



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 4 day of November, 2014, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Edwin Hancock Engineering Co., an Illinois corporation (hereinafter referred to as the "Consultant").

### RECITALS

WHEREAS, the Village intends to have professional engineering services performed by the Consultant to provide design and construction engineering for alleys scheduled for improvements pursuant to the Village's Request for Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements dated September 25, 2014, attached hereto and incorporated herein (hereinafter referred to as the "Project").

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

#### 1. SERVICES OF THE CONSULTANT.

1.1. The Project consists of professional engineering services, as more completely described in the Consultant's "Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements" dated October 16, 2014, attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing design and construction engineering services for alley improvements as described in the Scope of Services section of the Project. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

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

1.3. In case of a conflict between provisions of the Consultant'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. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$248,600.00 ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

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

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

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

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

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

### **3. TERMINATION.**

3.1. 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 (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

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

### **4. INDEMNIFICATION.**

4.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officers, 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 officers, employees, attorneys and volunteers, arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village,

its officers, employees, or volunteers. The Consultant's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

## **5. INSURANCE.**

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, 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 shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, employees, attorneys and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

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

(C) **Worker's Compensation:**

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

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:  
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

- (F) The Village, its officers, employees, and volunteers shall be named as an additional insured on all insurance policies identified herein except Worker's Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

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

5.4. The Consultant understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

**6. SUCCESSORS AND ASSIGNS.**

6.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the

Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

**7. FORCE MAJEURE.**

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

**8. AMENDMENTS AND MODIFICATIONS.**

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

**9. STANDARD OF CARE.**

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

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

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

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

9.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed

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

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

## **10. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

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

10.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable,

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

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

## **11. SAVINGS CLAUSE.**

11.1. 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.

## **12. NON-WAIVER OF RIGHTS.**

12.1. 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.

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

## **13. THE VILLAGE'S REMEDIES.**

13.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to

assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

13.1.2. 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;

13.1.3. 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;

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

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

#### **14. NO COLLUSION.**

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

the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**15. ENTIRE AGREEMENT.**

15.1. 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.

**16. GOVERNING LAW.**

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

**17. NOTICE.**

17.1. 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 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 Engineer  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302  
Fax: (708) 434-1600

If to the Consultant:

Derek Treichel, President  
Edwin Hancock Engineering Co.  
9933 Roosevelt Road  
Westchester, Illinois 60154  
Tel: (708) 865-0300

17.2. 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.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile 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 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.

**18. BINDING AUTHORITY.**

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

**19. HEADINGS AND TITLES.**

19.1. 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.

**20. COUNTERPARTS.**

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

**21. EFFECTIVE DATE.**

21.1. 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.

**22. AUTHORIZATIONS.**

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

**23. EQUAL OPPORTUNITY EMPLOYER.**

23.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

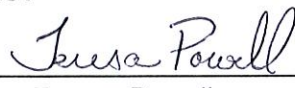
VILLAGE OF OAK PARK

EDWIN HANCOCK ENGINEERING CO.

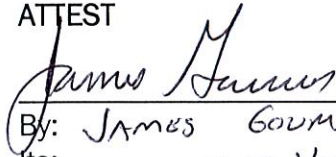
  
By: Cara Pavlicek  
Its: Village Manager  
Dated: 11/4/14

  
By: Derek Treichel  
Its: President  
Dated: 11/07/2014

ATTEST

  
By: Teresa Powell  
Its: Village Clerk  
Dated: 11/4/14

ATTEST

  
By: JAMES GOUMAS  
Its: EXECUTIVE VICE PRESIDENT  
Dated: 11/7/14

REVIEWED AND APPROVED  
AS TO FORM

  
NOV 03 2014  
LAW DEPARTMENT

Statement of Qualifications

to Provide

Professional Engineering Services for  
Design and Construction Engineering

of the

2015 Alley Improvement Project

Village of Oak Park

Name of Firm: Hancock Engineering

Office Location: 9933 Roosevelt Road, Westchester, Illinois

Contact for SOQ: Hancock Engineering  
Derek Treichel, PE, CFM  
President

Contact Phone #: 708-865-0300

Contact email: dstreichel@ehancock.com



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## COMPANY BACKGROUND

### Company Profile

**Hancock Engineering** is a consulting engineering firm focused on providing comprehensive engineering services to villages, cities, and other clients in the suburban Chicago area. Hancock Engineering was founded in 1911 and this past year we celebrated **102 years** of providing high-quality professional engineering services to our clients.

Hancock Engineering has always been committed to keeping our overhead costs low and to pass those savings on to our clients. For over twenty-five years our sole office has been centrally located in Westchester, just minutes from the I-290 expressway.

Our office is in close proximity to Oak Park and the project sites. Additionally, several of our key Engineers live within neighboring suburbs. Our proximity to Oak Park provides us with the ability to mobilize to the project site for meetings, site visits, or consult on short notice. Our closeness to your community ensures that the Village of Oak Park will not incur any costs related to travel or mobilization from Hancock Engineering during the project.



### Officers of Company

Hancock Engineering is led by a team of seven Principals. These seven individuals make up the Directors and the Shareholders of the company, and all are very active in the day to day operation of the company. Our principals are very "hands-on" and in touch with the needs of our clients. Jim Goumas, a principal of the company, will serve as the Client Manager for Oak Park.

| Name                       | Title                    | Contact                                                                |
|----------------------------|--------------------------|------------------------------------------------------------------------|
| Derek Treichel, P.E.       | President                | <a href="mailto:dstreichel@ehancock.com">dstreichel@ehancock.com</a>   |
| Jim Goumas                 | Executive Vice President | <a href="mailto:jggoumas@ehancock.com">jggoumas@ehancock.com</a>       |
| Paul Flood                 | Senior Vice President    | <a href="mailto:pefflood@ehancock.com">pefflood@ehancock.com</a>       |
| Edwin Stoelinga, P.E.      | Vice President           | <a href="mailto:elstoelinga@ehancock.com">elstoelinga@ehancock.com</a> |
| Mark D. Lucas, P.E.        | Vice President           | <a href="mailto:mdlucas@ehancock.com">mdlucas@ehancock.com</a>         |
| Mark W. Volk, P.E.         | Vice President           | <a href="mailto:mwvolk@ehancock.com">mwvolk@ehancock.com</a>           |
| Stephen "Brad" Clark, P.E. | Vice President           | <a href="mailto:bclark@ehancock.com">bclark@ehancock.com</a>           |

## COMPANY BACKGROUND

In addition to our seven principals, our company is comprised of devoted employees who truly care about the communities for which we serve. Our current staff consists of the following personnel:

### TECHNICAL STAFF

|                                                     |   |
|-----------------------------------------------------|---|
| Licensed Professional Engineers                     | 9 |
| Degreed Civil Engineers                             | 4 |
| Construction and Design Engineers                   | 4 |
| Computer Aid Design and Drafting (CADD) Technicians | 2 |
| Engineering Technicians                             | 2 |

### ADMINISTRATIVE STAFF

|                |   |
|----------------|---|
| Office Manager | 1 |
| Treasurer      | 1 |

**TOTAL STAFF PERSONNEL 23**

### Current Capacity

Hancock Engineering focuses our resources on municipal projects. Our desire to keep over 95% of our workload in the public sector has allowed us to avoid fluctuation in manpower and ensure that our rates remain competitive. The annual billings for our firm over the past 4 years are as follows:

| Year | Billings      |
|------|---------------|
| 2013 | \$3.6 Million |
| 2012 | \$4.4 Million |
| 2011 | \$3.0 Million |
| 2010 | \$3.9 Million |

Our staffing levels have been constant since 2011 and we have been able to meet the varied workload with this staff.

Our current projections for the 2014 year are \$3.4 M in billings and 2015 looks similar. As evidenced by our ability to meet the varied workload, Hancock Engineering has the capacity and adequate staff available to meet the scope and extent of work required to provide the Village of Oak Park with high quality and timely engineering services. We are currently pre-qualified by the Illinois Department of Transportation to provide engineering services to the amount of \$7,200,000.00

Our efficiently-sized company prevents the inefficiencies and miscommunications common among larger firms. **Your project will be made a priority and not get lost in our to-do list!**

## PROJECT APPROACH

### Project Understanding

Hancock Engineering understands that the 2015 alley project consists of 30 alleys throughout the Village of Oak Park. Five (5) of the alleys have already been assigned proposed elevations that we will review prior to beginning our design. Five (5) additional alleys have been surveyed. The alleys planned to be improved in the project are listed below:

| <u>Alley No.</u>     | <u>Cross Streets</u> | <u>Cross Streets</u> | <u>Length (FT)</u> | <u>Status</u> |
|----------------------|----------------------|----------------------|--------------------|---------------|
| 178                  | Lemoyne              | North                | 480                | Designed      |
| 178-N (L)            | Alley                | Marion               | 200                | Designed      |
| 138                  | Greenfield           | Berkshire            | 671                | Surveyed      |
| 113                  | Greenfield           | Berkshire            | 690                | Open          |
| 123                  | Berkshire            | Division             | 665                | Open          |
| 247                  | Division             | Thomas               | 693                | Open          |
| 236                  | Augusta              | Iowa                 | 635                | Open          |
| 234                  | Iowa                 | Chicago              | 635                | Open          |
| 334                  | Superior             | Erie                 | 470                | Surveyed      |
| 327                  | Ontario              | Lake                 | 520                | Open          |
| 308                  | Ontario              | Lake                 | 634                | Open          |
| 308-S (T)            | Taylor               | Humphrey             | 411                | Open          |
| 416                  | South                | Pleasant             | 420                | Open          |
| 416-N (T)            | Cuyler               | Harvey               | 410                | Open          |
| 402                  | Randolph             | Washington           | 495                | Designed      |
| 402-S (T)            | Humphrey             | Austin               | 400                | Designed      |
| 467-N                | Marion               | Home                 | 225                | Open          |
| 443-S                | Euclid               | Wesley               | 408                | Open          |
| 435-S                | East                 | Scoville             | 412                | Open          |
| 587-N                | Wenonah              | Clinton              | 301                | Surveyed      |
| 579                  | Madison              | Adams                | 476                | Open          |
| 506                  | Adams                | Jackson              | 620                | Designed      |
| 605-N                | Taylor               | Humphrey             | 300                | Open          |
| 683                  | Garfield             | Lexington            | 476                | Open          |
| 683-N (T)            | Wisconsin            | Wenonah              | 350                | Open          |
| 676                  | Wisconsin            | Wenonah              | 475                | Open          |
| 632                  | Garfield             | Harvard              | 802                | Surveyed      |
| 632-N (L)            | Alley                | Ridgeland            | 146                | Surveyed      |
| 622                  | Fillmore             | Roosevelt            | 475                | Open          |
| 622-S (T)            | Harvey               | Lombard              | 310                | Open          |
| <b>Total Length:</b> |                      |                      | <b>14,205 feet</b> |               |

## PROJECT APPROACH

Hancock Engineering has performed a comprehensive review of the Request for Proposal documents and addendums, examined the attached Environmental Reports, and discussed the project with the Village Engineers. We have had our team walk the project sites and perform a photographic survey of the entire project limits. We have a thorough understanding of the project goals and a comprehensive plan on how we propose to implement them.

The Village of Oak Park has initiated the process of budgeting approximately \$2,700,000 for alley improvements in FY 2015. The proposed alley improvements are planned to be constructed under two separate construction projects of similar size to shorten the necessary construction schedule and to provide greater flexibility in the design timeline and in coordinating the alley projects with other construction projects within the Village. We understand that total project budget amount of \$2,700,000 includes all phases of design, construction, and construction engineering. It is also understood that design and construction costs will be funded through general capital improvement funds.

The \$2,700,000 budget is tentatively proposed for the 2016 and 2017 alley improvement budget as well, but the 2016 and 2017 improvements will also utilize HUD Community Development Block Grant (CDBG) funds at a level of approximately \$100,000 per year to bring the 2016 and 2017 budget to approximately \$2,800,000 each year.

We understand the Village anticipates a completion of the 2015 alleys prior to the end of the 2015 Construction Season.

### Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, Hancock Engineering has surveyed, designed, and provided construction observation on **40 miles of alleys since the year 2002**. Each employee designated to this project has either designed or inspected over 100 alleys during their tenure with our firm. Your project will not be used as a training ground for new employees!

In the last five years alone, Hancock Engineering has provided design and construction oversight for **nearly 200 alley reconstructions**. This unmatched experience provides us insight on potential construction problems and crucial elements that must be addressed in design to ensure the project runs smoothly from start to finish. We have identified the following items that will by **key elements** to ensure that significant project is a success.



## PROJECT APPROACH

### Thorough Design

Hancock Engineering believes that one of the most important steps in ensuring a project is successful is the creation of a thorough and comprehensive set of Contract Documents. In our industry there are some that believe that plans are only necessary as an avenue to obtain bid prices from Contractors and that very little time should be spent on their development. We strongly disagree with this approach and allot sufficient time to create plans that are easy to read and contain all information necessary to build the project.



Prior to initiating the design of these alleys we will hold a kick-off meeting with the Village and other important stake-holders. We will discuss intended timelines, critical issues, goals, expectations, and communication schedule. We will incorporate the Village's requests and insights into our project plans.

