



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this 19 day of September, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and V3 Companies, Ltd., a Illinois corporation (hereinafter referred to as the "Contractor").

RECITAL

WHEREAS, the Village intends to have professional services performed by the Contractor to develop a recommended 5-year capital improvement plan for the Village's surface parking lots pursuant to the Village's Request for Proposals dated August 2, 2018, incorporated herein as though fully set forth, and the Contractor's "Proposal for Consulting Services for a 5-Year Capital Improvement Plan for the Village's Surface Parking Lots," dated August 16, 2018 and attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "Contractor's Proposal").

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

1. RECITAL INCORPORATED.

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

2. SERVICES OF THE CONTRACTOR.

2.1. The Services consists of professional services, as more completely described in the Contractor's Proposal attached hereto ("Services"). After written authorization by the Village, the Contractor shall provide the Services to develop a 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots. The Village shall approve the use of subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement.

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

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

2.4. Village Authorized Representative. The Village's Director of Development Customer Services or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates Jason Holy as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services in an amount not to exceed \$50,000 ("Contract Price"). The Contractor shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order,

an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

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

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

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.6. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement ("Final Payment"). The acceptance by Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands,

damages, liabilities, losses, and expenses of, by, or to the Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Contractor reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire on December 31, 2018.

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

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

5. INDEMNIFICATION.

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

6. INSURANCE.

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be

canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officials, officers, employees, attorneys and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

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

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Services, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

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

Combined Single Limit	\$1,000,000.00
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate

\$5,000,000.00

- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation and professional liability. The Contractor 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, agents, employees, and volunteers.

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

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

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. The Contractor is responsible for the quality of its Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Contractor shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) year of completion of the Contractor's Services.

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

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

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

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

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

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of the Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith

(including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. CONFIDENTIALITY.

12.1. With respect to the disclosure of data or other information by the Village or Contractor, the other party shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and Contractor shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Contractor's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

12.2. The obligation set forth in Section 12.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

12.3. The Village and Contractor shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records and other materials provided by the Village or Contractor shall be returned to the other party upon Contractor's completion of the Services pursuant to this Agreement.

13. SAVINGS CLAUSE.

13.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring

any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

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

14.2. This Agreement shall not prohibit the Contractor from providing engineering Services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

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

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

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

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

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

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

16. NO COLLUSION.

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

17. ENTIRE AGREEMENT.

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

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

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

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

If to the Contractor:

Jason Holy
V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517
Fax: (630) 724-9202
Email: jholy@v3co.com

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

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

20. BINDING AUTHORITY.

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

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

23. EFFECTIVE DATE.

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

24. AUTHORIZATIONS.

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

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager


Date: 9/19, 2018

ATTEST


By: Vicki Scaman
Its: Village Clerk

Date: 9/19, 2018

V3 COMPANIES, LTD.



By: Vincent J. DeMedico
Its: Vice President - Director of ~~Transportation & Engineering~~ ^{Transportation & Engineering} Municipal

Date: 10/9, 2018

ATTEST


By: Jason Holy
Its: Project Manager

Date: 10/9, 2018

REVIEWED AND APPROVED
ASTO FORM

SEP 17 2018
LAW DEPARTMENT



REQUEST FOR PROPOSALS (RFP)

18-787: Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots)

Issued August 02, 2018

Due August 16, 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 August 16, 2018 at 10:00 AM to:

Village of Oak Park
Parking and Mobility Services
Attn: RFP Solicitation Number 18-787:
Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the
Village's Surface Parking Lots (off-street lots)
123 Madison Street
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 Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots). Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 5:00 P.M. at Parking and Mobility Services, Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302. Each service provider shall *provide one (1) hard copy of their response in a sealed envelope titled #18-787: Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots)*

Submissions will be accepted in person until 10 am, on August 16, 2018. Submissions received after the submittal time may be rejected.

All additional questions must be submitted via email to jyoukhana@oak-park.us no later than August 9, 2018.

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: John Youkhana, Division Manager, Parking and Mobility Services at jyoukhana@oak-park.us.

