



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

**Professional Engineering Services for  
Construction Engineering (Phase III)  
for the 2020 Green Alley Improvements Project**

Issued January 30, 2020

Due February 20, 2020

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 February 20, 2020 at 4:00 PM to:

Village of Oak Park  
Engineering Division of the Public Works Department  
Attn: RFP for Professional Engineering Services for  
Construction Engineering (Phase III)  
for the Green Alley Improvements Project  
201 South Blvd  
Oak Park, IL 60302

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## **Section I. General Requirements**

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

The Village requests the services of a qualified Consultant for the purpose of providing professional engineering services for construction engineering for the 2020 Green Alley Improvements Project in Oak Park which utilizes a combination of local funds, MWRD green-infrastructure partnership funding, as well as HUD Community Development Block Grant (CDBG) funding. There are 10 alley segments proposed to be constructed on this contract of which 4 are green-infiltration alleys and 6 are traditional concrete alleys. The phase III construction engineering contract will be locally funded and awarded by the Village of Oak Park.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Office of the Village Engineer, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall *provide three (3) hard copies of their proposal in a sealed envelope titled "Professional Engineering Services for Construction Engineering (Phase III) for the 2020 Green alley Improvements Project" and three (3) hard copies of their compensation schedule in a separate sealed envelope titled "Compensation Schedule for Construction Engineering (Phase III) for the 2020 Green alley Improvements Project."* Include project manager's email address on the proposal.

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

All questions must be submitted via email to [bkutz@oak-park.us](mailto:bkutz@oak-park.us) no later than February 13, 2020 by noon. Responses will be provided to the known list of RFP recipients.

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

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

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

### **C. Consultant Notification**

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

**D. Award of Agreement**

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

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

**E. Taxes Not Applicable**

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

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

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

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

**G. Competency of Consultant**

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

**H. Subletting of Contract**

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each consultant shall submit with their proposal a list of subcontractors and/or sub-consultants who would be called upon to perform the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub-consultant

has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

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

**I. Compliance with Applicable Laws**

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

**J. Term of Agreement**

The initial agreement shall be on the earlier of March 16, 2020, or the last date signed by both parties, and shall continue until the completion of all work associated with the Green Alley Improvements Project.

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

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

**K. Payments**

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. Total

payments for each Phase shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

**L. Termination of Contract**

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

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

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

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

**N. Confidentiality**

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

**O. Insurance Requirements**

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Consultant shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Consultant shall secure the following endorsements to each of the required policies: "It is understood and agreed that the

insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) **Commercial General Liability:**

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

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

(b) **Professional Liability:**

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

(c) **Workers' Compensation:**

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

(d) **Comprehensive Automobile Liability:**

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

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

- i. Limits:

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

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

**P. Hold Harmless and Indemnity**

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

**Q. Tentative Schedule**

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

Proposals Issued	Jan 30, 2020
Questions due by	Feb 13, 2020
Proposals due to Engineering Division	Feb 20, 2020
Consultant Interviews	Feb 25-27, 2020
Recommend Agreement Approval	Feb 28, 2020
Village Board Mtg. for Agreement Approval	March 16, 2020
Start Services	April 1, 2020
Construction	Approx. April 13 – July 15
Project Closeout	August 15, 2020

**R. Proposal Outline**

Proposals are requested to cover the basic services related to Phase III Construction Engineering in accordance with the standards set forth by the Illinois Department of Transportation and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those



additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information:

- 1) A brief description of the consultant's capabilities, strengths and relevant experience for managing traditional alley and green alley construction in communities similar in character to Oak Park.
- 2) A team organization chart indicating the staff and their areas of involvement stemming from the project engineer to each team member, if applicable. The Consultant shall describe the anticipated responsibilities of the Resident Engineer(s) and inspector(s) on the project.
- 3) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project. Include the percentage of hours per week that each staff member will dedicate to this project. Provide email addresses of all staff on organizational chart.
- 4) List other contracts awarded to consultant most comparable to the work described in the scope of services. Please provide contact name, address and telephone number. Also, provide contract cost and cost of Engineering associated with each project.
- 5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.
- 6) A schedule of hourly salary rates for each job classification and any overhead factors.
- 7) Any objections to any terms of the request for proposal.
- 8) A detailed summary of the Consultant's Project Understanding and Approach for the scope of work which shall include, tasks performed by the Consultant, tasks performed by the Village, etc.
- 9) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity.
- 10) A summary of the Consultant's understanding of the communication and outreach required in Oak Park and examples from similar projects.

