

**VILLAGE OF OAK BROOK
Purchasing Division
1200 Oak Brook Road
Oak Brook, IL 60523**

(630) 368-5164

REQUEST FOR QUALIFICATIONS

**PHASE III ENGINEERING SERVICES
HARGER ROAD RESURFACING PROJECT**

DECEMBER 2022

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Section 1. Request for Qualifications

A. Notice

Posted on the Village of Oak Brook website November 30, 2022

Village of Oak Brook

Request for Qualification Statements

PHASE III Engineering Services

Harger Road Resurfacing Project

August 2022

The Village of Oak Brook is soliciting qualification statements from consulting engineering firms with demonstrated experience in Phase III Engineering Services.

Qualified firms interested in performing such services should obtain the detailed Request For Qualifications package from the Village's Purchasing Division, 630-368-5164, or it can be downloaded from the Village's website at www.oak-brook.org, or it can be picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8 A.M. and 4:30 P.M., Monday through Friday. There is no charge for the package.

Qualification statements should be addressed to:

Rania Serences
Senior Purchasing Assistant
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

The closing date and time for receipt of qualification statements is **Wednesday December 14, 2022 at 2:00 P.M. prevailing time**, after which time, additional submittals will not be accepted.

The Village reserves the right to reject any or all statements of qualifications, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate, without further process, any contract as may be in the best interest of the Village.

All inquiries regarding this RFQ shall be submitted via e-mail to Rick Valent, Public Works Director, at rvalent@oak-brook.org.

B. General Information

The Village of Oak Brook (hereinafter Village) is seeking Phase III Engineering Services for the Harger Road Resurfacing Project. This construction phase of the project is funded through the federal Surface Transportation Program (STP); therefore, all work must be done in accordance with STP guidelines.

The Consulting Engineer shall perform and carry out, in a professional and satisfactory manner, the necessary services required to complete the requirements included in the

project. The Village shall provide a qualified Liaison Engineer to assist the Consultant in Village interpretations. The services to be provided related to this Request for Qualifications (RFQ) are described in the Minimum Scope of Services section of this RFQ. All work must adhere to Village and Illinois Department of Transportation (IDOT) standards as required.

The Consulting Engineer shall have successfully completed a minimum of three projects of the same type and size to the Harger Road Resurfacing Project. The proposed Project Manager shall have a minimum of five years of experience in Phase III Engineering on IDOT Bureau of Local Roads and Streets (BLRS) projects. A list of these projects and the IDOT BLRS contact and local agency contact for the project should be provided.

This work consists of resurfacing Harger Road between Spring Road to 550 feet west of the I-88 ramp intersection. The project will also include pavement patching, aggregate/HMA shoulder repairs, guardrail removal/replacement, one ADA detectable warning installation, drainage structure adjustments/minor ditch reshaping, and pavement markings. The project also includes structural improvements of Harger Road bridge over Salt Creek include the following: Replacement of the expansion joint in the bridge deck above the center pier, structural repairs to the concrete sidewalk and parapet along each side of the structure, concrete repairs to delaminated or spalled concrete areas along the abutment faces and backwalls, and structural repairs delaminated or spalled areas of concrete along the face of the center pier and diaphragm above the water line. Epoxy crack injections along the abutment and pier faces will be also filled as warranted. There will be no in-stream work and all substructure work will be performed from the bridge deck and is above normal water level.

The project is scheduled to be on the April 28, 2023 IDOT Letting.

Section 2. Minimum Scope of Services

- The selected Consultant must be familiar with the submittal requirements of IDOT BLRS.
- Familiar with IDOT Documentation and CMMS
- The Consultant shall include any necessary review of submittals.

Section 3. Qualifications Statement

Items to be addressed in the Qualification Statement shall at least include:

- The names and resumes of the proposed key personnel assigned to the project
- A list of a minimum of three IDOT Bureau of Local Roads and Streets projects on which the proposed project manager has successfully managed similar Phase III Engineering projects.

- Include a minimum of three references from other agencies for which the proposed project manager has successfully managed similar projects.
- A list of sub-consultants, if any, who will be used on this project.
- A detailed statement of project understanding describing the scope of the project and items that may require special attention or detail.
- Submittals be single-sided and limited to a maximum of 20 pages, not including front and back covers, table of contents, and tabs.
- No fees shall be submitted at this time.