B. Presentation of Request for Qualifications

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

C. Service Provider Notification

Service providers 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 service provider 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 Service Provider 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 posted on the Village's Website and DemandStar.com. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

G. Competency of Service Provider

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 Service Provider, 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

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. Village Ordinances

The Service Provider will strictly comply with all Ordinances and codes of the Village of Oak Park and laws of the State of Illinois.

J. Term of Agreement

The agreement shall be from the effective date of the contract and until December 31, 2018.

K. Payments

The Consultant will submit a monthly invoice to the Village detailing the addresses completed, hours worked and the rate. 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 for Non-appropriation of Funds

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 Village's appropriation for this purpose.

M. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

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

O. Insurance Requirements

The selected Service Provider 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 Service Provider 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 Service Provider 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) **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 Service Provider 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.

(c) **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
-----------------------	----------------

(d) **Umbrella:**

- i. Limits:

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

- (e) 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 Service Provider 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 Service Provider understands and agrees that any insurance protection required by the agreement or otherwise provided by the Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider or its employees, agents, servants, associates, Consultants, subConsultants, or assignees.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Operator or Operators ("Operator"):

Proposals due to Parking and Mobility Services Division	Aug. 16, 2018
Proposals reviewed	Aug. 17, 2018
Negotiation with preferred Consultant(s)	Aug. 20, 2018
Agreement Approval	Sept. 4, 2018
Service start date	Sept. 11, 2018

R. References

Respondents shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

RESPONDENT REFERENCES

Respondent Name: _____

Name	Address	Contact Person & Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

State the number of years in this business _____.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract _____.

PROJECT UNDERSTANDING

The Village of Oak Park is requesting proposals from Consultants to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's off-street parking lots (not parking garage structures) based on a condition assessment so that the Village can cost effectively maintain the off-street parking lots over their lifespan while also maintaining a high level of service and good pavement conditions for the users.

The scope of the work will be to survey and record the existing conditions of the Village's ninety-four (94) off-street parking lots (including verifying areas, paving materials, and number of parking stalls; determining the conditions of the pavement using a pavement condition index (0-100); curbing and sidewalks, drainage structures, striping, signage, lighting, and miscellaneous appurtenances), develop a recommended 5-year maintenance and improvement plan for each lot with a cost estimate, prioritize improvements based on condition, and develop a recommended 5-year Capital Improvement Plan (CIP) for maintaining and improving the various parking lots.

The Consultant shall prepare a report that summarizes the existing conditions and proposed improvements for each parking lot and a recommended 5-year CIP with recommended budgets. Proposed improvements for each parking lot shall include detailed descriptions of recommended scope along with cost estimates for the various items (drainage, lighting, pavement, ADA improvements, etc.) as well as any recommended opportunities for installing green infrastructure at the time of any planned improvements.

The Village currently budgets \$200,000 for parking lot improvements and maintenance annually. The Consultant's recommended 5-year CIP shall assume this level of funding annually when initially developing the recommended 5-year CIP. The Consultant shall recommend any changes to this budget amount in the report based upon the final recommendations for improvements and maintenance needed. Recommended improvements and maintenance work shall consist of typical technologies and methods used for maintaining asphalt and concrete pavements including, but not limited to, seal coating, crack filling, patching, sealing, restriping, removal and replacement, overlays, etc.

The final deliverable shall also include a spreadsheet or database of the parking lots with pavement condition index scores, recommended improvements by year, costs for improvements by lot by year, year(s) of planned construction maintenance work for each lot, etc., which can be linked to the Village's existing database for convenient mapping of the proposed 5-year plan.

PROPOSAL AMOUNT: _____

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

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 Service Provider'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 service provider, 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. **Financial Stability**
The Village may conduct analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.
- E. **References**
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- F. **Cost Proposal**
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.
- G. **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.



Attachment I.

RESPONDENT CERTIFICATION

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

18-787: Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots) 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

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 Bid. An incomplete form will disqualify your Bid. 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

Vendor 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 Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid 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.

