.com

clarkdietz.com

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