Section 4. Review Process

The Village uses the Qualifications Based Selection (QBS) process. A short list of firms will be generated and interviews with those firms may take place. The Village will then attempt to negotiate a satisfactory contract with the firms deemed most qualified.

The Village of Oak Brook reserves the right to waive any informality or technical error and to accept the firms deemed by the Village to be in its best interests. In reviewing engineering qualifications, the Village will consider the following factors:

1. The ability, capacity and skill of the firm to perform the contract to provide the services required.
2. Whether the firm can perform the contract or provide the services promptly, or within the time specified without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the firm.
4. The quality of the performance on previous contracts for services.
5. The previous and existing compliance by the firm with laws and ordinances relating to the firm's services.
6. The sufficiency of the financial resources and ability of the firm to perform the contract or provide the services.
7. The ability of the firm to provide future maintenance and service for the use of the subject of the contract.

Additional criteria to be considered in reviewing qualifications:

1. Understanding of the Village's current and future needs.
2. Oral interview (at Village option).
3. Demonstrated experience in assisting governmental entities with these types of services.
4. Quality and experience of staff proposed for projects by the firm.

Section 5. Ranking of Qualifications

Each Qualifications Statement will be reviewed and ranked according to the following criteria:

- | | |
|--------------------------------------|-----------------|
| a. Technical Approach | Maximum of 30 % |
| b. Similar Project Experience | Maximum of 20 % |
| c. Project Team/Staff Capabilities | Maximum of 20 % |
| d. Overall Completeness of Submittal | Maximum of 15 % |
| e. Work Load | Maximum of 15 % |

Section 6. Selection and Contract

Upon review of all responsive Qualifications Statements using the criteria outlined above, the Village may select firms to interview. Upon completion of the interviews and review of qualification statements, the Village will request a fee proposal from the highest-ranking consulting/engineering firm.

Section 7. Reservation of Rights

The Village reserves the right to reject any or all Statements of Qualifications, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate without further process any contract as may be in the best interest of the Village. The Village reserves the right to make such inquiries regarding the firms' qualifications and reputations, as it deems necessary to evaluate the firm.

Section 8. Contract Documents

All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant pursuant to this project shall be the property of the Village.

Section 9. Submittal Procedures

The closing date and time for receipt of Qualification Statements is **Wednesday December 14, 2022 at 2:00 P.M. prevailing time**, after which time, additional submittals will not be accepted.

All Qualification Statements shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Qualification Statement. The envelope must state the project name: "Phase III Engineering Services – Harger Road Resurfacing Project." **Three (3)** hard copies and **one (1)** electronic copy in PDF format on a flash drive of the Qualification Statement must be submitted to:

Rania Serences, CPPB
Senior Purchasing Assistant
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

The Village reserves the right to reject any or all statements of qualifications, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate without further process any contract as may be in the best interest of the Village.

Section 10. Standard Terms and Conditions

1. Qualification Statements submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Firms submitting qualification statements. Issuance of this RFQ does not obligate the Village to pay any costs incurred by a Firm in its submission of a qualification statement or making any necessary studies or designs for the preparation of that qualification statement, or for procuring or contracting for the services to be furnished under this RFQ.
2. A Firm may withdraw its Qualification Statement, either personally or by written request, at any time prior to the scheduled deadline for submittals. No Qualification Statement shall be withdrawn for **90 days** after the date set for opening Qualification Statements. Qualification Statements shall be subject to acceptance during this period.
3. The Village reserves the right to accept the Qualification Statement that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject any and all Qualification Statements; and to waive irregularities and informalities in any Qualification Statement submitted or in the RFQ process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their Qualification Statement.
4. The Village reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of the RFQ. The Village may require the entire Qualification Statement be made an integral part of the resulting Contract. This implies that the Village as contractually binding on the successful Firm will hold all responses, supplemental information, and other submissions provided by the Firm during discussions or negotiations.
5. If, through any cause, the firm fails to fulfill any of the obligations agreed to in a timely and proper manner, the Village shall have the right to terminate the Contract by notifying the firm in writing of such termination at least 30 calendar days in advance of such termination.
6. The Village reserves the right to request clarification of information submitted and request additional information as needed.
7. The Qualification Statement shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Qualification Statement and the Project Name: “**Phase III Engineering Services – Harger Road Resurfacing Project.**”
8. The Firm agrees to execute all documents within this Qualification Statement Package, obtain a Certificate of Insurance to the Village within fifteen (15) days after the receipt of the Notice of Award and the Contract.
9. Insurance – Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the Firm of the Notice of Award and the unexecuted Contract, it being understood and agreed that the Village will not approve and execute the Contract until acceptable insurance certificates are received and approved by the Village.