Proposal No: RFP 18-787:
Project Name: Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots)

Comments:

VILLAGE OF OAK PARK
REQUEST FOR PROPOSALS (RFP)

PROPOSAL NO.: # 18-787

PROJECT NAME: Consultant Services to develop a recommended 5-year Capital Improvement Plan (CIP) for the Village's Surface Parking Lots (off-street lots)

DATE ISSUED: August 02, 2018

DATE DUE: August 16, 2018

Addendum 1

Additional Questions

1. Is it the Village's intent to use the Pavement Condition Index (PCI) as defined by ASTM Standard D6433? Has this standard been used in previous years or in other areas in the Village (like streets)? The reason I ask is because there is much more effort involved with PCI as defined by the ASTM Standard as opposed to other rating systems.

The Consultant shall include a description of their proposed methodology for any data collection and procedure for determining a PCI for the parking lots in their proposal. In general, PCI determination procedures shall follow industry standards which utilize pavement distresses to determine a deduction value to be used to calculate a PCI. ASTM D6433 or PAVER as well as automated process for determining PCI will be considered. The Village will require the methodology being used to provide consistent, quantifiable, and relatively reproducible PCI results for similar pavement conditions. Windshield surveys should not be the sole source of data used to determine a PCI.

2. Is this the first time a pavement evaluation report has been prepared for the off-street parking lots or has this been done in the past?

The previous study is extremely old and a number of parking lots either no longer exist or did not exist. We would prefer to start a new evaluation and not use the previous out dated study.

3. What level of detail is expected for the inventory/condition items for each parking lot? For instance, would you expect pavement structures be opened to determine their internal condition? For the lighting, will the specific hardware/fixture types used need to be determined, or just a count of lighting fixtures?

We do not anticipate the need for any pavement openings or core samples as part of this contract to determine pavement structure or internal condition. The Consultant shall do a visual observation of lighting fixtures and record general observations such as in general number type of pole/fixture, if it has foundations, conditions such as rusted at base, good condition, in need of repair, etc. You do not need to gather specific information on the fixture product and hardware

4. What is your timeline on receiving a submittal on this?

Submissions will be accepted in person until 10 am, on August 16, 2018.
Submissions received after the submittal time may be rejected.

5. Does the Village of Oak Park have lot plans or the total number of spaces for each of the 94 lots? If so, are you able to share these with us?

The parking lots are listed here. The garages 2, 18, 19 and 32 are not a part of this RFP.

Link to Map:

[https://apps.gisconsortium.org/MapOfficePublic/\(X\(1\)A\(D7I9-2dn1AEkAAAAMWI3YWRIYTAtNTQzNy00YTBmLWI1MTYtYTFkOGI4NTFIZGQ3Ux-2ZMql9rW7nyqKIQtEu16NnM1\)\)/Default.aspx?extent=1116323.719%2C1890430.435%2C1148146.636%2C1913477.310&map=vector&co=Oak%20Park-Parking%20Permit-0&AspxAutoDetectCookieSupport=1](https://apps.gisconsortium.org/MapOfficePublic/(X(1)A(D7I9-2dn1AEkAAAAMWI3YWRIYTAtNTQzNy00YTBmLWI1MTYtYTFkOGI4NTFIZGQ3Ux-2ZMql9rW7nyqKIQtEu16NnM1))/Default.aspx?extent=1116323.719%2C1890430.435%2C1148146.636%2C1913477.310&map=vector&co=Oak%20Park-Parking%20Permit-0&AspxAutoDetectCookieSupport=1)

Link to Permit Information and Map:

<https://www.oak-park.us/village-services/parking/parking-permits>

List of Lots:

See attachment

6. Can you elaborate on the scope pertaining to lighting, signage and miscellaneous appurtenances?

The scope of miscellaneous observations shall be based on visual examination and include general checklist type records for number of lights, signs, etc., along with photos and general notes such as how many signs are faded and should be replaced, condition of items such as fences are rusted and should be painted, etc. See question 3 for more information on lighting example. The Village would like to obtain an inventory of what is in each parking lot as well as their general

conditions so that the 5-year maintenance and improvement plan can include recommendations for a given parking lot such as replaced deteriorated fencing and parking restriction signage as part of resurfacing project recommended for 2023.

