

**CLARIFICATION ADDENDUM**

**AUGUST 10, 2016**

**ESTABLISHMENT OF BENCHMARK MONUMENTS**

**PROJECT NO. 16-21**

**VILLAGE OF OAK PARK**

**COOK COUNTY, ILLINOIS**

**DUE DATE: 11:00 AM, AUGUST 18, 2016**

This addendum's purpose is to clarify specific requirements in the original document. Where any part of the contract documents is amended, the unaltered provisions are to remain in effect.

**This is the only notice you receive, with no follow up by mail. Please CONFIRM receipt of this addendum by fax or email at [ddonnelly@oak-park.us](mailto:ddonnelly@oak-park.us)**

***1. Page 11 SPECIFICATIONS FOR INSTALLING MONUMENTS –***

***Item 1: "Class A-Deep Rod" . If Class B Stability marks are commonly used in this area (and still meet the requirements for NGS publication) they would be deemed adequate for this project.***

***2. Disregard mention of "concrete markers" in item #4 of SPEC. FOR INSTALLING MONUMENTS.***

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Daniel Donnelly  
Village of Oak Park  
Engineering Division  
Ph 708-358-5730  
[ddonnelly@oak-park.us](mailto:ddonnelly@oak-park.us)



## **REQUEST FOR PROPOSALS (RFP)**

**Professional Land Surveying Services for the  
Establishment of Vertical Bench Mark Monuments**

Issued August 3, 2016

Due August 18, 2016

The Village of Oak Park ("the Village") is requesting qualifications to identify consultants to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before August 18, 2016 at 4:00 PM to:

Village of Oak Park  
Engineering Division of the Public Works Department  
Attn: RFP for Professional Land Surveying Services for the  
Establishment of Vertical and Horizontal Control Monuments  
201 South Blvd  
Oak Park, IL 60302

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## **Section I. General Requirements**

### **A. Introduction and Mandatory Terms**

The Village requests the services of a qualified Consultant for the purpose of providing professional land surveying services to complete a Bench Mark survey to establish vertical monuments to the specified order of accuracy at locations throughout the Village of Oak Park. The locations of the proposed monuments determined by the consultant and dictated by ordered survey method specified. This project shall consist of:

- Establish (8) Bench Mark Monuments that shall meet 2<sup>nd</sup> order class 1 vertical standards within the Village of Oak Park.
- Establish monuments necessary for the above mentioned standards of differential leveling from distant existing monuments.
- Re-establish (2) existing Control Monuments that shall meet 2<sup>nd</sup> order class 1 (vertical only) survey standards.
- Tying approximately 16 existing hydrant Bench Marks and 2 Chicago City Datum (CCD) Bench Marks to the control survey using differential leveling.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Office of the Village Engineer, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall *provide three (3) hard copies of their proposal and compensation schedule in a sealed envelope titled "RFP for Professional Land Surveying Services for the Establishment of Vertical and Horizontal Control Monuments"*.

All additional questions must be submitted via email to [ddonnelly@oak-park.us](mailto:ddonnelly@oak-park.us) no later than August 18, 2016. Responses will be provided to the known list of RFP recipients.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Bill McKenna, Village Engineer, at [mckenna@oak-park.us](mailto:mckenna@oak-park.us).

### **B. Presentation of Request for Qualifications**

The Village reserves the right to select a short list of Consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

**C. Consultant Notification**

Consultants will be notified in writing of further questions and/or decisions.

**D. Award of Agreement**

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Consultants are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

**E. Taxes Not Applicable**

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

**F. Interpretation of the Request for Proposal Document**

Any Consultant in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Consultant or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

**G. Competency of Consultant**

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Consultant, if requested, must present evidence of ability and possession of

necessary facilities, and financial resources to comply with the terms of the scope of services.

#### **H. Subletting of Contract**

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each consultant shall submit with their proposal a list of subcontractors and/or sub-consultants who would be called upon to perform the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub-consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

#### **I. Compliance with Applicable Laws**

The Consultant will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

#### **J. Term of Agreement**

The initial agreement shall be on the earlier of March 7, 2016, or the last date signed by both parties, whichever is later, and shall continue for an initial (approximately) one year period until the completion of all survey work associated with the Lake Street Streetscape and Local Street Improvement projects.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a yearly basis for no more than two additional terms of approximately one year each. Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

**K. Payments**

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. Total payments for each Phase shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

**L. Termination of Contract**

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to appropriation by the Village for this purpose.

The Village further reserves the right to terminate the whole or any part of this agreement, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the agreement or failure to make sufficient progress so as to endanger performance of this agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the consultant.