Anytime construction occurs near a school (Fenwick High School) it is of **utmost importance to coordinate with the School Administrators from the onset**. It is

very important to seek consult from the school and gage their opinion on any necessary staging for bus traffic and whether any other special circumstances or schedules exist. We will meet with **Fenwick High School** and ensure that all vested decision makers have a role in the design process.

A main parking area for the school is located off of Alley 435. We will work with the school to determine their ideal staging plan. Safety of the children will be of utmost importance. Absolutely no storage of any equipment or spoils of any kind will be permitted near the school.

Alley 437 (Lincoln Trail) functions as a roadway and will need special attention in our Staging Plans. Parking issues will be studied to determine the best method of construction. Furthermore, we acknowledge that parking is very important throughout the Village of Oak Park. We have observed the necessity to include construction limitations into our proposed plans to limit the amount of consecutive alleys that may be removed at once. Although parking can be transferred to the street for short periods, the streets are not designed to handle parking from multiple alleys at once. Our proposed contract documents will provide staging plans that will outline the necessary order of alley improvements. Additionally, **intermittent completion dates** will be instituted for each individual alley. No individual resident should be out of their garage for a period longer than 14 days under any circumstance. We will work with the Village during design to **reduce the public's disturbance during construction**.



## PROJECT APPROACH

### Project Coordination

For a project to be successful, **communication must be made a focal point during construction.** From the onset of the project we will ensure that all stake-holders have the opportunity to have a voice concerning important project issues. It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and Communication Schedule. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack. At a minimum, the following entities will be invited:

| <u>Entity</u>                     | <u>Phone Number</u> |
|-----------------------------------|---------------------|
| Oak Park Public Works/Engineering | 708- 358-5700       |
| Oak Park Park District            | 708- 725-2000       |
| School District 97 Buses          | 708- 524-3040       |
| Fenwick High School               | 708- 386-0127       |
| Oak Park Police Department        | 708- 383-6400       |
| Oak Park Fire Department          | 708- 358-5800       |
| PACE - Erik Llewellyn             | 847- 228-2336       |

We will utilize decisions made at this meeting to form the basis of our Village Pre-Construction Meeting Agenda.

Our Resident Engineer, Chris Baker, P.E., will be in constant contact with the Village of Oak Park promptly responding to any issues or questions as they arise. However in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progression Reports** outlining the current and upcoming construction activities on a weekly basis. Our weekly reports will include:

- Narrative summary of the work completed during the past week
- Tabular breakdown of plan quantity versus actual quantity with special mention made of any quantity nearing 100%
- Explanation of Contractor Change Orders and opinion of whether essential to project completion or unwarranted with recommendation for rejection.
- Summary of materials testing for past week and to date.
- Assessment of Contractor's schedule. *If at any point the Contractor has substantially deviated from his submitted schedule, we will issue an order for a revised schedule.*
- Remaining Working Days to complete project and opinion on Contractor's rate of progress.
- Summary of any issues with Contractor or his Sub-Contractors.
- Traffic Control Report (Although these reports are completed daily, they will be submitted to Village on a weekly basis as part of this report).

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PROJECT APPROACH

- Summary of important correspondence with Village staff, public utility companies, and other public stakeholders.
- Summary of Resident/Business Owner interactions.

The Progression Reports will be emailed to designated staff at the end of each week and a bound copy will be submitted at project close-out.

In addition to the weekly Progression Reports, Hancock Engineering recommends that **Development Meetings** be held **on-site** every other week. These meetings will include a summary of project progress and any upcoming issues and will allow village staff to communicate directly with the Contractor. Items typically discussed at these meetings include:

- Previous weeks Progression Reports
- Condition of project site, i.e., dust control, barricade usage, temporary access
- Village Concerns
- Contractor concerns
- Resident/ Business Owner concerns
- Pay Estimates and Change Orders

We have found these meetings to be very beneficial for all parties involved, including the Contractor.

PACE has routes throughout the Village and will need to be continually updated on the progress of construction. We have worked with Senior Planner, Erik Llewellyn, many times with great success. We will work with Mr. Llewellyn to devise temporary detours of PACE services while providing substantial to the area residents and business goers of any potential changes.

It is our experience that public utilities can disrupt an otherwise successful project's timeline. For this reason **Hancock uses a proactive approach with the public utilities** (Nicor, ComEd, AT&T, Comcast, etc) which has proven to avoid costly interruptions due to existing utilities. Typically in this area, gas services have been installed at very shallow depths. Due to the necessity of pavement patches on this project, it is possible that there may be a conflict with a gas service. Our office will work with Nicor to have them visit the project site to obtain approximate elevations of services and be ready to mobilize if a conflict is exposed.

We will also begin communications with ComEd and AT&T immediately after the preconstruction meeting to schedule their necessary frame adjustments. Our early coordination with utility companies will reduce the chance of delays due to the Contractor's inability to have these utilities mobilize prior to their intended paving schedule.

## PROJECT APPROACH

### Resident/ Business Coordination

Hancock Engineering will manage the process of notifying the residents along the alley that they have the option to replace the portion of their driveway apron from garage floor to edge of alley. **We will handle all aspects of this on behalf of the Village.**

Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.



Hancock Engineering likes to team with the Village to hold a public meeting early in the construction process to make sure that the public is aware of the upcoming improvements. Taking away the "surprise" encountered by residents does a lot to increase their support of the project.

With approval from the Village, Hancock Engineering will host, or provide content to the Village for, a **Project Website**. For this project, our website would include:

- Project background, proposed scope of improvements, and overall project timeline
- Map of any intended traffic detours
- Daily updates as to the Contractor's schedule and construction plans for the following day
- Digital pictures of project improvements
- Contact information of Project Manager, Resident Engineer, Project Liaison, and other selected Village officials

Our most recent project website, *ElmStreetImprovements.com*, a 0.50 mile reconstruct within the Village of River Grove, was averaging nearly 100 hits per week.

With the Village's permission we will provide our cell phone numbers on the project website. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to meet with these residents at a time that is convenient to their schedule. **We view interaction with residents and businesses, not as a burden, but as an opportunity to create a successful project.**

### Successful Execution of Traffic Control

Provisions will be made to ensure that Emergency Vehicles and first responders can access all areas at all times. Any day closures be called into Public Works, the Fire Department, and the Police Department, as well as posted on our project website, a minimum of two days prior to the disruption.

Our Resident Engineer will provide daily barricade checks prior to the start of the day's construction, during construction, and at the completion of the Contractor's daily effort. The Contractor will be required to provide a 24 hour traffic protection phone number so that if at any time, between the end of the work day and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.



**Traffic Department Inspection Form**

Project: 2015 Oak Park Alley Improvements  
Location: 2015 Oak Park Alley Improvements  
Inspector: [Name]  
Date: [Date]  
Time: [Time]

| Item                   | Inspected | Location | Notes |
|------------------------|-----------|----------|-------|
| 1. Barricade Placement |           |          |       |
| 2. Traffic Signs       |           |          |       |
| 3. Safety Cones        |           |          |       |
| 4. Work Area           |           |          |       |
| 5. Traffic Flow        |           |          |       |
| 6. Safety Equipment    |           |          |       |
| 7. Worker Safety       |           |          |       |
| 8. Other               |           |          |       |

Inspector Signature: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_  
City Engineer Signature: \_\_\_\_\_

For a project to be genuinely safe, it must be kept clean. Our firm's daily checks will also include inspection of the cleanliness of the project site to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA assessable and compliant

Any deficiencies will be logged and then immediately brought to the Contractor's attention with the expectation that they be remedied immediately.

We understand the Village of Oak Park's residents are accustomed to pedestrian and bicycle friendly facilities. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident's and potential business user's ability to access the roadway and sidewalks with their preferred mode of transportation.

### QC/ QA of Contractor's Schedule

For a project to go smoothly during construction, the Resident Engineer must be constantly assessing and reassessing the Contractor's schedule. At the Preconstruction Meeting the Contractor will be required to submit an overall project timeline.

## PROJECT APPROACH

We will ensure that the plan submitted is operational. With each of our Progression Reports (completed weekly) we will evaluate the Contractor's progress and report to the Village. *If it is determined that the Contractor has deviated from the plan by more than two days, they will be directed to resubmit a project schedule, outlining how they intend on catching up to the original schedule.*

Our documentation of the Contractor's daily work record will enable the Village to pursue any liquidated damages that may be due to them by Contractor delays.

### Project Close-Out

Project documentation is an important aspect to our Construction Engineering services. Our documentation provides, at a minimum:



- Written record of daily events
- Quantity Book with back-up source
- Justification of Contractor Pay-outs
- Final Materials Checklist
- Before and After photographs
- Traffic Control Reports
- Before and After photographs
- Progression Reports
- Bimonthly Development Mtg Minutes
- Record Drawings

The minimal amount of time spent tracking quantities and evidence of material inspections at the tail end of a job will allow the Village of Oak Park to realize **substantial cost savings**.

We will submit a Project Box to the Village of Oak Park housing complete project documentation.

Once the project is completed, we are confident that the Village of Oak Park and its residents will appreciate the clean and safe alleyways for years to come.

### BEFORE



### AFTER



*Village of Melrose Park Alleys*

### Project Tasks

Hancock Engineering has substantial experience performing design and construction engineering services for projects very similar to these Alley Improvements. We will furnish an exceptional team of Engineers to team with the Village and at a minimum, provide the following services:

#### Phase I Engineering

##### Task 1 – Kick-Off Meeting

Hancock Engineering will coordinate and attend a Project Kick-Off Meeting with Village staff prior to initiating any investigative work for the design of these alleys. This meeting will allow us to review the project design, details, and standards with the Village to ensure we are in agreement as to expected deliverables. It will provide a platform to further develop our understanding of this alley improvement project.

##### Task 2 – Refine Project Scope

After meeting with the Village, our office will refine this project scope and add any additional duties which may be required of our firm to provide a comprehensive and thoughtful design.

##### Task 3 – Topographic Survey

Hancock Engineering will prepare topographic surveys of the proposed alley locations. The surveys will be prepared according to Oak Park's *Survey Specifications*, including:

- Topographic Data from Right-of-Way to Right-of-Way
- Elevation Points for all cross-section points at interval not to exceed 50'
- Elevation and horizontal data required to delineate garage floor and garage apron
- Measured depths and visual inspections of all Village of Oak Park-owned water and sewer utilities at all manholes, valve vaults, valve boxes, catch basins, inlets, and sewer clean outs in the village's right of way.
- Setting two benchmarks (on hydrants) per block with a description of the bolt used (such as ne bolt, tagged bolt or first bolt past arrow)
- Detailed data at each connecting intersection and for a minimum of fifty feet (50') in each direction.

It is understood that the delivered form of the alley design survey data shall include an ASCII file (final and complete) and plan view drawing. The ASCII file shall consist of point #, northing, easting, elevation and description. The description shall correspond to the IDOT survey point system.

## PROJECT SCOPE

Hancock Engineering acknowledges that of the 30 alleys to be included in the 2015 Improvement Projects, ten (10) of them have already been surveyed. We will provide field verifications on these previously surveyed locations to ensure our ability to complete a thorough design.

### Task 4 – Utility Coordination

Prior to beginning our design, Hancock Engineering will reach out to public utilities to inform them of the upcoming improvements. Location maps will be sent to **Nicor Gas, ComEd, Comcast, and AT&T** at a minimum to request an internal review of their facilities and to encourage them to initiate any necessary repairs as early in the process as possible to avoid any unnecessary interruptions during Phase III. Once base drawings have been created the public utility companies will be contacted again and asked to “red-line” their existing utilities directly on our plans so that their infrastructure can be incorporated into our improvements.

We will contact **Waste Management** during the design process to inform them of the upcoming project. Unfortunately, during alley reconstructions, there is no “easy” way to handle refuse collection. However, we have had great success working with refuse collectors to simplify the process as much as possible. Provisions will be placed in the specifications to place the burden of responsibility on the Contractor. For instance, if the Contractor chooses to pour an alley on a timeline that will hinder the regular collection of refuse on the scheduled day; he will be required to move residential trash receptacles to a central location where they can be emptied and then returned to the proper residence. Depending on the circumstances, we may also be able to work with the Village and Waste Management to relocate refuse collection to the front of properties for a very short period of time.



### Task 5 – Compliance with Complete Streets

Hancock Engineering will review project sites for compliance with the Village’s Complete Streets policy and submit the accompanying checklist. We acknowledge that alley projects are not typically the best location of pedestrian and bicycle friendly properties, however, we will review each individual alley to determine if any measures (bicycle racks, signage, accessible access, etc) can be implemented.

### Task 6 – Recognized Environmental Concerns (REC)

Hancock Engineering will work with **True North Consultants** to review all project sites for RECs. The scope of work for the Potentially Impacted Properties Evaluations will include a review of current Federal, State and local government records and databases to assist in the evaluation and

## PROJECT SCOPE

identification of environmental conditions at properties adjoining the alleys. Reasonably ascertainable historical information will be reviewed to determine historical operations of adjacent properties. A site walk will be performed to inspect the existing conditions, obtain any pertinent field data, observe physical characteristics of the alley, identify current operations, and observe surrounding property conditions and operations. An evaluation documenting the activities and results of the reconnaissance activities will be prepared and recommendations concerning further assessment will be provided.

### Phase II Engineering

#### Task 1 – Preparation of Design Survey and Base Sheets

Our office will apply our acquired data to prepare base plan sheets. These base sheets will outline the existing conditions as they apply to the scope of improvements. Spot elevations will be shown at edge of pavement, centerline, garage floor, and garage apron. Additionally, existing elevations will be presented at all utility structures and other critical points. Vertical and horizontal control will be depicted on the plan sheets as well as the offset locations.