Lot #	Location	Total # of spaces	HC spaces	Hashed space
1	Euclid N. of Harrison	47	1	1
3	Marion S. of Lake	25	1	1
7	Chicago E. of Harlem	31		
10	North Blvd W. of Forest	73		1
11	Wesley N. of Harrison	29		
13	Lake W. of Grove	39		2
15	Oak Park S. of Garfield	39		1
16	Lake W. of Kenilworth	77		
22	Lake W. of Elmwood	113		5
24	Taylor N. of Madison	32		
25A	Adams W. of Austin	9		
25F	Fillmore W. of Austin	12		
25I	Iowa W. of Austin	24		

25P	Pleasant W. of Austin	17		
25S	Superior W. of Austin	13		
25V	Van Buren W. of Austin	16		
29	Garfield E. of Jackson	24		
30	Austin N. of Jackson	20		
31	Austin N. of Randolph	50		
33	Humphrey S. of Harrison	38		
34	South Blvd E. of Ridgeland	20		
35	South Blvd. W. of Austin	22		
36	Washington W. of Austin	36		
37	Grove N. of Roosevelt	8		
39	Harvard W. of Austin	10		
44	W. Side of Highland S. of Madison	24		
45	Madison W. of Cuyler	9		
46	Cuyler S. of Washington	135		
47	Lombard S. of Madison			
48E	Cuyler S. of Madison (E. side)	4		

48W	Cuyler S. of Madison (W. side)	8		
50N	Humphrey N. of Lake	5		
51N	Humphrey N. of Chicago	6		
51S	Humphrey S. of Chicago	4		
53	Garfield E. of East	45		
54	Flournoy E. of Taylor	45		2/2
55	North Blvd E. of Kenilworth	27		
56	Madison W. of Harvey	26		
58	Madison E. of Highland	25		
59	Kenilworth S. of South Blvd	22		
61	North Blvd W. of Austin	10		
62E	Harrison W. of Elmwood	14		
62W	Harrison W. of Gunderson	13		
64	South Blvd W. of Taylor	64		
65	South Blvd W. of Lombard	32		
66	North Blvd, Bishop to East	22		
66N	North Blvd, E. of Euclid to Bishop	27		

67	Lombard S. of Lake	8		
68	Austin N. of Harrison	16		
70	East S. of Washington	11		
71E	Euclid N. of Madison (E. side)	8		
71W	Euclid N. of Madison (W. side)	4		
72	Garfield W. of Clinton	16		
73	Humphrey N. of Madison	9		
74	Madison E. of Lombard	13		
79	Roosevelt W. of Euclid	9		
81	Marion N. of Randolph	14		
82	Humphrey N. of Washington	11		
83	Taylor N. of Washington	11		
85	Kenilworth S. of Randolph (Brooks Middle School)	38		
86	Scoville N. of Washington	10		
87	Harrison E. of East	15		
90	Thomas W. of Austin	12		
91	Wesley N. of Madison	5		

92	Lombard N. of Madison	8		
93	Taylor S. of Harrison	29		
94	Wisconsin S. of Madison	7		
96	North Blvd W. of Oak Park	37		
97	Washington E. of Ridgeland	4		
98	Harrison E. of Maple	23		
99	Humphrey S. of North Ave	9		
100	Clinton N. of Madison	13		
101	Humphrey S. of Lake	13		
102	Lombard N. of Roosevelt	11		1/1
103	Lyman S. of Harrison	17		0/1
104	Harvey N. of Madison	8		
107	Cuyler N. of Madison	8		
109	Scoville S. of Washington	13		1/1
110	Scoville N. of Madison	9		
111	Greenfield W. of Austin	5		
114	Austin S. of Harrison	21		

118	Marion N. of Lake	26		1/1
SB1	South Blvd W. of Humphrey	30		
SB2	South Blvd W. of Harvey	22		
SB3	South Blvd W. of Ridgeland	19		
SB4	South Blvd E. of East	51		
SB5	South Blvd E. of Wesley	27		
SB6	South Blvd E. of Oak Park	9		
SB6E	South Blvd E. of Euclid	28		
SB7	South Blvd W. of Oak Park	42		
SB8	South Blvd W. of Kenilworth	16		
SB9	South Blvd W. of Clinton	21		
SB10	South Blvd W. of Home	37		
SB11	South Blvd E. of Harlem	12		
NB10	North Blvd E. of Forest	70		
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