## **T. Reference Materials**

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

<https://www.dropbox.com/sh/f6bt789fdigo6go/AACupK7F4u6WB-KEVBQrgsIXa?dl=0>

- A. In-Progress Plan-Sets (95%)
- B. In-Progress Contract Book & Specifications (95%) upon request
- C. Cost estimate (95%)
- D. Intergovernmental agreement (IGA) between the Village of Oak Park and MWRD for the Green Alleys
- E. MWRD IGA reimbursement request package
- F. Template of quarterly CDBG report (consultant fills out narrative and project financial information)

## Section II. Scope of Services

### Project Background

The Village of Oak Park has a budget of \$1,263,000 for 2020 alley improvements utilizing a combination of local funds, MWRD green-infrastructure partnership funding, as well as HUD Community Development Block Grant (CDBG) funding. There are 10 alley segments proposed to be constructed on this contract of which 4 are green-infiltration alleys and 6 are traditional concrete alleys. A note has been added in the specifications that states the village reserves the right to reduce the project by eliminating an alley in order to meet the budget in the case that the alley bid exceeds the budget. The final Engineering plans are being prepared by Hancock Engineering and expected to be issued to contractors on February 13<sup>th</sup>, bid opening on February 27<sup>th</sup>, and tentative contract award on March 16<sup>th</sup>. As final engineering is still in-progress, the village will distribute addendum to all registered plan holders notifying of any changes. The Village of Oak Park applied for a green-infrastructure partnership with MWRD in 2018, was selected to receive \$475,000 to be used for this project and entered into an intergovernmental agreement with the district in 2019. The Village is also utilizing \$300,000 of CDBG funding for alleys that are within boundaries of areas that meet the qualifications.

In general this project requires significant coordination with residents throughout the duration of each alley construction, more detailed information regarding this is emphasized in the Scope of Services section.

The inspector shall have a minimum of five years experience as the lead construction-inspector on similar sized projects and at least one alley construction contract in a similar community.

Generally for alley professional engineering services the village historically has combined the services in a phase I-III package. As this engineering contract is for construction engineering services only, this construction engineering contract would not be eligible for renewal and it would be the preference of the village to issue a separate RFP for phase I-III services next year as needed.

### Scope of Services

#### Phase III Engineering:

1. Provide project oversight by a resident engineer (RE) and full-time construction inspection with an inspector. Field staff assigned to project shall be capable of effectively communicating with the residents and stakeholders affected by the project, and are able to effectively communicate with the Contractor to protect the interests of the Village. Provide a description of the anticipated oversight by the inspector and role of the RE for this project (part time vs. full time, mix of part time/full time, etc. by showing percentage of weekly hours in the organizational chart each staff member will dedicate to this project).

2. Construction Observation:

- a. Provide 24-hour emergency contact information, provide contact person and phone number to respond to resident and business inquiries and complaints. Inquiries and complaints received by public works staff will be forwarded for the consultant to respond. The contact information will also be displayed online on the Village's GIS CIP story-map page.
- b. The consultant team shall be proficient in alley construction similar in character to the proposed work in order to make small design-changes in the field as issues arise. The design-engineering contract contained some extra hours to respond to RFI's for any questions directly related to the intent of the design.
- c. Maintain a project diary and daily inspection log.
- d. Collect and review all material tickets on a daily basis.
- e. Inspect all construction warning-signs and devices.
- f. Organize and lead any project meetings required, as well as organize a bi-weekly meeting with village staff. Agenda and minutes shall be prepared by the consultant for any formal meetings.
- g. Consultant shall review all extras and change-orders and give a recommendation to the Village.
- h. Inspect traffic control
- i. Project ID signs are erected at each project location. These signs shall have a water-proof repositionable vinyl "sticker" added to each sign indicating a construction completion month. The consultant shall alert the contractor if the schedule "sticker" needs to be updated at any given project location.
- j. The consultant team shall maintain daily oversight of the contractor's 'two week look ahead schedule' to ensure sequencing of the work accounts for all subsequent payitems.
- k. The Consultant shall oversee proof rolling of subgrade prior to pavement construction. The Consultant shall be responsible for determining areas of unsuitable soil replacement. The Consultant shall provide estimated contract quantities for unsuitable soil removal and replacement of subbase materials based on their evaluation of existing pavements and with recommendations from the Village. Any additional geotechnical testing required due to unsuitable soils shall be outside of this contract.
- l. Verify contractor's construction staking and layout for accuracy and conformance with contract plans, and intent of the project.

3. Pre-construction meeting:

- a. Review plans and specifications with assigned field-staff prior to pre-construction meeting.
- b. Schedule, lead, and prepare minutes for pre-construction meeting.