The plan sheets will meet the requirements of Oak Park and the Metropolitan Water Reclamation District (MWRD).

#### Task 2 – Preparation of Preliminary Design Parameters and Recommended Standards

Prior to initiating the drafting of our surveyed data, we will discuss with the Village the desired drafting and design standards. Hancock Engineering typically defaults to IDOT standards in the creation of plans when it comes to standard drafting symbols and line weights. However, many of our clients have instituted their own preferred Village standards to override IDOT policy where applicable. We understand that this project will be funded utilizing Village monies and as such we will ensure that all Village standards are included where desired.

#### Task 3 – Prepare Requests for Preliminary Site Investigations

Hancock Engineering will prepare requests for proposals for Preliminary Site Investigations (PSI) for any areas of RECs identified during our Phase I investigation.

It is understood that the Village shall solicit proposals and pay for the PSI separately from this Contract. Hancock Engineering will provide oversight and review the PSI to determine the inclusions of any Special Provisions and Contract Pay Items/Quantities that will need to be included in the project plans to remediate the identified contaminated soils.

## PROJECT SCOPE

### Task 4 – Preparation of Required Permits

Hancock Engineering will prepare and submit all necessary permits to construct these improvements. It is anticipated that the following permits will be required:

- MWRD WMO Permit
- IDOT Utility Permit
- Notice of Intent (NOI) to the IEPA for ground disturbance.

In addition, our office will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project in accordance with Part IV of the General NPDES Permit. Our proposal fee includes submitting the initial permit application as well as making any revisions required by the governmental agency.

### Task 5 – Preparation of Contract Documents

The project documents will be prepared in the Village's format which will include construction documents, bid forms, instructions to bidders, contract bid form, bonding and insurance requirements, and other compliance requirements. It is expected that the project plans will include the following plan sheets:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| ▪ Title Sheet                    | ▪ Maintenance of Traffic Plans      |
| ▪ Index Sheet/ Legend of Symbols | ▪ Sediment and Erosion Control Plan |
| ▪ General Notes                  | ▪ Roadway Details                   |
| ▪ Summary of Quantities          | ▪ Drainage and Utility Details      |
| ▪ Alley Plan and Profiles        | ▪ IDOT Standard Drawings            |

In addition to the creation of project plans, this task will also include the assimilation of project specifications. Although project pay items will be based upon the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, there will be instances in which we will need to either modify an existing Special Provision, or create a new item altogether. These special provisions for pay items as well as other standards (Village standards, IDOT BDEs, etc.) will be compiled to create a specification document to be used for bidding.

Hancock Engineering will create a thorough Estimate of Costs and Estimate of Construction Time for this project.

### Task 6 – Submittal of Documents at 75% and 90% Completion

Hancock Engineering will submit plans and other bidding documents to the Village at an approximate 75% and 90% completion points. These plans will have incorporated the comments from permitting and public utility agencies.

## PROJECT SCOPE

We will also meet with the Village to discuss any intermediate issues and questions.

The submittal will include project plans, specifications, estimate of time, estimate of cost, and status of utility coordination.

### Task 7 – Submittal of Documents for QA/QC Review

Hancock Engineering will submit a “final” set of plans to the village for their Final QA/QC review process.

It is important to note that Hancock Engineering has our own Quality Control program. Recently, our firm’s professional staff and their commitment to quality production have led to installing in-house procedures which enhance our ability to provide improved professional services to our clients. Quality assurance and self-improvement are primary goals of our firm, and are mandatory for our survival, growth and continual client satisfaction.

Our **Quality Assurance Program (QAP)** is a peer review process which includes a defined set of procedures and standards used to facilitate design and to produce documentation of that design that will save the Village from costly delays during Phase III Engineering, and ultimately will provide **substantial costs savings** to our client.

Quality Assurance reviews are in-house reviews conducted to verify that all design is performed and documented in conformance with the procedures and standards mandated by our QAP.

The primary purpose of QA reviews is to provide redundancy via a **second set of experienced eyes** on the drawings to catch mistakes, errors or omissions. For this project, Derek Treichel, P.E. will perform these reviews, although it’s not uncommon to have two or more reviewers on large projects. Our reviews will focus on looking at the big picture, reviewing the project details, ensuring clarity of our intentions, and confirming our Estimate of Cost. From there, we send our plans to our Construction Engineer Manager, Bill Peterhansen, P.E. to review in terms of constructability and to reduce the likelihood of any issues arising during construction.

### Task 8– Submittal of Final Documents

After completing our internal QAP and incorporating any final Village comments we will provide the Village with final sets of project plans and bidding documents.

A final estimate of Cost and Estimate of Time will be provided to the Village as well.

Our office will furnish the Village with all necessary copies of bidding documents for bidding purposes at no additional cost to the Village.

## PROJECT SCOPE

The work will be designed in all aspects to meet all applicable Village design criteria, inclusive of full plans and specifications in standard units.

### Task 9- Attendance at Village Meetings

Hancock Engineering will attend any necessary meetings with the Village Staff. If desired by the Village, Hancock will attend a public information meeting where we will make a presentation and assist the Village staff with answering questions related to the project.

### Task 10- Bidding Assistance

Hancock Engineering will also assist with the bidding process as needed. We will make our project team available to answer any questions as they arise throughout the bidding and construction process. We have been in business for over 100 years and have experience working with the majority of utility and paving contractors that bid projects in this area. Our experience allows us insight as to a potential contractor's ability to not only complete the work, but to also finish the work within budget and schedule.

### Task 11 - Continuous Coordination with Village Staff

Throughout the course of the project, Hancock Engineering will continuously keep the Village informed of our progress. We will provide the Village of Oak Park with weekly reports on our advancements, including status of utility coordination, design processes, permit submittals, and other pertinent information.

We believe that open communication with the Village will be crucial to the success of this project and as such, we will **not charge extra for any progress meetings during regular business hours**. We welcome Village input at any stage of our design.

## Phase III Engineering

### Task 1 - Preconstruction Services

Hancock Engineering will schedule, lead and prepare minutes for a pre-construction conference with the Village, Contractor and Sub-Contractors. At this meeting the Contractor will be required to submit:

- Proposed Project Schedule which Hancock Engineering will thoroughly review and comment on the validity of.. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24 hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.

## PROJECT SCOPE

- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors. All Sub-Contractors with contracts greater than \$2,000 will be required to attend this meeting.

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

### Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24 hour phone number for each project engineer for inclusion in this letter.

Furthermore, as discussed in the "Project Understanding", we will operate a **Project Website** (or provide a narrative for the Village's use) which will provide additional avenues to contact our Resident Engineer and Project Manager.

Hancock Engineering will also draft and prepare Agreements for private property driveway apron replacement and parking passes. We are confident in our ability to manage this process and simplify the Village's necessary involvement.

### Task 3 – Parking Impact Study

Hancock Engineering understands the critical nature of parking throughout the Village. We will work hand-in-hand with the Village of Oak Park's Parking Services Department and prepare parking passes for distribution as necessary. Furthermore, we hope to lessen the parking burden as much as possible by including interim deadlines of alley completion dates within the Contract Specifications.

### Task 4 – CCDD Sign-Off

Hancock Engineering will prepare Clean Construction Demolition Debris forms for all project sites. We understand that, if necessary, environmental oversight will be paid for separately by the Village.

### Task 5 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

- The Edge of Alley is not higher than adjacent garage floor
- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper pitch of proposed sewer
- Location and limits of restoration items

Over the last ten years, our firm has provided various degrees of construction layout on over 1,500 projects for our clients.

### Task 6 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Jim Goumas, our Client Manager and Company Executive Vice-President, will be reachable 24 hours a day on their cellular telephones.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor's day completing paperwork and resolving resident issues. *It is very important to note that the Village of Oak Park will never be charged over 8 hours in a day for our on-site Engineer.*
- Serve as the Village's liaison with the Contractor and their Sub-Contractor's.
- Cooperate with the Contractor in dealing with the Oak Park Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will never be paid for work that is unsatisfactory.**
- Organize and lead Development Meetings on-site a minimum of twice a month. We will maintain and circulate minutes of these meetings.
- Review Contractor's progress on a regular basis. As discussed above we will submit weekly



## PROJECT SCOPE

Progress Reports which will compare the actual progress to the Contractor's approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.

- Work with the Village to ensure that necessary Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Perform Traffic Control checks a minimum of three times per day. The checks shall involve checking the condition of barricades between sunrise and sunset. Additionally, twice a month the barricades will need to be inspected after sunrise to ensure that they are all flashing as required. Our office will provide the Village with Barricade Check reports on a weekly basis. The Contractor will be notified immediately of any deficiencies found and will need to remedy any issues without delay.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- Coordinate Construction with MWRD and other permitting agencies.

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

### Task 7 – Materials Testing

Hancock Engineering will work together with Rubino Engineering to provide Materials Testing for these improvements. There will be a minimum of three sets of cylinders for each north-south alley and a minimum of two sets for each east-west alley.

Alleys will not be opened for traffic until design strength of the concrete has been achieved.

### Task 8 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation. This will include:

- Maintaining orderly files of correspondence which shall include:
  - Preconstruction Minutes
  - Daily Project Diary
  - Weekly Progression Reports
  - Traffic Protection Reports
  - Quantity Book
  - Minutes from Development Meetings
  - Contract Documents
  - Correspondence with Public Utilities and other Agencies
  - Material Testing Reports

## PROJECT SCOPE

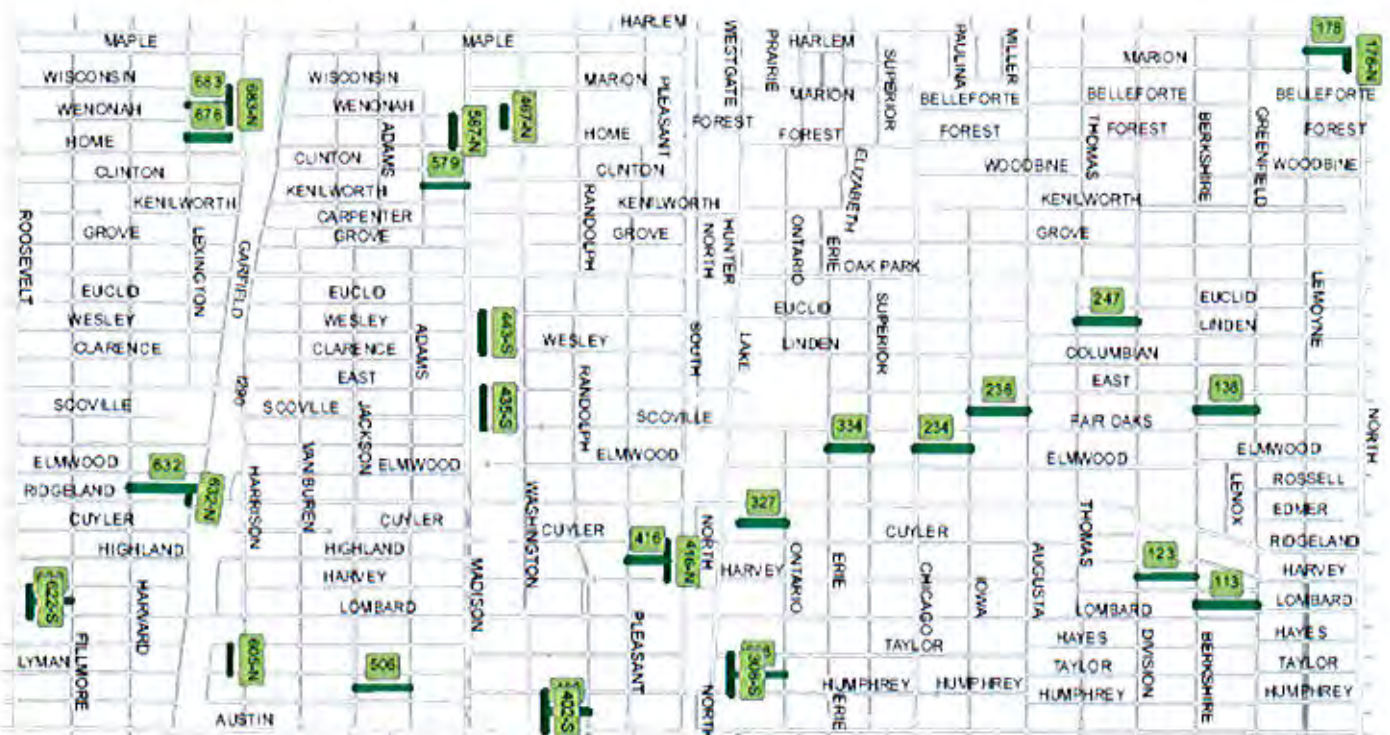
### Task 9 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties' best interest to have the project closed out as efficiently as possible. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or puddles
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

