



REQUEST FOR PROPOSALS (RFP)

**Professional Engineering Services for
Construction Engineering (Phase III)
for the Madison Street Improvement Project**

Issued October 12, 2018

Due November 1, 2018

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 November 1, 2018 at 4:00 PM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Engineering Services for
Construction Engineering (Phase III)
for the Madison Street Improvement Project
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 engineering services for construction engineering for a locally funded road resurfacing project on Madison Street in Oak Park. The project includes the resurfacing of Madison Street from Harlem Ave to Austin Blvd (1.5 miles) as well as sewer replacement and rehabilitation, sidewalk corner ramp improvements, sidewalk and curb patching, limited traffic signal modifications, and pavement markings to create a road diet. The phase III construction engineering contract will be locally funded and awarded by the Village of Oak Park.

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 in a sealed envelope titled "Proposal for Madison Street Construction Engineering" and three (3) hard copies of their compensation schedule in a separate sealed envelope titled "Compensation Schedule for Madison Street Construction Engineering."*

Consultants shall provide an email to mckenna@oak-park.us carbon copying bkutz@oak-park.us indicating they are considering submitting a proposal for this work and requesting to be added to the list of registered plan holders for this RFP so that the Village can distribute any addendum or clarifications via email to the known list of RFP recipients.

All questions must be submitted via email to mckenna@oak-park.us no later than October 23, 2018. 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.

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 Village, and the Village approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney. Agreements 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 November 19, 2018, or the last date signed by both parties, and shall continue until the completion of all work associated with the Madison Street Improvement Project.

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(s), for construction engineering services for the Madison Street Improvement Project:

| | |
|---|---|
| Questions due by | Oct 23, 2018 |
| Proposals due to Engineering Division | Nov 1, 2018 |
| Consultant Interviews | Nov 7-8, 2018 |
| Recommend Agreement Approval | Nov 9, 2018 |
| Village Board Mtg. for Agreement Approval | Nov 19, 2018 |
| Start Services | Jan, 2018 |
| Construction | Approx. March – Oct 2019 (180 working days) |
| Project Closeout | 2020 |

R. Proposal Outline

Proposals are requested to cover the basic services related to Phase III Construction Engineering in accordance with the standards set forth by the Illinois Department of Transportation and as described in the scope of services starting in Section II. 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:

- 1) A brief description of the consultant's capabilities, strengths and relevant experience for managing street resurfacing and utility projects on arterial roadways and in commercial districts similar in character to Oak Park.
- 2) A team organization chart indicating the staff and their areas of involvement stemming from the project engineer to each team member, if applicable. The Consultant shall describe the anticipated responsibilities of the Resident Engineer(s) and inspector(s) on the project.
- 3) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project.
- 4) 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 cost and cost of Engineering associated with each project.
- 5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.
- 6) A schedule of hourly salary rates for each job classification and any overhead factors.
- 7) Any objections to any terms of the request for proposal.
- 8) A detailed summary of the Consultant's Project Understanding and Approach for the scope of work which shall include, tasks performed by the Consultant, tasks performed by the Village, etc.
- 9) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity.
- 10) A summary of the Consultant's proposed communication plan and outreach strategy for the Madison Street Project and examples from similar projects.

T. Reference Materials

Included with this RFP, the consultants will be provided with the following information below. The information below can be downloaded from the link:

<https://www.dropbox.com/sh/j3s3hcip1l3f5qv/AAADprjajw7CI-ChDEQ4US5ja?dl=0>

- A. Madison Street Improvement Plans and Specs dated 10-10-18

Section II. Scope of Services

The Village requests the services of a qualified Consultant for the purpose of providing professional engineering services for construction engineering for the Madison Street Improvement project in Oak Park. The project is a locally funded project using TIF funds. The Phase III construction engineering contract will be locally funded and awarded by the Village of Oak Park. Consultants shall be prequalified by IDOT for construction inspection.

The Village of Oak Park's consultant for Phase I & II design, Christopher Burke Engineering, is nearing completion on the design of the project which is scheduled for a bid opening and award in November 2018 with construction occurring in 2019.