- i. Notify IDOT, MWRD & utility agencies of time and place of meeting.
    - ii. Notify affected Village Departments/Divisions, including police and fire, and any impacted schools or park districts, coordinating any major items or issues prior to the pre-construction meeting. Notify the village's CDBG grants coordinator as they need to attend the preconstruction meeting.
  - c. The consultant shall review and approve any required shop-drawings in advance of the contractor ordering any material.
4. Construction Documentation:
- a. Keep track of all quantities related to each pay item, tracking the current projected-total at all times and notify the Village in advance if the contract amount will be exceeded.
  - b. Perform yield checks on all materials, and depth-checks as required.
  - c. Material testing shall be included in the consultant's scope. The consultant shall work with an IDOT prequalified materials testing subconsultant to provide QA materials testing for these improvements. Each alley will not be allowed to be opened for traffic until design strength of concrete has been achieved. 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.
  - d. Establish and maintain schedule for progress payments.
  - e. Submit monthly pay estimates. Develop and verify payment requests. Consultant shall collect and review all waivers, affidavits, and certified payrolls prior to recommending payment to the Village.
  - f. Assure all documentation substantially follows IDOT standards as well as meeting all reporting and documentation requirements required for the MWRD and CDBG grants.
    - i. The CDBG grant requires quarterly reports and a final report to be filled out by the consultant. The consultant shall also coordinate with the village's grant coordinator throughout the project to ensure that they have all required information. Original waivers and payrolls are required by the village's grant coordinator prior to a pay-estimate being processed for the CDBG funds.
    - ii. Confirm that all requirements are being met as relates to the MWRD grant funding and the required contractor reporting requirements .
  - g. Records do not need to be in ICORS, the consultant shall maintain an IDR book, and a Quantities book.

5. Coordination:

- a. Coordinate and attend a pre-construction meeting with all affected schools if any. Follow up and coordinate with the School Administration throughout the duration of the project as necessary.
- b. Coordinate businesses and Business districts needs with the Village's Business Service manager.
- c. Coordinate with Village staff for adjacent CIP projects in terms of parking and overall impacts to residents and businesses.
- d. Coordinate projects with all stakeholders within the project limits. As alley construction is directly adjacent to the backyards of many private properties, there is often coordination beforehand to explain the work to some residents as well as numerous punchlist meetings with some residents following construction in order to remediate any damage to private property. Often times during alley construction there are instances in which the resident is having private work performed at the rear of their lot such as garage reconstruction, which would require coordination with the residents(s).
- e. Coordinate sidewalk outage and access with all businesses, schools, churches, and residents. Construction staging is important and the consultant shall keep track of pedestrian accessibility routes during construction for each project site with 1 side of the sidewalk open at all times, and generally maximum of two ADA corners closed at a time in any given intersection. The consultant shall refer to the Village's Safe Routes to School map when ensuring accessibility throughout the projects is maintained. Depending on the size and needs of each site this may require the consultant creating a sketch sequencing the ADA corners, to be provided to the Contractor.
- f. Notify and coordinate work with the utility companies, MWRD, Village Water-Sewer division, Streets division, Environmental Services and Street Lighting division. MWRD-inspector will need to be notified and onsite for any sewer connections.
- g. Coordinate loss of trash collection services with the Village's Environmental Services division. Generally for residential alleys the residents are instructed to relocate their totes to the street frontage at the front of their home, and village staff coordinates with private haulers for commercial and apartment dumpsters to be relocated to adjacent side-streets. The apartment and commercial properties will need to be coordinated with so that they are aware of the relocated location of their dumpster. A refuse assistance payitem has been added to the construction plans so that the contractor will assist with dumpster relocation but still requires consultant coordination to ensure all residential totes and private dumpsters have been removed or relocated.