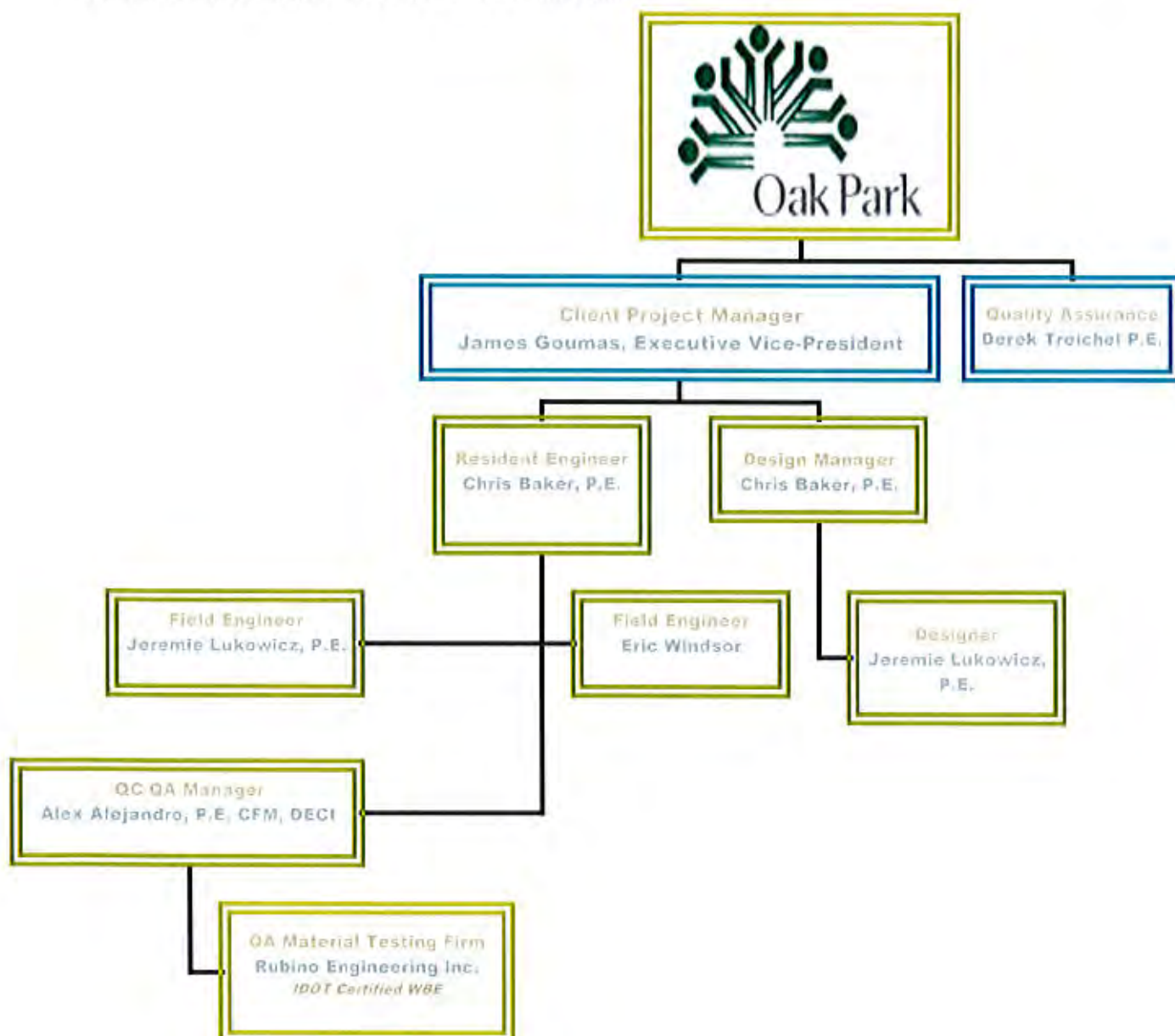
Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

During project close-out, Hancock Engineering will provide Record Drawings to the Village of Oak Park. The drawings will also show any changes that were made to the project plans, including elevations, geometry, and/or limits of improvements.



### Organizational Chart

Hancock Engineering employs highly skilled individuals that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and its constituents of local businesses, schools, and home owners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



### Project Organization

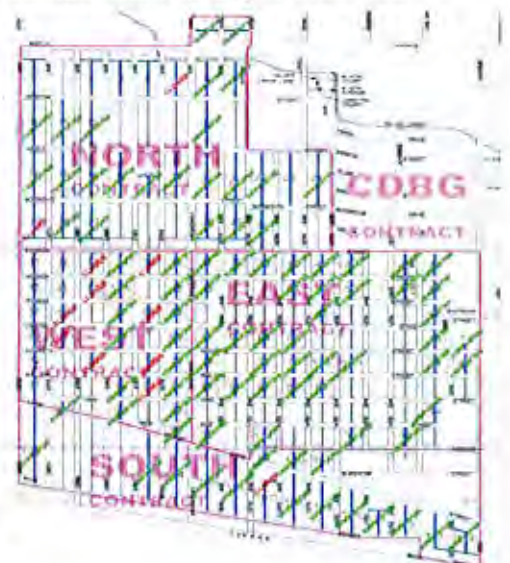
**Jim Goumas, company Executive Vice President, will serve as Client and Project Manager** for these alley improvement projects. He will oversee the staffing for this project. Jim has over 25 years of municipal engineering experience with Hancock Engineering and serves as client manager for the Villages of Broadview and River Forest. Hancock Engineering has teamed with his communities to complete substantial improvements to their infrastructure over the past few years, including many alley improvement projects.

Hancock Engineering's principals are very "hands-on" when it comes to project management. The listing of the company executive vice-president as Project Manager truly reflects his anticipated deep involvement with these improvements. If an issue is discovered in the field, our Resident Engineer will consult with Jim to quickly and efficiently provide a redesign that can be approved by the Village. Jim will also visit the project site to ensure that all construction methods are up to our high standard. During the design process, Jim will offer his many years of experience to the design team; continually working with team members to ensure the most cost effective design is being utilized.

Jim is the company's expert when it comes to dealing with transportation improvements. He has abundant experience managing and designing STP projects and is in constant contact with the Engineers at IDOT Local Roads. Recently Jim provided oversight and managed the drafting for the 2012 Alley Improvement project.

With Jim's leadership, Hancock Engineering will provide the unparalleled service that has come to be expected when dealing with our firm. In addition to Mr. Goumas, Hancock is allocating several additional engineers to have a sizable role in the anticipated work load from the Village of Oak Park. Our proposed collection of engineers has an outstanding combination of experience and progressive mind-sets that will deliver outstanding services to the municipality.

**Chris Baker, P.E. will be assigned as the Design Manager** for this project. This upcoming alley project will be very familiar to Chris. In 2012, the Village of Melrose Park undertook a very aggressive alley improvement project. Utilizing a combination of local, MFT, and CDBG funding, the Village sought to design and construct \$10 Million of alleys within a single calendar year. Under Chris's direction, 122 alleys were surveyed, designed, and substantially completed in less than 12 months exceeding the Village's expectations. To accommodate the aggressive schedule, the project was divided into four separate contracts, but Chris managed the design of each project, directly designing the centerline grading and storm sewer design for 107 of the



122 alleys. The project was an overwhelming success for the Village of Melrose Park, turning approximately 10 miles of stone / failing asphalt eye sores into clean concrete alleyways that revitalized the spirit of the residents. The project was so successful it was awarded the 2012 APWA Suburban Branch Project of the Year.

Chris has also designed nearly a dozen smaller alley improvement projects for Hancock Engineering. Recently, Chris was the Design Manager for the "Green Alley" Initiative in the Village of River Grove. The design took into account the existing soil make-up of the site and utilized permeable pavers and shallow cells of stone to drain the otherwise concrete alleys directly into the earth through the area's sandy soils.

Jeremie Lukowicz, P.E. will be assigned as a member of Chris's Design Team for the alley improvement projects. Jeremie was very successful under Chris's guidance on the aforementioned Melrose Park Alley Project. Additionally, Jeremie has been the lead designer for many transportation improvement projects (including alleys) in the recent past. Jeremie has also proved to be exceptionally efficient at acquiring MWRD and IDOT Permits.

Jeremie was the lead designer for the 2010 and 2011 Melrose Park CDBG Alley Improvements as well as a designer on the 2011 Oak Lawn Alley Improvements.

A benefit of Hancock Engineering is our unique ability to allow many of our engineers to serve as Design Engineers during the winter months and Construction Engineers during construction season. Jeremie has benefitted greatly from this practice, continuing to become one of our stronger designers as well as gaining tremendous experience in the field. The experience gained performing construction engineering services of over \$20 Million (including an APWA Project of the Year in 2012) the past five years, has allowed Jeremie a unique vantage point when completing his design obligations. He uses his real-life construction experiences to design "constructible" solutions.

Derek Treichel, P.E. CFM, company President, will be the Quality Assurance Manager for this project. Derek will work with Jim to ensure that all design work on this project will be up to our high standards. As stated earlier, Hancock Engineering has our own Quality Control program. Derek will oversee a peer review process which will facilitate a design and produce documents that will enable successful construction.

Derek is the company President and one of our most experienced alley designers. Derek has abundant experience managing design projects very similar to this project. Derek is client manager for the Village of Brookfield, who has done significant improvements to their alley network in the past few years.

#### Alley List and Current Status by Location

Scrub

Supplemental Worksheet: October 23, 2012

| Alley No. | Location        | Start | End  | Status      | Scheduled Resurfacing |
|-----------|-----------------|-------|------|-------------|-----------------------|
| 36        | 1400 S. 1st St. | 200'  | 210' | AS - OPENED | Aug 6                 |
| 40        | 3000 S. 1st St. | 200'  | 210' | AS - OPENED | Aug 6                 |
| 53        | 1700 S. 1st St. | 200'  | 210' | AS - OPENED | Aug 6                 |
| 54        | 1400 S. 1st St. | 210'  | 220' | AS - OPENED | Aug 20                |
| 57        | 3000 S. 1st St. | 210'  | 220' | AS - OPENED | Aug 20                |
| 64        | 1100 S. 1st St. | 210'  | 220' | AS - OPENED | Aug 20                |
| 65        | 1400 S. 1st St. | 220'  | 230' | AS - OPENED | Aug 20                |
| 75        | 1500 S. 1st St. | 230'  | 240' | AS - OPENED | Aug 20                |
| 81        | 700 S. 1st St.  | 240'  | 250' | AS - OPENED | Aug 20                |
| 87        | 400 S. 1st St.  | 250'  | 260' | AS - OPENED | Aug 20                |
| 91        | 400 S. 1st St.  | 260'  | 270' | AS - OPENED | Aug 20                |
| 95        | 700 S. 1st St.  | 270'  | 280' | AS - OPENED | Aug 20                |
| 96        | 400 S. 1st St.  | 280'  | 290' | AS - OPENED | Aug 20                |
| 97        | 400 S. 1st St.  | 290'  | 300' | AS - OPENED | Aug 20                |
| 98        | 400 S. 1st St.  | 300'  | 310' | AS - OPENED | Aug 20                |
| 99        | 400 S. 1st St.  | 310'  | 320' | AS - OPENED | Aug 20                |
| 100       | 400 S. 1st St.  | 320'  | 330' | AS - OPENED | Aug 20                |
| 101       | 400 S. 1st St.  | 330'  | 340' | AS - OPENED | Aug 20                |
| 102       | 400 S. 1st St.  | 340'  | 350' | AS - OPENED | Aug 20                |
| 103       | 400 S. 1st St.  | 350'  | 360' | AS - OPENED | Aug 20                |
| 104       | 400 S. 1st St.  | 360'  | 370' | AS - OPENED | Aug 20                |
| 105       | 400 S. 1st St.  | 370'  | 380' | AS - OPENED | Aug 20                |
| 106       | 400 S. 1st St.  | 380'  | 390' | AS - OPENED | Aug 20                |
| 107       | 400 S. 1st St.  | 390'  | 400' | AS - OPENED | Aug 20                |
| 108       | 400 S. 1st St.  | 400'  | 410' | AS - OPENED | Aug 20                |
| 109       | 400 S. 1st St.  | 410'  | 420' | AS - OPENED | Aug 20                |
| 110       | 400 S. 1st St.  | 420'  | 430' | AS - OPENED | Aug 20                |
| 111       | 400 S. 1st St.  | 430'  | 440' | AS - OPENED | Aug 20                |
| 112       | 400 S. 1st St.  | 440'  | 450' | AS - OPENED | Aug 20                |
| 113       | 400 S. 1st St.  | 450'  | 460' | AS - OPENED | Aug 20                |
| 114       | 400 S. 1st St.  | 460'  | 470' | AS - OPENED | Aug 20                |
| 115       | 400 S. 1st St.  | 470'  | 480' | AS - OPENED | Aug 20                |
| 116       | 400 S. 1st St.  | 480'  | 490' | AS - OPENED | Aug 20                |
| 117       | 400 S. 1st St.  | 490'  | 500' | AS - OPENED | Aug 20                |
| 118       | 400 S. 1st St.  | 500'  | 510' | AS - OPENED | Aug 20                |
| 119       | 400 S. 1st St.  | 510'  | 520' | AS - OPENED | Aug 20                |
| 120       | 400 S. 1st St.  | 520'  | 530' | AS - OPENED | Aug 20                |
| 121       | 400 S. 1st St.  | 530'  | 540' | AS - OPENED | Aug 20                |
| 122       | 400 S. 1st St.  | 540'  | 550' | AS - OPENED | Aug 20                |

## PROJECT TEAM

**Chris Baker, P.E. will be assigned as the Resident Engineer** for these alley improvements. Chris has eleven years of experience serving as Resident Engineer on Projects ranging from \$100,000 to the nearly \$4 Million Village-Wide Roadway Improvements project for the Village of River Grove.

