REQUEST FOR PROPOSALS (RFP)

Professional Engineering Services for

Construction Engineering for the

17-2 Resurfacing of Various Streets project

Issued June 12, 2017

Due June 27, 2017

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 June 27, 2017 at 10:00 AM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Engineering Services
for Construction Engineering
for the 17-2 Resurfacing of Various Streets 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 locally funded project 17-2 Resurfacing of Various Streets project. 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 until 10am on June 27, 2017, 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 "Proposal for Professional Engineering Services for Construction Engineering for the 17-2 Resurfacing of Various Streets project"* and three (3) hard copies of their compensation schedule in a sealed envelope titled *"Compensation Schedule for Professional Engineering Services for Construction Engineering for the 17-2 Resurfacing of Various Streets project." It is the responsibility of the consultant to notify the Village their intent of submitting a proposal so that they are on the plan-holder list in case of addenda being issued.*

All additional questions must be submitted via email to bkutz@oak-park.us no later than noon on June 23, 2017. 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: Byron Kutz, Assistant Village Engineer, at bkutz@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 July 17, 2017, or the last date signed by both parties, whichever is later, and shall continue until the completion of all work associated with the construction engineering for the 17-2 Resurfacing of Various Streets 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. 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 construction engineering services for the 17-2 Resurfacing of Various Streets project:

VOP issues 17-2 Resurfacing plans for bid	June 22nd, 2017
Questions due at noon by	June 23rd, 2017
Proposals due to Engineering Division by 10am	June 27th, 2017
Proposals reviewed	June27th to June28th
Interview with preferred Consultant(s)	June 29th
Negotiation with preferred Consultant(s)	June 30th
Recommend Agreement Approval	June 30th
Agreement Approval	July 17th, 2017
Service start date	July 26th, 2017
Anticipated construction start	August 1st, 2017
Substantial Construction Completion	November 1st, 2017
Project punch-list and Close-Out by	December 1st, 2017

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 designing and managing utility projects in municipalities with infrastructure 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 anticipate responsibilities of the Resident Engineer and inspector(s) on the project.

3) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project.

4) List other contracts awarded to consultant most comparable to the work described in the scope of services. Please provide contact name, address and telephone number. Also, provide contract cost and cost of Engineering associated with each project.

5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.

6) A schedule of hourly salary rates for each job classification and any overhead factors.

7) Any objections to any terms of the request for proposal.

8) A detailed summary of the Consultant’s Project Understanding and Approach for the scope of work which shall include 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.

T. Reference Materials

The pre-final plans for the Consultant are provided at the following link to a dropbox account below.

https://www.dropbox.com/sh/5oh7kjoa42ta4tn/AACQ-ryxBu3-SijYAb2phU5va?dl=0

Section II. Scope of Services

Project Background

The Village of Oak Park's 2017 budget includes $3,000,000 of local funds for resurfacing of residential and collector streets throughout the Village. This is the second and final resurfacing project of the year, which is being designed by the Village with an estimated cost of $1,500,000.00 to $2,000,000.00.

The project consists of 14 locations of streets and parking lot resurfacing for a total of about 2 miles of resurfacing. Work is generally intermediate reconstruction consisting of 4-6" thick pavement replacement, curb removal and replacement, ADA corner upgrades, pavement patching, some detector loops, miscellaneous sewer repairs, and pavement markings. The pre-final plans are available for your reference.

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.
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. At times the inquiries and complaints will be numerous, and may be forwarded by various staff and departments. The contact information will be displayed online on the Village's GIS CIP story-map page.
    b. The consultant team shall be proficient in roadway design to make small design-changes in the field as issues arise in the field. Larger full-scale changes (e.g. such as redesigning grading for an entire block) will be designed by the Village or will be additional payment. Most of the ADA corners for replacement shown in the plans did not include grades, and will need to be designed in the field by the consultant.
    c. 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 (e.g. having the contractor look for a detector loop 'dive' while the adjacent ADA curb is removed instead of the Village paying TM for the Contractor to find the 'dive' later or having to remove the curb later to find it, reviewing the typical section with contractor prior to grinding to

ensure constructability and that it can be paved per the proposed specifications).

d. Maintain a project diary and daily inspection log.
e. Collect and review all material tickets on a daily basis.
f. Inspect all construction warning signs and devices.
g. Organize and lead any project meetings required, as well as organize a bi-weekly meeting with village staff.
h. Consultant shall review all extras and change-orders and give a recommendation to the Village.
i. 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 subbase materials based on their evaluation of existing pavements and with recommendations from the Village. Any additional material or geotechnical testing required due to unsuitable soils shall be outside of this contract.
j. Verify contractor's construction staking and layout for accuracy and conformance with contract plans, and intent of the project.