- h. Provide weekly construction updates to Oak Park for inclusion in the published Weekly Manager's report, as well as providing information needed on the project page of the Village's online GIS CIP story map page (to be entered by others).
- i. Special event requests to the Village (e.g. 5k's, festivals, etc.) will be forwarded to the consultant to determine any impacts caused by this project and will alert staff of any impacts. The consultant will help coordinate the schedule of work to accommodate any special-events and mitigate the impacts, and may have to meet with race or festival organizers as needed. At times there can be several new special-event requests per week.
- j. Resident parkway sprinklers at the alley-returns may be damaged during the work. The consultant shall coordinate repair of the sprinklers with the resident. In the case that the contractor will not accept damage of the sprinklers, the consultant is to coordinate with the residents to fill out ROW encroachment agreements at which then the Village will reimburse the damage.
- k. Coordinate loss of parking impacts with Village of Oak Park Parking Services department and prepare parking passes for distribution, which are generally distributed with the construction letters to residents. The Village will forward any requests from residents in need of parking passes during the work to the consultant, whom will coordinate with them and deliver or drop off passes as needed. Consultants usually keep extra parking passes for each alley in the car so that they are easily available throughout the day for any calls.
- l. Draft and prepare construction notification letters with Village supplied parking passes in pdf form when necessary and stuff envelopes supplied by the Village for mailing by the Village of Oak Park. Generally letters are mailed on a rolling-schedule minimum of 2 weeks in advance of alley construction commencing for each alley.
- m. Residents and businesses adjacent to each alley shall be notified by a door-hangar notice 72 hours in advance of each alley closure by the contractor, but the consultant shall review their notices and ensure the notification process was completed. The contractor is also responsible for distributing notification within 24 hours of re-opening each alley, but the consultant shall review their notices and ensure the notification process was completed.
  - i. Often times there is much coordination between residents and the consultant regarding access to their driveways, sometimes residents vehicles are not removed before the alley is closed and the consultant shall work with the contractor to try and mediate in order to find a solution.

- n. The village offers the opportunity for homeowners to have their driveway apron replaced as part of this project by participating in the village's Garage Apron Replacement Program (GARP). This allows residents (whose aprons aren't included in the project for grading or drainage reasons) to utilize the contract cost to have their apron replaced at 100% their cost. The consultant shall meet with each interested resident (once sometimes twice) in order to measure the work, have them sign the GARP form, and receive the payment which will be delivered to the village within a day. Last year there were 51 residents that participated in the program for a total cost of \$35,000. The consultant shall create a spreadsheet to track this information. This work is typically limited to aprons or parking-pads directly adjacent to the alley.
- o. The village's IT and Engineering divisions are currently coordinating the scope and locations of a fiber optic ring to be installed around the village this summer. In the case that the location of the fiber-optics route goes through an alley under construction it shall be required for the consultant to coordinate between both contractors as required.
- p. Coordination with adjacent developments. At this point there are two main developments anticipated adjacent to alley construction:
  - i. Just south of alley 565 there will be a mixed-use development being constructed at the southwest corner of Oak Park and Van Buren.
  - ii. Just east of alley 562 on Madison St between Euclid Ave and Wesley Ave there is a proposed senior-living development which may have advance-work this year.
- q. The consultant shall perform general coordination related to soil testing certifications forms to help ensure all proper documentation is being provided to the contractor in order to receive dump approvals. The status of documentation for each alley is specified in Item 72 in the specifications. Any other required professional environmental services are outside of this scope.
- r. As a historical relic the Village has been specifying to have porcelain stop-tiles installed on the ends of each alley (see plans and details). As the stop-tiles have an extensive lead-time, the village has already contracted with a vendor to supply these. During construction generally the stop-tiles are either a) stored in Public Works and the inspector picks up a few at a time or b) the inspector keeps them in his/her office and delivers them to the site as needed. Prior to installation the tiles are very fragile and must be protected.
- s. Cloud-based spreadsheet for tracking resident-inquiries and outstanding-items throughout the duration of the project which will be shared with the village to view (the village has a drop-box account). The information should be updated on a daily basis. In the case that the consultant has a preferred cloud-based



platform other than drop-box such as air-table or head-light please state the specific software on the proposal; if the software requires subscription fees this should be included in the cost of the work throughout the duration of the project to ensure the village has constant access.

6. Construction project closeout:

- a. Verify final measurements/quantities with Contractor.
- b. Develop a rolling-punch list and verify satisfactory completion as each alley is completed. A rolling-punch list helps reduce resident inquiries as in the past with one final punchlist at the conclusion of the project there were complaints due to unfinished work not being remediated for months.
- c. Provide final project accounting/documentation.
- d. Close all permits such as MWRD sewer permit and IEPA-N.O.T. (MWRD permit will require multiple visits to the site with the MWRD-inspector).
- e. The consultant shall lead the effort for closing out the MWRD grant including filling out all reimbursement forms and other documentation required.
- f. Coordinate with the village's grant coordinator to confirm that all required CDBG documentation is received in order to close the project such as the final report and all original waivers and payrolls.
- g. Consultant shall review final quantities with the contractor and present an agreed upon final-estimate to the Village for processing.
- h. Close out project, and submit all paperwork as required. Submit job box to the Village of Oak Park.
- i. Process final payment.
- j. Provide as-built drawings in Electronic format (pdf, cad, and GIS files). As-built drawings shall include final locations of sidewalk and curb replacement, paving limits, as-built cross-sections indicating existing and constructed pavement section.
- k. Owner's walk-through: At the conclusion of the project the consultant shall lead a 'walk-through' of all alley locations with village staff.