**Chris excels with Resident and Business interaction.** While acting as Resident Engineer on a recent Federally Funded streetscape Improvement project within the Village of River Grove, Chris created personal relationships with each of the nearly 50 businesses flanking the project. He believes a proactive approach to notification is a key element of construction engineering.

Chris is one of the company's experts when it comes to dealing with transportation construction improvements. He has abundant experience managing, designing, and building roadway reconstruction and resurfacing projects. Chris is certified in IDOT documentation and is very familiar with the ICORS program.

Chris has recently performed Residential Engineering services for over a dozen projects, including:

- Ridgeland Avenue LAPP, Village of Oak Park
- Green Alley Initiative, Village of River Grove
- St Charles Road TIF Alleys, Village of Maywood
- Village-Wide Roadway Improvements, Village of River Grove
- Madison Street TIF Alleys, Village of Maywood

With Chris's leadership, these projects were all finished considerably ahead of expectations.

As Resident Engineer Chris will also serve as the **Public Outreach Liaison**. Chris has recently served as project liaison for the 2012 American Public Works Association – Suburban Branch **Project of the Year, Village-Wide Alley Improvements** within the Village of Melrose Park with construction costs over \$10,000,000. Chris understands the need to work closely with the residents, schools, and businesses along the project site, and that for a construction experience to be a satisfying achievement, it is important to satiate the public's desire to be kept continually informed. We pride ourselves on our service and firmly believe that our responsiveness is unmatched in the industry. He will provide, at a minimum, weekly construction status updates as to project progress, developing issues, and pertinent communications. Through use of websites, as shown in the above screen shot from Elm Street Improvements Project ([elmstreetimprovements.com](http://elmstreetimprovements.com)), and social media, we have the ability to keep parties continually informed from the project planning stages, to the final construction acceptance. **We pride ourselves on our responsiveness and commitment to our clients.**



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PROJECT TEAM

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Chris will work with Jim and our Construction Engineers to ensure that all construction work on this project will be up to our high standards.

**Jeremie Lukowicz, P.E., will be assigned as a Field Engineer** for this project. As discussed earlier, Jeremie has a strong history of Phase II Engineering, including the design of many alleys. Perhaps more importantly, is his experience serving as **Resident Engineer for the 2012 Melrose Park Alley Improvements**. Jeremie provided oversight to a small team of field engineers and worked hand-in-hand with the Village of Melrose Park and four separate General Contractors to ensure that each of the four alley projects reached substantial completion by the end of 2012.

Jeremie led Progress Meetings with the Village, wrote weekly updates for the Public Works Director, and oversaw the documentation of these four independent contracts.

Jeremie has also served as Field Engineer and/or Resident Engineer for countless projects during his tenure at Hancock Engineering. Most recently Jeremie has been involved with the:

- River Forest IGIG Alleys – Village of River Forest
- Village-Wide Alley Improvements – Village of Melrose Park
- Beach Avenue Improvements – Village of LaGrange Park
- 2014 Street Improvements Project – Village of Norridge
- Green Alley Improvements – Village of River Grove
- 2013 Water Main Improvements – Village of LaGrange Park

**Eric Windsor will be assigned as a Field Engineer** for this project. Eric has been building an impressive resume since he began his career at Hancock Engineering nearly 17 years ago. This past year, he served as Assistant Resident Engineer for Melrose Park's Award Winning, \$10 Million Alley Improvements Project. This project was split between four Prime Contractors, and Eric was very successful communicating with each of the Contractors and keeping the Village continually up to date. Eric is an IDOT certified documenter and has completed the State's ICORS training classes. Eric has also performed construction layout for nearly 50 projects over the past five years. Impressively, Eric has served as Resident Engineer or Construction Engineer on nearly a dozen jobs within the past 5 years including:

- Village-Wide Alley Improvements, Village of Melrose Park
- Ridgeland Avenue LAPP, Village of Oak Park
- Thatcher Avenue LAPP, Village of River Forest
- Cornell Avenue Reconstruction, Village of Melrose Park
- Madison Avenue TIF Alleys, Village of Maywood

Eric is also one of the leaders of our data acquisition team. He has complete understanding of GPS acquisition practices and is also well versed in Total-Station topography and GIS.

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PROJECT TEAM

**Alex Alejandro, P.E. CFM, DECI will be assigned as the QC/QA Manager – Materials for this project.** Alex will work alongside our sub-consultant Rubino Engineering, Inc. and their Project Manager, Tim Dunne. Our office has previously worked with Mr. Dunne on successful projects. Alex will ensure that all IDOT QA testing requirements are fulfilled. The following is a sampling of what Alex will work with Rubino Engineering to obtain:

- QA MI655 Reports
- QA Field testing of concrete, including, slump, air, temperature, and casting of cylinders.
- QA Laboratory testing of cured concrete – Compressive Strength

Alex has an abundance of experience serving as the QC/QA manager for transportation jobs. He is also an IDOT certified documenter and has completed the State's ICORS training classes. Alex is also a Designated Erosion Control Inspector (DECI). During busier times, he will assist Chris, Jeremie, and Eric with inspections, documentation, and field measurements.

We have selected Rubino Engineering, Inc. to perform Quality Assurance testing for the Bode Road improvements. Rubino is



an IDOT certified WBE and is owned by **Michelle Lipinski, P.E.** Michelle is President and founder of Rubino Engineering, Inc. and is an experienced and licensed geotechnical engineer. Michelle has a Bachelor of Science degree in Civil Engineering from the University of Illinois Urbana Champaign. Michelle is currently the ASCE Urban Planning and Development Chair, APWA Fox Valley Branch Publicity Co-Chair, and APWA Chicago Metro Chapter Membership Co-Chair. Ms. Lipinski will supply Tim Dunne as the Quality Assurance Administrator for this project.

Mr. Dunne is a Senior Engineering Technician and Project Manager at Rubino Engineering, with over 28 years of experience providing construction materials testing services. Mr. Dunne has supervised Quality Control (QC) / Quality Assurance (QA) testing on numerous transportation projects over the past 12 years. Mr. Dunne's responsibilities on these yearly projects included the Quality Assurance testing and monitoring of Portland cement concrete (PCC) and hot mix asphalt (HMA) materials to verify compliance with IDOT specifications; mix design reviews; split sample testing with contractor and producer Quality Control personnel, and monitoring and testing of concrete and hot mix asphalt at the production facilities.

Tim will work with Alex and our team to ensure the Contractor is providing the construction materials that the Contract designates and their Quality Control testing firm following proper IDOT procedures.

**The personnel named in this 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.**

*VILLAGE OF MELROSE PARK  
2012 Village-Wide Alley Projects*

**Commencement Date:**  
March, 2012

**Construction Completion Date:**  
November, 2012

**Engineer's Cost Estimate:**  
\$ 10,125,000.00

**Contractor Bid Amount:**  
\$ 9,867,100.50

**Engineering Fee:**  
\$ 635,000.00

**Engineering Change Orders:**  
\$ 0

**Project Completed On-time:**  
Yes

**Project Team:**

Chris Baker, P.E.  
(Project Manager, Design  
Coordinator)

Jeremie Lukowicz, P.E.  
(Resident Engineer)

Eric Windsor  
(Assistant Resident Engineer)

**References:**

Ron Serpico, Mayor  
708-343-9500

Gary Marine, Public Works  
708-343-5128

John Traversa, Superintendent  
ALamp Concrete  
847-891-6000

Hancock Engineering provided Design and Construction Engineering Services for this Village and MFT funded village wide alley project.

For years, the Village's Public Works Department has struggled to maintain the nearly 150 alley right-of-ways within its corporate limits. Many of these alleys were comprised of stone and gravel; others were paved years ago with very little thought given to proper drainage. It was not uncommon for the alley pavement to be substantially higher than adjacent garages and properties, resulting in widespread flooding during moderate rainfall events.

Hancock Engineering embarked on an aggressive plan to start and complete the entire program (122 total alleys) within the 2012 construction season. It was decided that the Alley Improvement Program should be divided into several stand-alone construction projects, both for the sake of improving the competitive bidding process, and to allow for completion in this short time frame with numerous contractors working simultaneously.

To complete these improvements in a singular calendar year, Hancock Engineering supervised seven Contracts being constructed by four separate contractors simultaneously. The alley reconstruction involved the installation of storm sewer and drainage structures to drastically improve the alleys drainage creating a safer and healthier environment for the entire village.



## PROJECT EXPERIENCE

- In all, 122 Portland Cement Concrete Alleys (Over 10 Miles in Length), complete with utility improvements, were completed as part of this improvement project in 2012!
- Sewer televising of 45,000 linear feet of combination sewer located within alley ROW.
- Construction of 122 Portland Cement Concrete alley pavements including new sewers and water main facilities as needed within one calendar year well ahead of schedule.
- Outstanding community relations on a village-wide project.



| Project Name                                           | Budgeted Amount  | Actual Cost     | Contractor          |
|--------------------------------------------------------|------------------|-----------------|---------------------|
| 2012 Alley Program - East Contract                     | \$ 2,422,477.00  | \$ 2,008,455.00 | J Nardulli Concrete |
| 2012 Alley Program - West Contract                     | \$ 2,066,737.50  | \$ 1,673,943.00 | ALamp Concrete      |
| 2012 Alley Program - North Contract                    | \$ 3,798,594.50  | \$ 3,082,236.00 | ALamp Concrete      |
| 2012 Alley Program - South Contract                    | \$ 2,002,955.00  | \$ 1,637,501.00 | Triggi Construction |
| 2012 Alley Paving Contract - CCCDBG Project No. 11-025 | \$ 150,165.00    | \$ 106,798.00   | Triggi Construction |
| 2012 Alley Paving Contract - CCCDBG Project No. 10-031 | \$ 101,355.00    | \$ 85,915.00    | Triggi Construction |
| 2012 Alley Water Main Replacement                      | \$ 686,115.00    | \$ 468,847.00   | Cerniglia Company   |
| Totals:                                                | \$ 11,228,399.00 | \$ 9,063,695.00 |                     |

PROJECT EXPERIENCE

**VILLAGE OF BELLWOOD**

**2002 - 2006 Alley Program**

Hancock Engineering provided Design and Construction Engineering Services for this village and CDBG funded project which involved the reconstruction alleys throughout the Village of Bellwood. In addition to the pavement installation, sewer and drainage improvements were completed as well. This large scale project was completed over several years in the 2000s.

| <u>Year</u>   | <u>Alleys</u> | <u>Length</u>    | <u>Volume</u>    | <u>Concrete Trucks</u> |
|---------------|---------------|------------------|------------------|------------------------|
| 2002          | 29            | 20,700 ft        | 9,600 CY         | 1,200                  |
| 2003          | 70            | 46,730 ft        | 19,600 CY        | 2,450                  |
| 2004          | 32            | 14,005 ft        | 5,600 CY         | 700                    |
| 2006          | 7             | 3,985 ft         | 1,400 CY         | 175                    |
| <b>Totals</b> | <b>138</b>    | <b>85,420 ft</b> | <b>36,200 cy</b> | <b>4,525</b>           |

**Commencement Date:**  
May, 2002

**Completion Date:**  
September, 2006

**Engineer's Cost Estimate:**  
\$ 4,120,963.69

**Contractor Bid Amount:**  
\$ 3,840,379.45

**Engineering Fee:**  
\$ 400,000

**Project Awarded on Schedule:**  
Yes

**Project Completed On-time:**  
Yes

**Project Team:**

Jim Goumas  
(Design Manager)

Chris Baker, P.E.  
(Design and Field Engineer)

Eric Windsor  
(Field Engineer)

**References:**

Frank Pasquale, Mayor  
708-547-3541

Marty Walker, Public Works  
708-547-3541

Brent Taylor, Superintendent  
MQ Construction  
773-858-5589

The design included:

- Replacement of existing stone, concrete, and asphalt alleyways with 8" Portland Cement Concrete
- Construction of new concrete curb and gutter, driveways, and sidewalks within intersections
- Installation and repair of storm sewers
- Constant interaction with Village, refuse collection, and residents

Interesting Facts:

- Enough Concrete to cover 22 Football Fields
- Enough Concrete to fill 11 Olympic swimming pools at 6.5' deep
- Project final cost was almost \$3MIL less than budgeted amount



## PROJECT EXPERIENCE

VILLAGE OF RIVER FOREST  
2014 IGIG Green Alley Project

**Commencement Date:**  
August, 2014

**Completion Date:**  
November, 2014

**Engineer's Cost Estimate:**  
\$ 650,963.69

**Contractor Bid Amount:**  
\$ 625,000.00

**Engineering Fee Extras:**  
\$ 0

**Project Awarded on Schedule:**  
Yes

**Project Completed On-time:**  
Expected to be

**Project Team:**

**Jim Goumas.**  
(Client Manager)

**Alex Alejandro, P.E.**  
(Project Manager, Design  
Coordinator)

**Jeremie Lukowicz, P.E.**  
(Design and Field Engineer)

### References:

Jeff Loster, Engineer  
708-714-3550

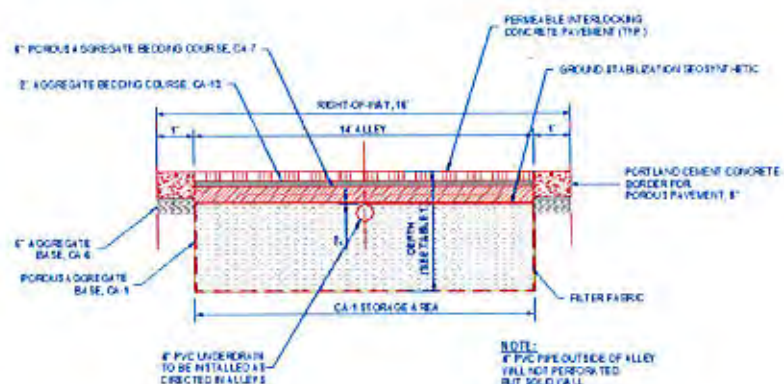
John Anderson, Public Works  
708-714-3550

**Taylor Yelnick, Superintendent**  
**MYS Construction**  
**708-476-2101**

Hancock Engineering provided Design and Construction Engineering Services for this IGIG funded project. The project involved the construction of a permeable concrete alley pavement at various locations throughout the Village of River Forest. The work consisted of the removal and replacement of driveways, sidewalks, curb and gutter, installation of porous brick pavers, hot-mix asphalt removal and replacement, and restoration of parkways.