**M. Consultant Personnel Assigned to the Village of Oak Park Account(s)**

The Village reserves the right to accept or reject any staff designated by the Consultant to provide surveying services. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

**N. Confidentiality**

The Consultant shall keep the Village's employee and all related data confidential.

## O. Insurance Requirements

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Consultant shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Consultant shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* 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. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(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 perform work pursuant to the agreement, and in case work is subcontracted, 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 said worker's compensation insurance, the Proposer 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 |
|-----------------------|----------------|

(e) **Umbrella:**

i. Limits:

|                           |                |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$2,000,000.00 |
|---------------------------|----------------|

(f) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth 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, officials, employees and agents.

The Consultant understands and agrees that any insurance protection required by the agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

**P. Hold Harmless and Indemnity**

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Consultant shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Consultant, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Consultant or its employees, agents, servants, associates, Consultants, sub-consultants, or assignees.

**Q. Tentative Schedule**

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant, and surveying services for the establishment of vertical and horizontal control monuments project:

|   |                    |
|---|--------------------|
| Proposals due to Engineering Division     | August 18, 2016    |
| Proposals reviewed                        | August 18-19, 2016 |
| Recommend Agreement Approval              | August 19, 2016    |
| Agreement presented to Board for Approval | September 6, 2016  |

|  |                    |
|--|--------------------|
| Service start date                         | September 13, 2016 |
| Submit final data for Control Monuments    | December 16, 2016  |
| Submit final data for Bench-mark Monuments | December 16, 2016  |
| Project completion date                    | December 21, 2016  |

**R. Proposal Outline**

Proposals are requested to cover the basic services related to Control surveying as described in the scope of services section. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information:

- A. A brief description of the consultant's capabilities, strengths and relevant experience.
- B. A team organization chart indicating the staff and their areas of involvement.
- C. List other contracts awarded to consultant most comparable to the work described in the scope of services. Please provide contact name, address and telephone number. Also, provide contract costs associated with each project.
- D. Include a description of survey methods and equipment which will be used for establishing 2<sup>nd</sup> order class I monuments.
- E. Any objections to any terms of the request for proposal.

**T. Failure to Complete Work on Time**

Should the Consultant fail to complete and deliver the work according to the tentative schedule, the Consultant shall be liable to pay the Village of Oak Park liquidated damages according to Section 108.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Adopted January 1, 2016. Extensions of contract time shall be according to Section 108.08 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Adopted January 1, 2016.

## **Section II. Scope of Services**

The Village of Oak Park is seeking a land surveying company to complete a Bench Mark Survey Network. The scope of services shall consist of performing a NGS Vertical control survey:

- A) Install eight (8) Bench Mark Monuments at locations somewhat evenly dispersed throughout the Village of Oak Park. These monuments shall be established to meet 2nd order class 1 vertical only surveying standards.
- B) Verify and update two (2) existing Control Monuments meeting 2nd order class 1 vertical only surveying standards.
- C) In addition to establishing 10 Bench Mark monuments, the consultant shall tie approximately **16** existing hydrant benchmarks into the differential level loops. Also, **2** CCD monuments shall be tied by differential leveling.

A list of hydrant bench marks and location of CCD monuments will be provided by the Village.

- D) Establish the Horizontal location of the 10 Bench Mark Monuments to State Plane Coordinates (Illinois East) using RTK GPS (no order specified).

It is intended that the eight (8) new monuments shall be **published as NGS monuments**.

There are six (6) existing NGS monuments that could be used for this Bench Mark Survey. They are:

ME 1788—just north of Midway Airport (1<sup>st</sup> order Class II) 5 miles south of VOP  
ME 1783—1 mile west of Midway (1<sup>st</sup> order Class I) 1 mile west of ME 1788  
ME 1649— just north of North Ave (1<sup>st</sup> order Class I) 100' north of VOP  
ME 1657— 75<sup>th</sup> Ave & Grand Ave (1<sup>st</sup> order Class I) 1 mile north & .5 mile west of VOP  
ME 1659—Webster Ave & Grand Ave (1<sup>st</sup> order Class I) .6 mile nw of ME 1657  
ME 1661—Grand Ave and Des Plaines River (1<sup>st</sup> order Class I) 1 mile nw of ME 1659

### **GENERAL SPECIFICATIONS FOR THIS PROPOSAL**

1. All monument elevations shall be given in NAVD 88 to be reported and submitted to be published as NGS Second Order Class I Benchmarks.

The Village of Oak Park currently uses Chicago City Datum (CCD) for Capital Improvement Projects. The Village will require the consultant to tie new monuments with CCD monuments and hydrant benchmarks. The consultant shall then compute and list measured and adjusted CCD elevations of these benchmarks and the new monuments.