### 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 2020. The following abbreviations shown are examples of position classifications:

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

### Section III. Compensation Estimate Schedule

Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule in a sealed envelope titled *“Compensation Schedule for Construction Engineering (Phase III) for the 2020 Green alley Improvements Project.”*

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

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

## **Section IV. Proposal Evaluation**

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

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



## RESPONDENT CERTIFICATION

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

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

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

\_\_\_\_\_,

TYPE NAME OF SIGNEE

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

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

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

Dated \_\_\_\_\_

(Seal - If Corporation)

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

By \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**(Fill Out Applicable Paragraph Below)**

(a) Corporation

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

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

\_\_\_\_\_.

The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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

(b) Partnership

Name, signature, and addresses of all Partner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is \_\_\_\_\_.

If the Respondent is operating under a trade name said trade name is \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

Signed \_\_\_\_\_  
Sole Proprietor



Attachment I.

**RESPONDENT CERTIFICATION**

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

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

By: \_\_\_\_\_  
(Authorized Agent of Respondent)

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(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 \_\_\_\_\_, 2020.

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

- Notary Public Seal -



**Minority Business and Women Business Enterprises Requirements**

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

**Reporting Requirements**

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



**Attachment III.**

**ORGANIZATION OF BIDDING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Consultant is a corporation, legally named \_\_\_\_\_ 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 \_\_\_\_\_, 2020.

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

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

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

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

2. Check here if your firm is:

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

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

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

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

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

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

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

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

**EEO REPORT**

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

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

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

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

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

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

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

be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**Attachment V.**

**No Proposal Explanation**

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

Project Name: Professional Engineering Services for Construction Engineering (Phase III)  
for the Green Alley Improvements Project

Date Issued: January 30, 2020

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Comments:



## **ADDENDUM NO.1**

February 19, 2020  
RFP for Professional Engineering Services for  
Construction Engineering (Phase III)  
For the 2020 Green Alley Improvements Project  
Village of Oak Park

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated January 30, 2020. The addendum is being issued to provide supplemental information and responses to any questions asked by various consultants. 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.

### **Final Plans and Specifications**

The final plans and specifications are now available in the drop-box link below.  
<https://www.dropbox.com/sh/f6bt789fdigo6go/AACupK7F4u6WB-KEVBQrgslXa?dl=0>

### **Due Date of Proposals**

Due to the timing of the final plans and specifications, the due date for this proposal has been extended to 10:00AM on Monday, February 24, 2020. The place-holder dates for interview time-slots is unchanged.

### **Contractor Clarification 1**

Attached to this Addendum is a copy of Clarification-1 which was sent to contractors revising the start-date for the construction of the alleys due to revised board-meeting dates. The construction engineering was also anticipated to be presented at the March 16<sup>th</sup>, 2020 board-meeting but now will be presented at the April 6<sup>th</sup> meeting concurrently with the construction contract.

## CLARIFICATION NO. 1

2020 Green Alley Improvements

Village of Oak Park

February 19, 2020

Dear Bidders:

The following will comprise **Clarification No. 1** for the referenced project:

- *At a recent Village Board Meeting it was determined that the March 16<sup>th</sup> Village Board Meeting will be cancelled. Therefore, this construction Contract will be introduced to the Board of Trustees for approval at the April 6<sup>th</sup> Meeting.*

*Considering this new meeting schedule and the Village's policy of providing two weeks advanced notice to residents within the alleyway, the soonest construction will be permitted to start is **April 22, 2020**.*

*The project completion date will not change. It is expected that substantial completion of this project be completed by July 15<sup>th</sup>, 2020.*

*The interim schedule will be revised to the following:*

<u>Alley</u>	<u>Approximate Sewer Commencement</u>	<u>Approximate Earth Excavation Start</u>	<u>Final Completion Including Punchlist Deadline</u>
200	April 22	April 27	<b>June 5<sup>th</sup></b>
425	April 29	May 1	<b>June 5<sup>th</sup></b>
425-E	N/A	May 6	<b>June 5<sup>th</sup></b>
340	N/A	May 11	<b>June 25<sup>th</sup></b>
135	N/A	May 17	<b>June 25<sup>th</sup></b>
562	May 4	May 24	<b>June 25<sup>th</sup></b>
562-N	N/A	May 31	<b>June 25<sup>th</sup></b>
565	May 8	June 1	<b>July 15<sup>th</sup></b>
668	May 14	June 10	<b>July 15<sup>th</sup></b>
668-N	May 16	June 15	<b>July 15<sup>th</sup></b>

There is no need to submit this clarification with the bid.