This project is being paid for with Illinois Green Infrastructure Grant (IGIG) Program funds and Village Corporate Funds.

This project was bid utilizing the "Type Bidding" process. In order for the Village maximize the grant amount, the Village received bids for two different widths of porous brick alley pavement. Type 1 involved the construction of a 14' wide porous brick pavement alley pavement with a 1' wide, on each side, concrete border for the porous brick pavement. Type 2 involved the construction of a 10' wide porous brick alley pavement with a 3' wide, on each side, concrete border for the porous brick pavement.



### Proposed Cross Section

PROJECT EXPERIENCE

**VILLAGE OF BROOKFIELD**  
*Annual Alley Improvements*

**Commencement Date:**  
May, 2004

**Completion Date:**  
October, 2014

**Engineer's Cost Estimate:**  
\$ 2,034,000.00

**Contractor Bid Amount:**  
\$ 1,989,000.00

**Engineering Fee Extras:**  
\$ 0

**Project Awarded on Schedule:**  
Yes

**Project Completed On-time:**  
Yes

**Project Team:**

**Derek Treichel P.E.**  
(Client Manager)

**Chris Baker, P.E.**  
(Designer)

**Jeremie Lukowicz, P.E.**  
(Field Engineer)

**References:**

**Keith Sbriral, Village Manager**  
708-485-7344

**Dan Kaup, Public Works**  
708-485-7344

**Taylor Yelnick, Superintendent**  
MYS Construction  
708-476-2101

Hancock Engineering has provided Design and Construction Engineering Services for this annual Alley Reconstruction project which involved the replacement of stone/deteriorated HMA alleys throughout the Village of Brookfield.

Over the last ten years, the Village has constructed 17 alleys for a total of 10,960' of improved Portland Cement Concrete. Although the amount of alleys constructed during these improvements may not be overly impressive, we value to longevity of this annual project as it has allowed us to fine-tune our approach to both, the design AND construction of residential and commercial alleyways.



## REFERENCES

### Client References

The following is a partial list of clients for whom we currently provide engineering services to. We have included the length of time we have been retained by each client and a suggested contact party for obtaining further information regarding the services we have been providing.

#### MUNICIPALITIES

- VILLAGE OF BELLWOOD** Since 1945  
Contact Party : Honorable Frank Pasquale, Village President  
Telephone No. : (708) 547-3505
- VILLAGE OF BROADVIEW** Since 1950  
Contact Party : Mr. Matthew Ames, Public Works Director  
Telephone No. : (708) 681-3600
- VILLAGE OF BROOKFIELD** Since 1981  
Contact Party : Mr. Keith Sbriraj, Village Manager  
Telephone No. : (708) 485-7344
- VILLAGE OF FOREST VIEW** Since 1957  
Contact Party : Mr. Frank Yurka, Village Administrator  
Telephone No. : (708) 749-0310
- CITY OF HOMETOWN** Since 2003  
Contact Party : Honorable Kevin Casey, Village President  
Telephone No.: 708-424-7500
- VILLAGE OF LA GRANGE PARK** Since 1955  
Contact Party : Ms. Julia Cedillo, Village Manager  
Telephone No. : (708) 354-0225
- VILLAGE OF MAYWOOD** Since 1995  
Contact Party : Mr. John West, Public Works Director  
Telephone No. : (708) 450-4482
- VILLAGE OF MELROSE PARK** Since 1999  
Contact Party : Mr. Gary Marine, Public Works Director  
Telephone No. : (708) 343-4000
- VILLAGE OF NORRIDGE** Since 1999  
Contact Party : Mr. Brian Gaseor, P.E., Village Engineer  
Telephone No. : (708) 453-0800

## REFERENCES

**VILLAGE OF OAK LAWN Since 1947**

Contact Party : Mr. Jack Gallagher, Village Engineer

Telephone No. : (708) 499-7816

**VILLAGE OF RIVER FOREST Since 1990**

Contact Party : Mr. John Anderson, Director of Public Works

Telephone No. : (708) 366-8500

**VILLAGE OF RIVER GROVE Since 1965**

Contact Party : Ms. Marilyn J. May, Mayor

Telephone No. : (708) 453-8000

### Professional References

The following is a small sampling of professional groups for whom we currently have an excellent working relationship with:

**Illinois Department of Transportation**

Contact Party : Ms. Marilin Solomon

Telephone No. : (708) 705-4407

**Illinois Department of Transportation**

Contact Party : Mr. Glenn Tredinnick

Telephone No. : (708) 705-4415

**North Central Council of Mayors – Transportation Committee**

Contact Party : Leonard Cannata, Planning Coordinator

Telephone No. : (708) 453-9100 x 241

**Illinois Environmental Protection Agency**

Contact Party : Ms. Pamela Holmes

Telephone No. : (847) 758-3412

**Metropolitan Water Reclamation District**

Contact Party : Mr. Mark Kirchman

Telephone No. : (708) 435-1393

### Project Websites

The following is a sampling of two of our current project websites. We also use other technology to keep all stakeholders continually abreast of our construction management projects.

[www.ElmStreetImprovements.com](http://www.ElmStreetImprovements.com)

[www.MaywoodImprovements.com](http://www.MaywoodImprovements.com)

REFERENCES

Ronald M. Serpico  
**MAYOR**

Mary Ann Paolantonio Salemi  
**CLERK**



**Village of  
Melrose Park**



**- TRUSTEES -**

Anthony N. Abruzzo  
Arturo J. Mota

Jaime Anguiano  
Anthony J. Prignano

Cathy Cossident-Italia  
Mary Ramirez-Taconi

June 26, 2013

Re: Qualifications of Edwin Hancock Engineering Co., Westchester, Illinois

To Whom It May Concern:

The Edwin Hancock Engineering Co. has performed numerous projects for the Village of Melrose Park over the past years, and overall we are very satisfied with the level of quality of their services including planning, project design, and construction inspection.

On behalf of the Village I can attest that Hancock Engineering has consistently met our expectations in meeting project schedules for all aspects of their work.

We would recommend the services of Hancock Engineering for any of your projects involving municipal infrastructure planning, design, or construction observation. Please feel free to call me to answer any questions or comments you may have regarding the work or qualifications of Hancock Engineering.

Sincerely,

Gary M. Marine  
Director of Public Works  
708/343-5128  
[gmarinepwdir@melrosepark.org](mailto:gmarinepwdir@melrosepark.org)

1000 N. 25th Avenue • Melrose Park, Illinois 60160 • (708) 343-4000

## RIVER GROVE PUBLIC WORKS

MARILYNN J. MAY  
Acting President

COREY BECK  
Supt. of Streets & Alleys

BRENT LEDER  
Director

JOHN BJORVIK  
Supt. of Water Dept.

November 4, 2011

Re: Qualifications of Edwin Hancock Engineering Co., Westchester,  
Illinois

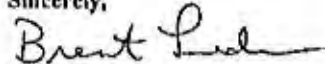
To Whom It May Concern:

The Edwin Hancock Engineering Co. has performed numerous projects for the Village of River Grove over the past years, and overall we are very satisfied with the level of quality of their services including planning, project design, and construction inspection.

It has been my pleasure to have worked with this company for over twenty years. I am more than pleased in the professional way their staff deals with our village administrators during the planning phase of projects and with our business owners and residents during construction. On behalf of the Village I can attest that Hancock Engineering has consistently met our expectations in meeting project schedules for all aspects of their work.

We would recommend the services of Hancock Engineering for any of your projects involving municipal infrastructure planning, design, or construction observation. Please feel free to contact me to answer any questions or comments you may have regarding the work or qualifications of Hancock Engineering.

Sincerely,



Brent Leder  
Director of Public Works  
River Grove, IL

8300 CENTER STREET, RIVER GROVE IL, 60171  
TELEPHONE (708) 452-7055 • FAX (708) 452-5350  
E-MAIL [publicworks@villageofrivergrove.org](mailto:publicworks@villageofrivergrove.org)

Objections to Terms

Our firm has an objection to the language in the Indemnification Clause (Item 4) in the Professional Services Agreement (Attachment VI). The term "Defend" is problematic and we have been told by our Insurance Carrier and attorney that the Indemnity clauses that are overreaching, such as the defend clause, will not have full coverage under our PLI Insurance.

Our insurance carrier and attorneys have suggested the following indemnification clause:

*The Consultant shall, indemnify and hold harmless the Village against lawsuits, claims, demands, damages, liabilities, losses and expenses, including reasonable attorney's fees and administrative expenses, to the extent arising out of caused by a negligent or wrongful act or omission of said consultant, , its officers, agents and/or employees in the performance of professional services set forth in the contract.*

*The parties expressly agree that Consultant has no duty to defend Village against any claims, causes of action, demands lawsuits or proceedings of any kind.*

## DELIVERABLE EXPECTATION DOCUMENT

### Project Timeline

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects this project to be completely designed and constructed in the early autumn of 2015. We have analyzed the necessary design steps and associated timetables and evaluated our current capacity of resources. We will be able to meet your proposed timeline.

Our intention is to work on both design Contracts simultaneously. If the Village prefers a staggered letting schedule, we will certainly follow that recommendation. The following timeline anticipates a nearly concurrent construction schedule.

**All our deliverables will meet the Illinois Department of Transportation and the Village of Oak Park's Design Standards and Acceptance Criteria.**

| Deliverable                                                | Project Completion Date     |
|------------------------------------------------------------|-----------------------------|
| Receive Award of Contract                                  | November 10, 2014 (Assumed) |
| Kick-Off Meeting with Village                              | November 17, 2014           |
| Begin Collection of Data                                   | November 19, 2014           |
| Send Initial Correspondence to Public Utilities            | November 20, 2014           |
| Substantially Complete Topographic Surveys                 | December 15, 2014           |
| Submittal of Complete Street Forms                         | December 18, 2014           |
| Complete Drafting of Base Sheets                           | December 22, 2014           |
| Coordinate the Recognized Environmental Concern Assessment | December 31, 2014           |
| Submit Preliminary Plans to Utility Companies              | January 12, 2015            |
| Submit 75% Plans to Village                                | January 19, 2015            |
| Receive comments from Village to Incorporate into Design   | February 2, 2015            |
| Submit MWRD Permit                                         | February 10, 2015           |
| Submit 90% plans to Village                                | February 13, 2015           |
| Receive comments from Village to Incorporate into Design   | February 18, 2015           |
| Complete Internal QAP                                      | February 23, 2015           |
| Submittal of Final Plans to Village of Oak Park            | February 27, 2015           |
| Final Plan Submittal to all Permitting Agencies            | March 2, 2015               |
| Publicly Advertise Projects for Construction Bidding       | March 3, 2015               |
| Bid Opening                                                | March 24, 2015              |
| Submit Letter of Recommendation                            | March 26, 2015              |
| Preconstruction Conference for Project A                   | April 8, 2015               |
| Begin Construction on Project A                            | April 13, 2015              |
| Preconstruction Conference for Project B                   | April 29, 2015              |
| Begin Construction on Project B                            | May 4, 2015                 |
| Substantially Complete Construction on Project A           | July 3, 2015                |
| Submit Punchlist on Project A                              | July 10, 2015               |
| Substantially Complete Construction on Project B           | August 3, 2015              |
| Submit Punchlist on Project B                              | August 10, 2015             |
| Close-Out Project A                                        | August 17, 2015             |
| Close-Out Project B                                        | September 14, 2015          |

**\*\*The current IDOT bid schedule lists the proposed early spring letting date as April 24, 2014. We recommend scheduling local bid openings so that they are not in conflict with the IDOT lettings.**



## RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: Derek Treichel

State of Illinois

County of Cook

Derek Treichel

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 10/16/2014



Edwin Hancock Engineering

Organization Name

By Derek Treichel

Authorized Signature

9933 Roosevelt Road, Westchester, IL 60154

Address

708-865-0300

Telephone

Subscribed and sworn to before me this 16<sup>th</sup> day of October, 2014.

In the state of Illinois

James Goumas  
Notary Public

My Commission Expires: 1/22/2018

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

Edwin Hancock Engineering

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

Delaware

The full names of its Officers are:

President Derek Treichel

Secretary Edwin Stoelinga



Treasurer Judith Gofron

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.