Each Firm performing any work pursuant to a Contract with the Village and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such Firm and permittee shall procure and maintain for the duration of the Contract or permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the Contract or permit, by either the Firm, permittee, or their agents, representatives, employees or subcontractors.

A Firm or permittee shall maintain insurance with limits no less than:

- a) General Liability - \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000 the required limit shall be \$500,000;
- b) Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- c) Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

- d) General Liability and Automobile Liability Coverage -
 - I. The Village, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employee's volunteers or agents.
 - II. The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
 - III. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
 - IV. The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

e) Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10. In submitting this Qualification Statement, the Firm further declares that the only person or party interested in the Qualification Statement as principals are those named herein, and that the Qualification Statement is made without collusion with any other person, firm or corporation.

11. By submitting a Qualification Statement, the Firm understands and agrees that, if the Qualification Statement is accepted, and the Firm fails to enter into a Contract forthwith, the company shall be liable to the Village for any damages the Village may thereby suffer.

12. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.

13. The Village authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month

14. Indemnification – The Firm shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Contract by virtue of any act or omission of any of the Firm's officers, employees, subcontractors, and/or agents, provided that the Firm shall not be liable for claims, obligations, damages, penalties,

causes of action, costs and expenses arising solely from any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The Firm shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Firm for the purpose of performing the work under the Contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the Contract is in force.

15. Equal Opportunity – The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

16. Execution of Documents – The Firm, in signing his Qualification Statement overall or on any portion of the work, shall conform to the following requirements:

Qualification Statements signed by an individual other than the individual represented in the Qualification Statement documents shall have attached thereto a power of attorney evidencing authority to sign the Qualification Statement in the name of the person for whom it is signed.

Qualification Statements that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Qualification Statement a power of attorney evidencing authority to sign the Qualification Statement, executed by the partners.

Qualification Statements that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If an official other than the President of the Corporation manually signs such Qualification Statement, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Qualification Statement shall be attached to it. Such Qualification Statement shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

17. Non-Discriminating – The Firm, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

18. Incurred Costs – The Village will not be liable in any way for any costs incurred by respondents in replying to this RFQ. Firm agrees to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

19. Firm Responsibilities – The selected Firm will be required to assume responsibility for all services offered in this Qualification Statement. The Village will consider the selected Firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

20. Default – The Contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Firm upon nonperformance or violation of Contract terms. An award may be made to another Firm with services similar to those so terminated. Failure of the Firm to deliver services within the time stipulated on his offer, unless extended in writing by the Village, shall constitute Contract default.

21. Independent Contractor – There is no employee/employer relationship between the Firm and the Village. Firm is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Firm. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Firm and the Village, and the Village is not and will not be liable for any obligations incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Firm.

22. Governing Law – The laws of the State of Illinois as to interpretation, performance and enforcement shall govern this Contract. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Contract shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 11. Required Forms

A. *References.*

1. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

2. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

3. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

4. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

5. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

B. Consultants Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the proposer for the construction, product, commodity, or service briefly described as follows:

“Phase III Engineering Services – Harger Road Resurfacing Project.”

- 1) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the proposer is not barred from bidding on this agreement as a result of a conviction for the violation of State of Illinois laws prohibiting bid rigging or bid-rotating.
- 2) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- 3) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the proposer has a written sexual harassment policy in place including the following information:
 - a) An acknowledgment of the illegality of sexual harassment.
 - b) The definition of sexual harassment under State law.
 - c) A description of sexual harassment, utilizing examples.
 - d) The Consultant’s internal complaint process including penalties.
 - e) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - f) Directions on how to contact the Department or the Commission.

This business firm is: (check one)

____ Corporation ____ Partnership ____ Individual

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____

Date: _____

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 2022.

Notary Public

C. Sexual Harassment Policy

_____ hereinafter referred to as "Consultant" having submitted a qualification statement/bid/proposal for _____ to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Consultant has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

- 1) An acknowledgment of the illegality of sexual harassment.
- 2) The definition of sexual harassment under State law.
- 3) A description of sexual harassment, utilizing examples.
- 4) The proposer's internal complaint process including penalties.
- 5) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
- 6) Directions on how to contact the Department or the Commission.
- 7) An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each consultant must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Firm

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 2022.

Notary Public