The project is anticipated to take approximately 180 working days to construct from mid to late March until the end of October, with final punch list work in November. Work in the section between Home Avenue and Lombard Avenue shall be substantially completed during the summer when school is out of session between June 15th and August 17th, except for sewer work, HMA, striping, and landscaping.

In general the scope of the construction contract includes street resurfacing from Harlem to Austin (1.5 miles), sewer replacement from Oak Park Ave to Euclid (1 block), sewer lining with CIPP at various locations, corner sidewalk ramp improvements, sidewalk and curb replacement at various locations, traffic signal modifications, and pavement marking installations to create a road diet.

The project includes a bid alternate for sewer lining and a bid alternate for resurfacing the central section of Madison Street from Euclid Avenue to East Avenue which is also being considered for a future streetscape project. Construction work for the street resurfacing bid alternate portion of the project is estimated at 20 working days. The Consultant shall identify the proposed costs for construction engineering for the bid alternate portions of the project.

The Village is currently budgeting \$5.6 million for construction of the project. An engineer's estimate along with final plans and specifications will be included with an addendum tentatively scheduled for Friday, October 19, 2018.

Scope of Services

Phase III Engineering:

1. Determine pavement patching limits following milling operations
2. Determine curb patching locations based on observations of ponding water extending out of the gutter flag and into asphalt areas
3. Determine final grading of proposed curb and sidewalk ramps for any areas not shown on plans
4. Determine final limits of sidewalk removals at the locations shown on the plans marked with "-S-" (non-ada sidewalk ramp areas) to correct elevation differences between slabs

5. Determine final limits of HMA removal and replacement on side streets based on field conditions of existing pavements
6. Coordinate final telescoping sign support locations for Village's parking pay stations
7. Coordinate with the Contractor to obtain final permits with IDOT & CDOT. Initial permit process being completed by the design engineer, Christopher Burke Engineering, and notify Forest Park regarding traffic control setup within their municipal limits
8. Coordinate project with adjacent private development projects at Rush Hospital (Maple area), Lexington Development (Home to Clinton area) , and Ambrosia Homes (Lyman area)
9. Update anticipated non-CCDD materials to leave site based on PSI.
10. Mark locations of proposed bike racks.
11. Confirm root pruning limits as shown in plans with Village Forester.
12. Confirm limits of proposed ornamental grasses in medians.
13. Review as-builts (for Village and for MWRD permit).
14. Coordinate with utilities and Pace.
15. Coordination regarding sewer lining and night work with businesses/property owners.
16. Review Plans and Specifications with assigned field-staff.
17. Schedule and lead a project information meeting with the businesses and stakeholders on Madison.
18. Substantially follow IDOT documentation procedures.
19. Schedule, lead, and prepare minutes for pre-construction meeting at Oak Park Public Works.
 - a. Notify utility agencies of time and place of meeting.
 - b. Notify Affected Village Departments/Divisions, including Police and Fire.
20. Coordinate and attend a meeting with all affected schools for Fenwick and D97. Follow up and coordinate with the School administration throughout the duration of the project as necessary.
21. Coordinate projects with the business districts, park district, schools, etc. Coordinate sidewalk outage and access with all business, and residents.
22. Notify and coordinate work with the utility companies, Village Water Sewer Division, Streets Division, Environmental Services and Street Lighting Division.
23. Coordinate loss of parking impact with Village of Oak Park Parking and Mobility Services Department and prepare parking passes for distribution.
24. Coordinate any loss of trash collection services with the Oak Park Environmental Services Department
25. Coordinate with all permit agencies as necessary (e.g. MWRD & IDOT)
26. Draft and prepare construction notification letters with Village supplied parking passes (if needed) in pdf form when necessary and stuff envelopes supplied by the Village for mailing by the Village of Oak Park.