Elevations (CCD) shall be given to the nearest thousandth (0.001).

## 2. Field Procedures

- a. Field work shall be performed in accordance with accepted technical methods as expressed in standard handbooks on control surveying theory, practice and procedures (specifically NGS –NOAA manual).
  - b. The person in charge of the survey field party shall be a Professional Land Surveyor in the State of Illinois, in good standing with the Illinois Department of Professional Regulation, and well-trained in the technical aspects of surveying.
3. J.U.L.I.E. (1-800-892-0123) must be contacted with at least 48 hour notice prior to setting the monuments.
  4. The Surveyor shall provide a copy of all field books, notes, and calculations used to determine the final elevations of all bench marks.
  5. The official survey monument descriptions, sketches, field notes and the benchmark elevations shall be furnished to the Village on CD-ROM and as a hard-copy paper report. Data from the vertical control survey shall be provided to the Village in a Microsoft Excel spreadsheet. The format of the spreadsheet will be determined later.
  6. The survey method to be used:  
The differential leveling shall be the primary method for the vertical component of Vertical Control survey.

## SPECIFICATIONS FOR INSTALLING MONUMENTS

This item will consist of installing sleeved Class A Rod Markers.

1. Rod marks shall be Class A – Deep Rod – Stainless Steel with a Floating Sleeve.
2. The installation and material used should conform to the Standards and diagrams found in the NOAA's Manual NOS NGS 1 for Geodetic Bench Marks.
3. The specific location for setting the monument will be made at the discretion of consultant and Village engineering staff.
4. The flange seated at the top of the monument casement shall be stamped with the station's designation, year and the letters VOP. The concrete markers shall be stamped with the station's designation, year and the letters VOP.

BASIS OF PAYMENT:

The item will be paid for PER MILE (end to end), which shall be payment in full for recon, research, monument setting, field work, computations, processing and submittal of Bench Mark data to NGS. This shall also include all labor, materials, transportation, handling and incidental work necessary to install and establish the monuments specified herein.

Measuring (tying in), calculating and adjusting the 16 hydrant and 2 CCD bench marks shall be considered incidental to the project.

### Section III. Compensation Estimate Schedule

Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule along with the proposal. The Compensation schedule shall include the total price and signature below.

The undersigned proposes to perform the work as specified in Section II, "Scope of Services," of this call for proposals.

The consultant shall use Second Order Class I differential leveling method to establish vertical component and RTK-GPS for the horizontal component. The End to End project length is estimated at 18 miles.

NGS 2<sup>nd</sup> order Class I Bench Run 18 miles X \$\_\_\_\_\_rate = \_\_\_\_\_

Additional In-Village NGS

2<sup>nd</sup> order Class I Bench Run 4 miles X \$\_\_\_\_\_rate = \_\_\_\_\_

**TOTAL PRICE TO PERFORM ALL WORK AS DESCRIBED IN SECTION II \$\_\_\_\_\_**

Proposal Signature: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_,  
(Type Name of Signee)

being first duly sworn on oath deposes and says that the Vendor on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Vendor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Contract.



## **Section IV. Proposal Evaluation**

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A.     Responsiveness to RFP  
The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.
- B.     Ability to Perform Current and Projected Required Services  
The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.
- C.     Experience and Relevant Knowledge  
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D.     References  
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- E.     Cost Proposal  
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.
- F.     Optional Interviews and/or Site Visits  
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.





## RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_,

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 \_\_\_\_\_

\_\_\_\_\_  
Organization Name

(Seal - If Corporation)

By \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

In the state of \_\_\_\_\_. \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**(Fill Out Applicable Paragraph Below)**

(a) Corporation

The Respondent is a corporation, which operates under the legal name of \_\_\_\_\_

and is organized and existing under the laws of the State of \_\_\_\_\_

The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

\_\_\_\_\_, as part of its bid on a contract for  
(name of Respondent)

Professional Land Surveying Services for the Control Survey 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 \_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Notary Public)



Attachment II.

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes  
and says:

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

\_\_\_\_\_.  
(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:  
Its:

\_\_\_\_\_  
(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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President\_\_\_\_\_

Secretary\_\_\_\_\_

Treasurer\_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

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, \_\_\_\_\_ being first duly sworn on oath depose and state as follows:  
(Print Name)

1. I am the (title) \_\_\_\_\_ 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 affiliates<sup>1</sup> 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.

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<sup>1</sup> 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\_\_\_\_\_

Name of Business:\_\_\_\_\_

Your Title: \_\_\_\_\_

Business Address:\_\_\_\_\_

(Number, Street, Suite #)

(City, State & Zip)

Telephone:\_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: \_\_\_\_\_

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,

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.