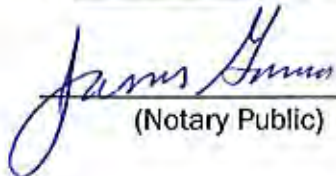
RESPONDENT CERTIFICATION

Edwin Hancock Engineering Co., as part of its bid on a contract for  
(name of Respondent)

Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements 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 16<sup>th</sup> day  
of OCTOBER, 2014.

  
(Notary Public)





Attachment II.

TAX COMPLIANCE AFFIDAVIT

Derek Treichel, being first duly sworn, deposes and says:

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

Edwin Hancock Engineering Co.  
(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.

Derek Treichel  
By:  
Its:

President

(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 16<sup>th</sup> day of OCTOBER, 2014.

James Goumas  
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 Edwin Hancock Engineering and is organized and existing in good standing under the laws of the State of Delaware. The full names of its Officers are:

President Derek Treichel

Secretary Edwin Stoelinga

Treasurer Judith Gofron

Registered Agent Name and Address: Derek Treichel, 9933 Roosevelt Road, Westchester, IL

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

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

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

Signature: Derek Treichel Printed Name Derek Treichel

Name of Business: Edwin Hancock Eng. Your Title: President

Business Address: 9933 Roosevelt Road, Westchester, IL 60154

(Number, Street, Suite #)

(City, State & Zip)

Telephone: 708-865-0300 Fax: 708-865-1212

Web Address: www.ehancock.com

Subscribed to and sworn before me this 16<sup>th</sup> day of OCTOBER, 2014.

James Goumas  
Notary Public



M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: Edwin Hancock Engineering

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?

21 Number of full-time employees

0 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: *Derek Truchel*

Date: 10/16/2014

# 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 Edwin Hancock Eng.

Total Employees 21

| 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 | 7               | 7           | 0             | 0     | 0        | 0                                | 0                        | 0       | 0        | 0                                | 0                        | 0                |
| Professionals        | 8               | 8           | 0             | 2     | 1        | 0                                | 0                        | 0       | 0        | 0                                | 0                        | 3                |
| Technicians          | 4               | 4           | 0             | 0     | 0        | 0                                | 1                        | 0       | 0        | 0                                | 0                        | 1                |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Office & Clerical    | 2               | 0           | 2             | 0     | 0        | 0                                | 0                        | 0       | 0        | 0                                | 0                        | 0                |
| 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.

Derek Treichel being first duly sworn, deposes and says that he/she is the President (Title or Officer)  
(Name of Person Making Affidavit)  
of Hancock Eng. 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 16<sup>th</sup> day of OCTOBER, 2014.

10/16/2014

(Date)

(Signature)



### M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: Rubino Engineering, Inc.

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☒ Women's Business Enterprise (WBE) (A firm that is at least 51% owned,

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

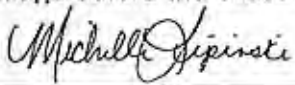
[Submit copies of any W/W/DBE certifications]

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

5 Number of full-time employees

5 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: 8/13/14

# 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 Rubino Engineering, Inc.

Total Employees 10

| 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 |                  |
| Officials & Managers | 1               |             | 1             |       |          |                                  |                          |         |          |                                  |                  |
| Professionals        | 1               | 1           |               |       |          |                                  |                          |         |          |                                  |                  |
| Technicians          | 8               | 5           | 1             |       |          |                                  |                          |         |          |                                  |                  |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| Office & Clerical    | 2               | 1           | 1             |       |          |                                  |                          |         |          |                                  |                  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| Laborers             |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| TOTAL                |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| Management Trainees  |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |
| Apprentices          |                 |             |               |       |          |                                  |                          |         |          |                                  |                  |

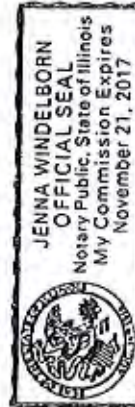
This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Michelle Lubinski being first duly sworn, deposes and says that he/she is the President (Title or Officer) of Rubino Engineering, Inc. and that the above EEO Report Information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 13th day of October, 2014.

10/13/14

(Date)

(Signature)



*Jenna Windelborn*

**ENGINEERING FEE**

**Proposed Fees**

Upon award of this Contract, Hancock Engineering will provide the Village of Oak Park with services outlined in the Village's Request For Proposal No. 14-117 and as described in our Proposal to facilitate a complete set of plans and bidding documents and to provide Construction Oversight for these improvements. Hancock Engineering proposes to complete this work according to the following fees:

| <b>Hancock Engineering Fee Breakdown for 2015 Alley Reconstruction Project</b>                                                                                                                                                                                                                                    |                         |                          |                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|----------------------------------|
| <b><u>Engineering Service</u></b>                                                                                                                                                                                                                                                                                 | <b><u>Task Cost</u></b> | <b><u>Phase Cost</u></b> | <b><u>Estimated Manhours</u></b> |
| Phase I Engineering Services                                                                                                                                                                                                                                                                                      | \$27,400.00             |                          |                                  |
| <ul style="list-style-type: none"> <li>Kick-Off Meeting with Village</li> <li>Topographic Survey</li> <li>Utility Coordination</li> <li>Compliance with Complete Streets</li> </ul>                                                                                                                               |                         |                          | 264 Manhours                     |
| Recognized Environmental Concerns                                                                                                                                                                                                                                                                                 | \$10,800.00             |                          | 10 Manhours                      |
| <b>Total Phase I Engineering:</b>                                                                                                                                                                                                                                                                                 |                         | <b>\$ 38,200.00</b>      | <b>274 Manhours</b>              |
| Phase II Engineering Services                                                                                                                                                                                                                                                                                     | \$91,100.00             |                          |                                  |
| <ul style="list-style-type: none"> <li>Preparation of Design and Base Sheets</li> <li>Preparation of PSI RFPs</li> <li>Acquisition of Permits</li> <li>Preparation of Contract Documents</li> <li>Attendance at Village Meetings</li> <li>Bidding Assistance</li> <li>Constant Coordination with Staff</li> </ul> |                         |                          | 1,061 Manhours                   |
| <b>Total Phase II Engineering:</b>                                                                                                                                                                                                                                                                                |                         | <b>\$ 91,100.00</b>      | <b>1,061 Manhours</b>            |
| Phase III Engineering Services                                                                                                                                                                                                                                                                                    | \$96,800.00             |                          |                                  |
| <ul style="list-style-type: none"> <li>Preconstruction Activities</li> <li>Notification of Residents</li> <li>Parking Impact Investigation</li> <li>CCDD Sign-Off</li> <li>Layout Verification</li> <li>Construction Observation</li> </ul>                                                                       |                         |                          | 1,505 Manhours                   |
| Materials Testing                                                                                                                                                                                                                                                                                                 | \$22,500.00             |                          | 8 Manhours                       |
| <b>Total Phase III Engineering:</b>                                                                                                                                                                                                                                                                               |                         | <b>\$ 119,300.00</b>     | <b>1,513 Manhours</b>            |
| <b>Total Engineering Fee:</b>                                                                                                                                                                                                                                                                                     | <b>\$ 248,600.00</b>    |                          | <b>2,848 Manhours</b>            |

Per the Village's request, we have broken out the costs of the following items:

| <b><u>Item</u></b>                                      | <b><u>Cost</u></b> |
|---------------------------------------------------------|--------------------|
| Preparing PESA for Identifying RECs                     | \$10,800.00        |
| Obtaining Topographic Information (North - South Alley) | \$ 1,552.00        |
| Obtaining Topographic Information (East - West Alley)   | \$ 820.00          |
| Materials Testing                                       | \$22,500.00        |
| Providing Two Cores and Summary for North-South Alleys  | \$150.00/Alley     |
| Providing Two Cores and Summary for East-West Alleys    | \$150.00/Alley     |

**ENGINEERING FEE**

**Hourly Rates**

| <b>PERSONNEL CLASSIFICATION</b> | <b>TOTAL BILLING RATE</b> |
|---------------------------------|---------------------------|
| ENGINEER –VI                    | <b>\$122.00</b>           |
| ENGINEER -V                     | <b>\$117.00</b>           |
| ENGINEER -IV                    | <b>\$107.00</b>           |
| ENGINEER -III                   | <b>\$102.00</b>           |
| ENGINEER -II                    | <b>\$ 82.00</b>           |
| ENGINEER -I                     | <b>\$ 72.00</b>           |
| CADD MANAGER                    | <b>\$102.00</b>           |
| CADD TECHNICIAN -II             | <b>\$ 92.00</b>           |
| CADD TECHNICIAN -I              | <b>\$ 87.00</b>           |
| ENGINEERING TECHNICIAN – V      | <b>\$ 102.00</b>          |
| ENGINEERING TECHNICIAN – IV     | <b>\$ 92.00</b>           |
| ENGINEERING TECHNICIAN – III    | <b>\$ 77.00</b>           |
| ENGINEERING TECHNICIAN – II     | <b>\$ 62.00</b>           |
| ENGINEERING TECHNICIAN – I      | <b>\$ 37.00</b>           |
| ADMINISTRATIVE                  | <b>\$ 62.00</b>           |

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

*If the Village seeks actual employee rates, we can provide these numbers at your request.*



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

**# 14-117: Professional Engineering Services for Design and Construction**

**Engineering (Phases I, II, and III) for**

**2015 Alley Improvements**

Issued September 25, 2014

Due October 16, 2014

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 October 16, 2014 at 4:00 PM to:

Village of Oak Park  
Engineering Division of the Public Works Department  
Attn: RFP Solicitation Number 14-117:  
Professional Engineering Services for Design and  
Construction Engineering (Phases I, II, and III)  
for 2015 Alley Improvements  
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 design and construction engineering for 2015 alley improvements. 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 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 response in a sealed envelope titled "RFP#14-117 Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements"* and three (3) hard copies of their compensation schedule in a sealed envelope titled *"RFP#14-117 Compensation Schedule for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements."*

All additional questions must be submitted via email to [mckenna@oak-park.us](mailto:mckenna@oak-park.us) no later than October 9, 2014. Responses will be provided to the known list of RFP recipients.

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

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

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

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

### **C. Consultant Notification**

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

### **D. Award of Agreement**

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

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

**E. Taxes Not Applicable**

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

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

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

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

**G. Competency of Consultant**

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

**H. Subletting of Contract**

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

the work for which they are listed.

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

**I. Compliance with Applicable Laws**

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

**J. Term of Agreement**

The initial agreement shall be on the earlier of November 3, 2014, or the last date signed by both parties, whichever is later, and shall continue for an initial (approximately) one year period until the completion of all work associated with the 2015 alley improvements. The Village of Oak Park may renew the agreement for two additional terms of approximately one year each for design and construction engineering services for 2016 alley improvements and 2017 alley improvements. Renewal agreements will need to be approved by the Village of Oak Park Board of Trustees.

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. The summary of costs shall be outlined on BCE 434 forms used by IDOT and include the work performed and corresponding hours, fees and out-of-pocket expenses. 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 manage the alley improvements. 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, 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 Consultant(s), and design and construction engineering services assuming that the Village will be issuing two construction contracts for the 2015 alley improvements:

|                                          |                  |
|------------------------------------------|------------------|
| Proposals due to Engineering Division    | Oct 16, 2014     |
| Proposals reviewed                       | Oct 17-20, 2014  |
| Interview with preferred Consultant(s)   | Oct 21-22, 2014  |
| Negotiation with preferred Consultant(s) | Oct. 23-24, 2014 |
| Recommend Agreement Approval             | Oct 24, 2014     |
| Agreement Approval                       | Nov 3, 2014      |
| Service start date                       | Nov. 10, 2014    |

|                                                                       |                |
|-----------------------------------------------------------------------|----------------|
| Complete Phase II Designs for 1 <sup>st</sup> Construction Contract   | March 4, 2015  |
| Begin Phase III Construction Engineering for 1 <sup>st</sup> Contract | April 13, 2015 |
| Complete Phase II Designs for 2 <sup>nd</sup> Construction Contract   | May 13, 2015   |
| Begin Phase III Construction Engineering for 2 <sup>nd</sup> Contract | June 22, 2015  |
| Complete Phase III Construction Engineering                           | Oct 2, 2015    |

## **R. Proposal Outline**

Proposals are requested to cover the basic services related to Phase I Preliminary Design, Phase II Design, and 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 on Page 11. 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.
- 2) A team organization chart indicating the staff and their areas of involvement stemming from the project engineer to each team member, if applicable.
- 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 the number of meetings anticipated, 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.

**S. Office Facilities**

The Village will provide the consultant with a field office for phase III complete with phone, fax, printer, and computer services at the Public Works facility located at 201 South Boulevard for the duration of the project. The hours of availability will be from 7:30 am to 5 PM Monday through Friday.

**T. Reference Materials**

Included with this RFP, the consultants will be provided with the following information:

- A. Map of preliminary locations for 2015 alley improvements
- B. Map of preliminary locations for topographic surveys
- C. Map of locations of where existing topographic surveys and design work has previously been completed (original CAD files and data will be supplied upon award)
- D. Topographic survey specifications
- E. Complete Streets Checklist
- F. Project plans, specifications, and bid tabulations for previous alley improvement projects
- G. Forms for compensation schedule for consulting services
- H. Project plan sheets and schedule of quantities for alleys already designed (CAD files will be provided upon award)

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

### **Project Background**

The Village of Oak Park is tentatively proposing a \$2,700,000.00 budget for 2015 alley improvements. These alley improvements are planned to be constructed under two separate construction projects of similar size to compress the construction schedule and provide greater flexibility in the design timeline and coordinating the alley projects with other construction projects within the Village. This total project budget amount of \$2,700,000 includes all phases of design, construction, and construction engineering (Phases 1-3). Design and construction costs will be funded through general capital improvement funds. The \$2,700,000 budget is tentatively proposed for the 2016 and 2017 alley improvement budget as well, but the 2016 and 2017 improvements will also utilize HUD Community Development Block Grant (CDBG) funds at a level of approximately \$100,000 per year to bring the 2016 and 2017 budget to approximately \$2,800,000 each year.