27. Provide contact person and phone number to respond to resident inquiries and complaints.
28. Provide 24 hour emergency contact information.
29. Develop and manage a website that the Village will link to for the project. Website shall be capable of receiving questions from residents. Questions should be responded to within 24 hours.
30. Review and confirm horizontal and vertical control points.
 - a. Check, refresh and adjust if necessary
 - i. Base line
 - ii. Station marks
 - iii. Bench marks
31. Verify the layout of proposed work
 - a. The contract includes construction layout as a pay item. The consultant shall confirm that the layout meets with the plans.
 - b. The consultant shall verify all ADA ramp grades and layout with the Contractor. The Consultant shall work with the Contractor to remediate all failed ADA ramps to meet IDOT standards.
32. Construction Observation
 - a. Provide project oversight by a resident engineer (RE) and a full time construction inspector. The resident engineer shall have relevant experience for overseeing major projects in commercial corridors. Field staff assigned to project shall be capable of effectively communicating with the residents and other stakeholders affected by the project.
 - b. Provide Quality Assurance/Quality Control of Materials in Accordance with latest IDOT policies.
 - c. Inspect all construction warning signs and devices.
 - d. Provide weekly construction updates to the Village of Oak Park.
 - i. Provide all reports necessary such as the Weekly Report of Resident and all traffic control inspection reports.
 - e. Organize and lead any project meetings required, as well as organize a monthly meeting with Village Staff.
 - f. Maintain a project diary and daily inspection log per following IDOT general requirements.
 - g. Submit monthly pay estimates.
 - h. Identify locations for pavement patching, curb patching, and final locations and limits of sidewalk replacement
33. Construction Documentation
 - a. Keep track of all quantities related to each pay item.
 - b. Perform yield checks on all materials.
 - c. Establish and maintain schedule for progress payments.
 - d. Develop and verify payment requests.
 - e. Assure all documentation substantially follows IDOT standards.

- f. Inspect the construction for conformance with plans
 - g. Submit requests for change-orders for extra work.
34. Construction project closeout
- a. Verify final measurements/quantities with Contractor.
 - b. Develop a final punch list and verify satisfactory completion
 - c. Provide final project accounting/documentation
 - d. Provide as built drawings in Electronic format (converted to microstation file).
 - e. Conduct Final Inspection with Village Representatives.
 - f. Process final payment.
 - g. Close all permits
 - h. Close out project and submit all paperwork as required. Submit job box to the Village of Oak Park.

Proposal Submittal

Each consultant submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above.

The following classifications shown are those which the Village assumes are standard for most Civil Engineering firms working on projects of this type. An Hourly Rate Schedule should be submitted for each year of the proposed contract starting with 2019. The following abbreviations shown are examples of position classifications:

RE - Resident Engineer
CE - Civil Engineer
T - Technician
S - Secretary

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 in a sealed envelope titled "Compensation Schedule for Madison Street Construction Engineering."

Note: the fee schedule should follow the cost plus fixed fee compensation form in accordance with IDOT standards for consultant services.

Additional Note: please also attach hourly rate schedule for various classifications in your organization. These rates will be used for performing other engineering work which may be requested outside the scope of services.

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.



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 _____

(Seal - If Corporation)

Organization Name

By _____

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2018.

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 Engineering Services for Construction Engineering (Phase III) for the Madison Street Improvement Projects 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 _____, 2018.

(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 _____, 2018.

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 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_____

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 _____, 2018.

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: _____

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?

_____ 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 _____, 2018.

(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 Engineering Services for Construction Engineering (Phase III)
for the Madison Street Improvement Project

Date Issued: October 12, 2018

Comments:

ADDENDUM NO.1

October 23, 2018

RFP for Professional Engineering Services for
Construction Engineering (Phase III)
for the Madison Street Improvement Projects
Village of Oak Park

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated October 12, 2018. The addendum is being issued to provide clarifications, provide updated final plans for the project, and to provide clarifications on scope included in the construction engineering services for the project. Where any part of the proposal documents are amended the unaltered provisions are to remain in effect. Acknowledge receipt of this addendum with separate email.

Section I. General Requirements

T. Reference Materials

Updated plans, specifications, and engineer's cost estimate are included in the link below for the Madison Street Improvement Project Section from the bid set dated October 18, 2018.