- ☐ 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?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ 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: \_\_\_\_\_



### 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 Purchasing Department at 708-358-5473.

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

Consultant Name \_\_\_\_\_

Total Employees \_\_\_\_\_

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          | Females |          |                                  |                          | Total Minorities |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|---------|----------|----------------------------------|--------------------------|------------------|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black   | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |
| Officials & Managers |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Professionals        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Technicians          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Office & Clerical    |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Laborers             |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| TOTAL                |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| 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.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Name of Person Making Affidavit) (Title or Officer)  
of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
( Signature )

\_\_\_\_\_  
( Date )





Attachment V.

**No Proposal Explanation**

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

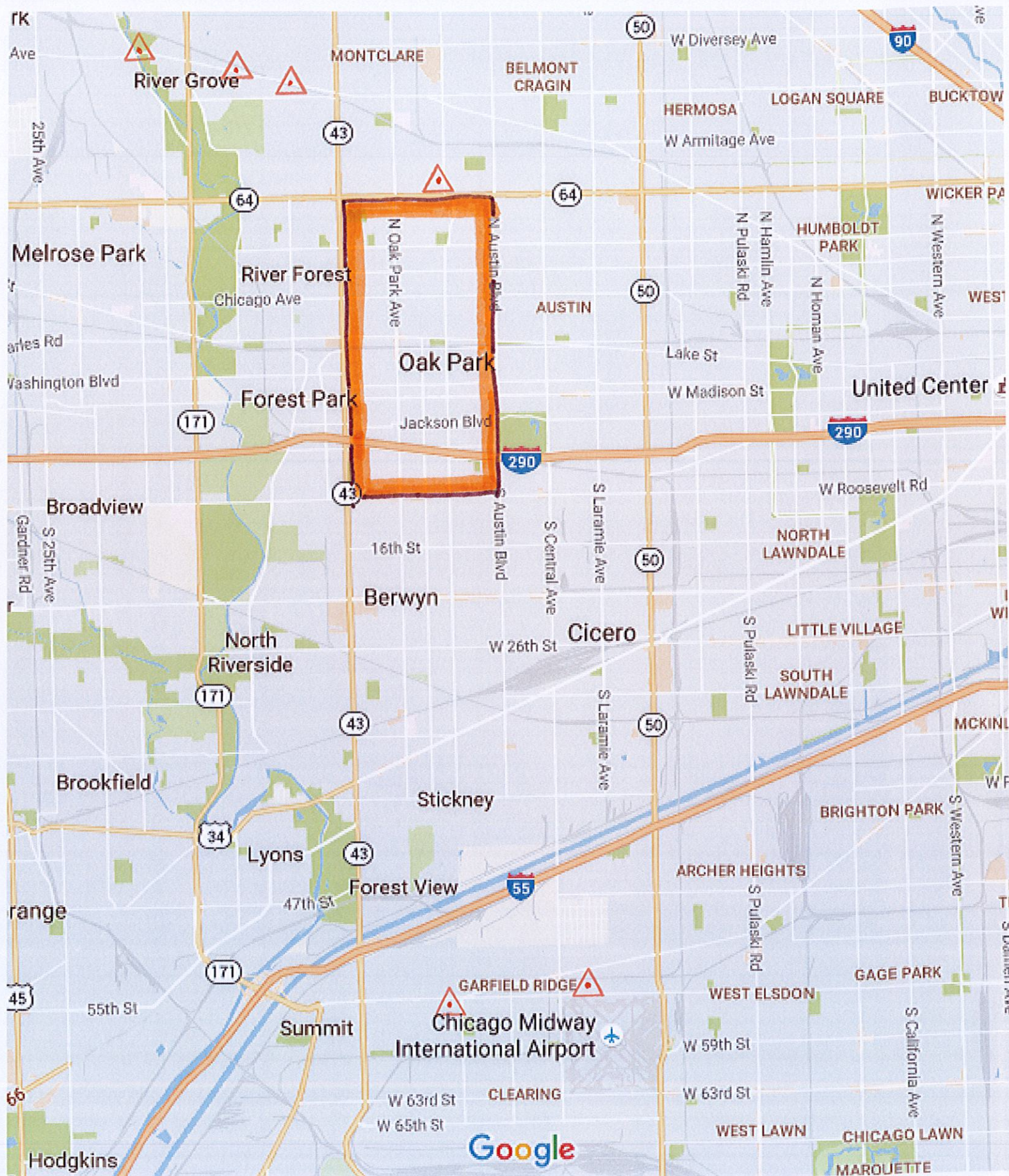
Project Name: Professional Land Surveying Services for the Control Survey Project

Date Issued: January 28, 2016

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Comments:





NGS Monument



Village of Oak Park  
Limits