### **Scope of Services**

#### **Phase I Engineering:**

1. Coordinate and attend project kickoff meeting with Village of Oak Park Engineering Division to review project design, details, standards, and develop understanding of the alley improvement projects.
2. Prepare topographic surveys of the proposed alley locations as shown on Attachment B. Surveys shall be prepared meeting the minimum requirements of the attached survey specifications shown in Attachment D. Locations for topographic surveys shown on Attachment B are preliminary and subject to change. Final locations will be provided prior to starting survey work. The Village shall provide topographic surveys for those alleys shown on Attachment C.
3. Initiate utility and key stakeholder coordination (business districts, schools, Park District, etc).
4. Review project sites for compliance with Village's complete streets policy and submit Complete Streets Checklist for each project site (Attachment E).
5. Review all project sites for recognized environmental concerns (REC). Environmental review shall conform substantially to chapter 20 of IDOT's BLR Manual. Environmental reports already completed are included in Attachment G.

#### **Phase II Engineering:**

1. Prepare detailed plans and specifications meeting Oak Park and MWRD requirements. Plans shall be prepared at 1:20 scale and profiles at 1:5 scale.
2. Prepare requests for proposals for preliminary site investigation (PSI) for areas of RECs identified in phase 1. The Village shall solicit proposals and pay for PSI separately. Consultant shall provide oversight and review PSI and determine contract pay items and quantities to address any identified contaminated soils.
3. Consultant shall submit and obtain MWRD permits for proposed project.

4. Submit draft permits and design specifications to IEPA for IGIG alleys according to schedule as shown in Attachment E.
5. Submit 75% and 90% contract plans and specifications for review.
6. Develop cost estimates for both projects
7. Prepare contract bidding documents for both projects for bidding by the Village of Oak Park. The first construction contract is tentatively scheduled for a March 2015 letting and the second construction contract is tentatively scheduled for a May 2015 letting.
8. Prepare bid tabulations
9. Submit copies of project plans and specifications and CAD design files for both projects to the Village of Oak Park

Phase III Engineering:

1. Schedule, lead, and prepare minutes for pre-construction meeting.
2. Coordinate loss of parking impact with Village of Oak Park Parking Services Department and prepare parking passes for distribution.
3. Draft and prepare construction notification letters, agreements for private property driveway apron replacement, parking passes, and stuff envelopes supplied by the Village for mailing by the Village of Oak Park.
4. Prepare CCDD forms for project sites
5. Environmental oversight, if required, shall be paid for separately by the Village of Oak Park.
6. Provide contact person and phone number to respond to resident inquiries and complaints
7. Provide 24 hour emergency contact information
8. Provide material testing services for concrete. There shall be a minimum of three sets of cylinders taken for a north-south alley and a minimum of two sets for an east-west alley segment.
9. Verify contractor's construction staking and layout for accuracy and conformance with contract plans.
10. Provide construction inspection with a full time resident engineer (RE) and inspector.
11. Maintain a project diary and daily inspection log.
12. Submit monthly pay estimates.
13. Coordinate construction with various utilities and MWRD
14. Provide weekly construction updates to Oak Park
15. Follow IDOT documentation procedures
16. Close out project with final punch list, final payment with agreed upon quantity with the Contractor, provide as-built drawings in CAD and pdf formats, close all permits, and 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 2014. The following abbreviations shown are examples of position classifications:

RE -Resident Engineer

CE - Civil Engineer

T- Technician

S- Secretary

#### Deliverable Expectation Document

The Consultant shall submit a Deliverable Expectation Document (DED) with their proposal. The DED will present pertinent information (e.g., deliverable description, applicable industry standards, acceptance criteria and schedule) specifying the expectations of a deliverable. The DED will be reviewed and approved by the Village to ensure agreed-upon expectations are clearly defined before the deliverable is actually developed.

### Section III. Compensation Schedule

Please complete all forms and submit the information requested on the following pages and submit and three (3) hard copies of the compensation schedule in a sealed envelope titled "RFP#14-117 Compensation Schedule for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements."

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

The Consultant shall identify the cost of for each phase of the project (I, II, and III) and shall further identify the cost for major items for each phase in order to facilitate price escalations for potential renewals of the agreement including, but not limited to :

- Cost per each for preparing topographic surveys per each for north-south alleys and for east-west alleys
- Cost for preparing PESA for identifying RECs
- Material Testing

Additional Note: Also please 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. Teleconferencing is an acceptable option.



## RESPONDENT CERTIFICATION

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

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

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

\_\_\_\_\_,

TYPE NAME OF SIGNEE

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

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

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

Dated \_\_\_\_\_

(Seal - If Corporation)

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

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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 Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
(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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**Minority Business and Women Business Enterprises Requirements**

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

**Reporting Requirements**

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



**Attachment III.**

**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

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

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

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

**B. Sole Proprietor:**

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

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

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

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

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

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

\_\_\_\_\_  
Signature of Owner



Attachment IV.      **Compliance Affidavit**

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

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

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

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

Printed Name\_\_\_\_\_

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

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

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

(Number, Street, Suite #)

(City, State & Zip)

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

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

## M/W/DBE STATUS AND EEO REPORT

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

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned,

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

- ☐ managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

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

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

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

\_\_\_\_\_ Number of part-time employees

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

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

Date: \_\_\_\_\_



### EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

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

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

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Name of Person Making Affidavit) (Title or Officer)  
of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
( 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 #14-117  
Project Name: Professional Engineering Services for Design and Construction Engineering  
(Phases I, II, and III) for 2015 Alley Improvements  
Date Issued: September 25, 2014

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Comments:



## Attachment VI.

## AGREEMENT

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and \_\_\_\_\_ (hereinafter referred to as the "Consultant").

### RECITALS

**WHEREAS**, the Village intends to have professional engineering services performed by the Consultant to provide design and construction engineering for alleys scheduled for improvements pursuant to the Village's Request for Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements dated September 25, 2014, attached hereto and incorporated herein (hereinafter referred to as the "Project").

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

#### **1. SERVICES OF THE CONSULTANT.**

1.1. The Project consists of professional engineering services, as more completely described in the Consultant's "Proposal for Professional Engineering Services for Design and Construction Engineering (Phases I, II, and III) for 2015 Alley Improvements" dated \_\_\_\_\_, attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing design and construction engineering services for alley improvements as described in the Scope of Services section of the Project. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

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

1.3. In case of a conflict between provisions of the Consultant's Services and this Agreement, this Agreement shall control to the extent of such conflict.

#### **2. COMPENSATION FOR SERVICES.**

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

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

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

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

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

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

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

### **3. TERMINATION.**

3.1. 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 (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

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

### **4. INDEMNIFICATION.**

4.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless, and defend the Village against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its subconsultants or their respective employees.

### **5. INSURANCE.**

5.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits

set forth in this Section 5. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least B+9, 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 shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, employees, attorneys and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

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

(C) **Workers' Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under Worker's Compensation statute, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

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

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

|                           |                |
|---------------------------|----------------|
| Each Occurrence/Aggregate | \$5,000,000.00 |
|---------------------------|----------------|
- (F) The Village, its officers, employees, and volunteers shall be named as an additional insured on all insurance policies identified herein except Worker's Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

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

5.4. The Consultant understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

## **6. SUCCESSORS AND ASSIGNS.**

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

## **7. FORCE MAJEURE.**

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

## **8. AMENDMENTS AND MODIFICATIONS.**

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

## **9. STANDARD OF CARE.**

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

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

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

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

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

9.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors',

performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **10. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

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

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

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

## **11. SAVINGS CLAUSE.**

11.1. 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.

## **12. NON-WAIVER OF RIGHTS.**

12.1. 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.

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

## **13. THE VILLAGE'S REMEDIES.**

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

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

13.1.2. 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;

13.1.3. 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;

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

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

#### **14. NO COLLUSION.**

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

#### **15. ENTIRE AGREEMENT.**

15.1. 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.

#### **16. GOVERNING LAW.**

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

**17. NOTICE.**

17.1. 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 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 Engineer  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302  
Fax: (708) 434-1600

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_

17.2. 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.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile 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 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.

**18. BINDING AUTHORITY.**

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

**19. HEADINGS AND TITLES.**

19.1. 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.

**20. COUNTERPARTS.**

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

**21. EFFECTIVE DATE.**

21.1. 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.

**22. AUTHORIZATIONS.**

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

**23. EQUAL OPPORTUNITY EMPLOYER.**

23.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

**VILLAGE OF OAK PARK**

\_\_\_\_\_

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **ADDENDUM NO.1**

September 29, 2014

RFP #14-117: Professional Engineering Services for  
Design and Construction Engineering (Phases I, II, and III) for  
2015 Alley Improvement  
Village of Oak Park

This addendum forms a part of the Request for Proposal Documents and amends the original documents dated September 25, 2014. 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.

### **Revise Section I part T: Reference Materials to include the following:**

Attachment I: PESA summary and PSI for alleys 178, 178-N, 622-S, and 507 is included from 2014 alley improvements. PSI results for alleys 178, 178-N, and 622-S found no contamination. These are for reference purposes only.

### **Revise Section II Scope of Service as follows:**

#### **Phase I Engineering:**

Replace item 4 with the following: Review project sites for compliance with the Village's Complete Streets policy and submit a Complete Streets Checklist for each construction contract (Attachment E). A revised Attachment E is provided. A Complete Street form does not need to be completed for each project site unless that project site is not a typical alley but features pedestrian or bicycle amenities that go beyond the typical ADA ramps at alley returns. Since bicycles and pedestrians are not the intended users of a typical alley many of the fields in the checklist can be listed as N/A. For a typical alley the only pedestrian or bike amenities that need to be calculated are the costs for curb ramps at the alley returns. The Consultant does not need to review the Village's existing planning documents (Bike, Comprehensive Plan, & Businesses and Neighborhood Plans) for consistency with the alley improvements.

Replace item 5 with the following: The Consultant shall review all proposed alley locations for recognized environmental concerns RECs. Environmental review shall conform substantially to chapter 20 of IDOT's BLR Manual. The Consultant shall determine the recommended number and locations for soil borings as part of the environmental review. Previous environmental reports are included for reference purposes only as Attachment I and the locations of the previously performed soil borings shall be reviewed by the Consultant for their appropriateness in relation to RECs.

#### **Phase II Engineering:**

Replace item 2 with the following: The Village shall prepare and solicit proposals for preliminary site investigations (PSI) based on the recommendations from the Consultant for number and locations of borings and the results of the Consultant's PESA performed in

phase 1. The Village will pay for the PSI separately. Consultant shall provide any additional engineering oversight during the PSI work and review the PSI and determine contract pay items and quantities to address any identified contaminated soils.

Revise item 3 to include the following: Alleys scheduled for improvement under this, and future contracts, have not been placed on MWRD's Existing Development Plans List and permits shall be processed under the MWRD's current Cook County Watershed Management Ordinance.

Remove Item4. There are no IGIG green alleys on this contract. Alley pavements are PCC. The Village intends on adopting a policy where if homeowners want a green alley they will pay the increased cost to design and construct the green alley through a special service area (SSA) tax. All of the additional engineering associated with these would be handled and billed separately as additional services with the Consultant using the submitted rates plus additional fixed costs which are not part of this proposal.

#### Phase II Engineering:

Replace item 10 with the following: Provide construction inspection with a full time inspector(s) and provide a resident engineer (RE) for the two construction projects.

## **ADDENDUM NO.2**

October 08, 2014

RFP #14-117: Professional Engineering Services for  
Design and Construction Engineering (Phases I, II, and III) for  
2015 Alley Improvement  
Village of Oak Park

This addendum forms a part of the Request for Proposal Documents and amends the original documents dated September 25, 2014. 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.

### **Revise Section II Scope of Service as follows:**

#### **Phase I Engineering:**

Include Item #6 as follows: Provide pavement core sampling for alleys scheduled for replacement (Reference Attachment A). Pavement core sampling shall be done at the rate of 2 cores per north-south alley and 2 cores per east-west alley segment. The Consultant shall identify the cost of core sampling per alley segment separately in order to facilitate price escalations for potential renewals of the agreement.

#### **Clarifications:**

##### **Reference Attachment D. Topographic Survey Specification:**

The attached specification is for reference purposes only. The specification was used originally by the Village for contracting surveying services and was the specification used for the already completed surveys which will be provided by the Village to the Consultant (see Attachment C). The Consultant shall use these as the minimum standards for topographic surveys. The Consultant shall generate centerline profiles in addition to the requirements listed in the specifications. The CAD format of the survey and design files shall be the current version of either Microstation v8i or AutoCad.

##### **Attachment VI Agreement:**

The Professional Services Agreement included as Attachment VI at the end of the RFP is for reference purposes only. This is the sample agreement that will be executed upon award of a contract by the Village Board. It does not need to be filled out or returned with the proposal.