<https://www.dropbox.com/sh/j3s3hcip1l3f5qv/AAADprjajw7CI-ChDEQ4US5ja?dl=0>

Miscellaneous Clarifications

The Village will be issuing an addendum to the Project 19-12 Madison Street Improvement construction project currently out to bid to revise the following items:

1. Remove pay item 143 Preformed Thermoplastic Crosswalk Pavement Markings which has an estimated cost of \$726,396. These crosswalks will be replaced with standard Thermoplastic Pavement Marking Line-24"White but still using the general hourglass shape shown.
2. The addendum will include a contract pay item for an Engineer's Field Office generally following the standard IDOT specification. The field office will be required to be an existing building, office, or storefront in the Village of Oak Park close to the Madison corridor.

ADDENDUM NO.2

October 31, 2018

RFP for Professional Engineering Services for
Construction Engineering (Phase III)
for the Madison Street Improvement Projects
Village of Oak Park

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated October 12, 2018. The addendum is being issued to revise the due date for the proposals to November 7, 2018. The Village will be issuing a separate addendum to the construction plans currently out for bid to include a bid alternate for the removal of the median islands from Oak Park Avenue to Austin Boulevard.

An Addendum #3 for this RFP for Construction Engineering will be issued by the morning of November 6, 2018 to provide the updated plans, construction schedule, and cost estimate based on the final construction plans considering the additional bid alternate scope. Where any part of the proposal documents are not amended the unaltered provisions are to remain in effect. Acknowledge receipt of this addendum with separate email.

Section I. General Requirements

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for construction engineering services for the Madison Street Improvement Project:

| | |
|--|---|
| Questions due by | Oct 23, 2018 |
| Proposals due to Engineering Division | Nov 7, 2018 |
| Consultant Interviews | Nov 9, 2018 |
| Recommend Agreement Approval | Nov 12, 2018 |
| Village Board Mtg. for Agreement Approval | Nov 19, 2018 |
| Start Services | Jan, 2018 |
| Construction | Approx. March – Oct 2019 (180 working days) |
| Project Closeout | 2020 |

Miscellaneous Clarifications

1. The Consultant shall provide construction oversight during sewer lining operations at night during the inversion process. Construction oversight is not required during the curing process, lateral reinstatement work, or televising inspection work.

ADDENDUM NO.3

November 6, 2018
RFP for Professional Engineering Services for
Construction Engineering (Phase III)
for the Madison Street Improvement Projects
Village of Oak Park

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated October 12, 2018. The addendum is being issued to provide updated final plans, construction schedule, and cost estimate for the project.

Where any part of the proposal documents are not amended the unaltered provisions are to remain in effect. Acknowledge receipt of this addendum with separate email.

Section I. General Requirements

T. Reference Materials

Updated plans, specifications, and engineer's cost estimate are included in the link below for the Madison Street Improvement Project Section from the final bid set which includes 3 addendums dated November 6, 2018. The addendum to the construction plans includes a base bid alternate C for removal of the median islands from Oak Park Avenue to Austin Boulevard and creating protected bike lanes. The current engineer's estimate for the project for Base Bid + Alt A and AltB =\$5.7M and for Base Bid AltC +AltA + Alt B=\$6.34M. The contract completion date has changed to accommodate the additional work and now the construction work would start on March 4th and last until November 15th.

https://www.dropbox.com/s/g3dw6f889r6f56c/Addendum3_19-12_MadisonSt_OakPark_2018-11-06.zip?dl=0

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for construction engineering services for the Madison Street Improvement Project:

| | | |
|--|--------------------|--------------------|
| Questions due by | | Oct 23, 2018 |
| Proposals due to Engineering Division | (by 4pm) | Nov 7, 2018 |
| Consultant Interviews | | Nov 9, 2018 |
| Recommend Agreement Approval | | Nov 12, 2018 |
| Village Board Mtg. for Agreement Approval | | Nov 19, 2018 |
| Start Services | | Jan, 2018 |
| Construction | March 4-Nov | 15, 2019 |
| Project Closeout | | 2020 |