3. Construction Documentation:
   a. Keep track of all quantities related to each pay item, knowing 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. Establish and maintain schedule for progress payments.
   d. 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.
   e. Assure all documentation substantially follows IDOT standards.
   f. Records do not need to be in ICORS, the consultant shall maintain an IDR book, and a Quantities book.
   g. Substantially follow IDOT documentation procedures
4. Construction project closeout:
   a. Verify final measurements/quantities with Contractor.
   b. Develop a final punch list and verify satisfactory completion.
   c. Provide final project accounting/documentation.
   d. Conduct final inspection with Village representatives.
   e. Close all permits (e.g. MWRD).
   f. Consultant shall review final quantities with the contractor and present an agreed upon final-estimate to the Village for processing.
   g. Close out project, and submit all paperwork as required. Submit job box to the Village of Oak Park.
   h. Process final payment.

i. Provide as built drawings in Electronic format (converted to microstation file).

5. 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 utility agencies of time and place of meeting.
        ii. Notify affected Village Departments/Divisions, including police and fire, coordinating any major items or issues prior to the pre-construction meeting.
        iii. Prior to meeting:
            1. Determine any impacts to schools.
            2. Determine any impacts to business districts.
            3. Determine any impacts due to the Village's 2017 CIP map.
6. 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. The consultant shall coordinate work with any adjacent developments within the project site.
    c. The consultant shall also coordinate with the Oak Park Historical Preservation Officer as applies.
    d. Coordinate with Village staff for adjacent 2017 CIP projects in terms of parking and overall impacts to residents and businesses.
    e. Coordinate projects with all stakeholders within the project limits.
    f. 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.
    g. Notify and coordinate work with the utility companies, MWRD, Village Water-Sewer division, Streets division, Environmental Services and Street Lighting Division.
    h. Coordinate loss of trash collection services with the Village's Environmental Services division.
    i. 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).

j. 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 resurfacing to accommodate any special-events and mitigate the impacts, and may have to meet with race or festival organizer as needed. At times there can be several new special-event requests per week.

k. Leaf collection season in Oak Park generally starts the 3rd week of October, in which residents rake and push their leaves into the street, which are then removed by Waste Management and Village crews on the designated night. Coordination with the contractor will be necessary and additional letters to residents may be needed to coordinate paving and striping work.

l. Resident parkway sprinklers 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.

m. Coordinate loss of parking impact 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.

7. 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.
    a. The letters to residents details the 50/50 sidewalk program, in which the consultant is to coordinate any 50/50 requests with the residents to be constructed with the adjacent project. This includes assisting the resident in determining the limits of the replacement, having them sign the agreement and return the checks to the Village on a weekly basis.
8. Prepare CCDD forms (662 and 663) for project sites for signature by the Village. The consultant shall perform a cursory environmental review of all locations by sanborn and environmental regulatory databases to assist with this effort, pH data will be collected and provided by the contractor. Should REC's be identified, this will be paid for separately by the Village of Oak Park.
9. Environmental oversight, if required, shall be paid for separately by the Village of Oak Park.
10. Material testing will be outside of this contract.

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 2017. The following abbreviations shown are examples of position classifications:

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

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 "Compensation Schedule for Professional Engineering Services for Construction Engineering for the 17-2 Resurfacing of Various Streets project."

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 (phase III only).

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 _____

_____
Organization Name

(Seal - If Corporation)

By _____
Authorized Signature

_____
Address

_____
Telephone

Subscribed and sworn to before me this _____ day of _____, 2017.

_____
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 for the 17-2 Resurfacing of Various Streets 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 _____, 2017

_____
(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 _____, 2017.

_____
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[1] are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

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

Signature:_____ Printed Name_____

Name of Business:_____ Your Title: _____

Business Address:_____

(Number, Street, Suite #) (City, State & Zip)

Telephone:_____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2017.

_____

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, 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.

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.

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* _____*, 2017.*

_____ _____
(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 for the 17-2 Resurfacing of Various Streets
Date Issued:	June 12, 2017

Comments: