



VILLAGE OF OSWEGO

Request for Qualifications
and Proposals for
Short-Lists
for
Engineering Services

Question & Answer Session:	10:00 A.M., November 12, 2014 Board Room, Oswego Village Hall 100 Parkers Mill, Oswego
Qualifications & Proposals Due:	11:00 A.M., November 26, 2014 Village Clerk, Village Hall
Interviews of Select Firms:	Evenings of December 9 and 10, 2014 Board Room, Oswego Village Hall 100 Parkers Mill, Oswego

October 31, 2014

Obtain information from and submit proposals to:

Jennifer M. Hughes, P.E.
Director of Public Works
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543
(630) 551-2366

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Website: <http://www.oswegoil.org>

October 31, 2014

Dear Consultant:

The Village of Oswego will accept sealed Statements of Qualifications until 11:00 A.M., **November 26, 2014** for the purpose of establishing new short-lists of firms for Plan Review and Construction Inspection Engineering Services. A question and answer session will be held at 10:00 A.M. on November 12, 2014, in the Village Hall Board Room. The short-lists will be utilized as part of the VILLAGE's consultant selection process for professional services.

The Village of Oswego has experienced a high level of commercial and residential growth in recent history. As the economy has rebounded, the Village has seen an increase in new commercial and residential development requests and developers picking up incomplete residential projects. The Village has been towards the top in the list of communities with residential starts and it is anticipated that Oswego will continue with high residential starts in the upcoming years. The lack of commercial vacancy and the demand for new commercial users will also result in new commercial construction activity in the future.

The VILLAGE will be establishing short-lists for the following category of work: Plan Review and Construction Inspection. A minimum of two firms will be selected for the short-list for each category of services. Eligibility for the short lists will span three years, subject to VILLAGE satisfaction with the ENGINEER'S performance.

Any Statements of Qualifications submitted **MUST** be signed by an individual authorized to bind the ENGINEER. All submittals without such signature will be deemed non-responsive, and will not be acceptable. Specific instructions and evaluation criteria are enclosed.

We welcome your submittal.

Sincerely,

Village of Oswego

A handwritten signature in black ink that reads "Jennifer M. Hughes". The signature is written in a cursive style with a long, sweeping underline.

Jennifer M. Hughes, P.E., CFM
Director of Public Works

GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the specifications shall be construed to mean the Village of Oswego, Kendall County, Illinois.

The term "ENGINEER" whenever used in the specifications shall be construed to mean the firm making a submittal to the Village of Oswego.

RFQ is an abbreviation for Request for Qualifications.

RFP is an abbreviation for Request for Proposal.

RFQ&P is an abbreviation for Request for Qualifications and Proposals.

PREPARATION AND SUBMISSION OF STATEMENT OF QUALIFICATIONS

The Statement of Qualifications Form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed. If the firm is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership.

One (1) original, five (5) paper, and one (1) digital copy of each submittal are required. Each shall be appropriately marked in accordance with the title of the submittal. Submittals must be delivered to the Village Clerk, Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois 60543 by the specified due date and time. Submittals will not be accepted by email or facsimile machine. Submittals arriving after the specified date and time will not be accepted. Mailed submittals arriving after the specified date and time, regardless of post marked date and time on the envelope, will be returned unopened. ENGINEERS are responsible for ensuring that their submittals are received by the Village Clerk before the deadline.

Each Short-List Submittal package should include the following:

1. CONSULTANT EVALUATION FORM,
2. ENGINEER's **Statement of Qualifications** consisting of the following:
 - a) Copy of the ENGINEER's current Illinois Department of Transportation "Statement of Experience and Financial Condition" Prequalification,
 - b) Similar and current projects demonstrating the ENGINEER's qualifications for all aspects of work in the category, and
 - c) Qualifications of the ENGINEER's staff to perform the services in the category.
3. STATEMENT OF QUALIFICATIONS FORM.

CONDITIONS

ENGINEERS are advised to become familiar with all conditions, instructions, and specifications governing this submittal. Failure to make such an inspection shall not excuse the ENGINEER from performance of the duties and obligations imposed under the terms of any contract awarded as a result of the VILLAGE utilizing the short-lists. Failure to have read all the conditions, instructions and specifications of the contract shall not be cause to alter any resulting contracts that may result from the use of the short-lists established by this process.

WITHDRAWAL OF SUBMITTAL

Submittals may be withdrawn or canceled at any time prior to the due date and time by signing a request therefore.

CONSIDERATION OF SUBMITTALS

No submittal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE. The VILLAGE shall accept the submittals that are in the best interest of the VILLAGE to accept. The selection criteria are outlined in the Special Provisions. The ENGINEER, if requested, must present within ten (10) working days, evidence satisfactory to the Director of Public Works of its ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and documents. The Director of Public Works or their designated agent shall represent and act for the VILLAGE in all matters pertaining to this Request for Qualifications and any contracts in conjunction therewith. The VILLAGE reserves the right to accept or reject any and all submittals or to waive technicalities and to disregard any informality on the submittal, when in its opinion the best interest of the VILLAGE will be served by such actions.

DISQUALIFICATION OF SUBMITTALS

The following will be cause for disqualification of submittals:

- a. ENGINEER is prohibited by local, State or Federal law from entering into public contracts;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Rights of the VILLAGE limited under any contract clause;
- d. Reasonable basis to suspect either conflict of interest or collusion among firm(s);
- e. ENGINEER fails to submit required information, literature, or affidavits with Submittal;
- f. Failure to complete the submittal in conformance to the required format;
- g. Failure of any authorized person to sign Submittal; and;
- h. Late delivery of submittal.

BID RIGGING

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

Prior to execution of a contract, the selected ENGINEER will be required to submit certification attesting to compliance with 720 ILCS 5/33E-1 et seq.

RELATIONSHIP BETWEEN ENGINEER AND VILLAGE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

ENGINEER shall serve as the VILLAGE'S consultant. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. The ENGINEER shall render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. The ENGINEER shall strive to conduct services under this contract in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this contract. Each party shall designate one person to act with authority in its behalf. The person designated shall review and respond promptly to communications received from the other party.

DELIVERY AND REUSE OF DOCUMENTS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

All drawings, specifications, reports, and any other project documents prepared by the ENGINEER in connection with any or all of the services furnished thereunder shall be delivered to the VILLAGE for the express use of the VILLAGE. The ENGINEER does have the right to retain original documents, but shall cause to be delivered to the VILLAGE such quality of documents so as to assure complete reproducibility of the documents delivered. In particular the VILLAGE may request, at no additional cost, the delivery of additional sets of drawings or documents if the ENGINEER fails to deliver a fully reproducible document.

SUBLETTING OF CONTRACT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER may sublet portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the ENGINEER and shall further be subject to approval by the VILLAGE prior to the performance of any work by the sub-consultant. Rejection of a particular sub-consultant shall not be cause to alter the original contract or to request additional compensation. The ENGINEER shall identify all proposed sub-consultants who will furnish services under the terms of the RFP. The work to be done by the sub-consultant shall be outlined in detail in the

proposal submitted by the ENGINEER. The qualifications of the proposed sub-consultant shall be submitted with the proposal, in the same format and basic requirements as required of the ENGINEER. At all times the ENGINEER shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the ENGINEER.

CONTRACT AMOUNT AND PRICES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

For the ENGINEER'S services described in the contract documents, the VILLAGE agrees to pay and the ENGINEER agrees to accept a fee based on the fee structure negotiated for engineering services contained in the Proposal. Fees, including expenses, are not to exceed the negotiated amount as approved by the VILLAGE.

A listing of reimbursable expenses and the applicable unit prices or price range shall be included in the proposal. Unless specifically agreed to by the VILLAGE, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the ENGINEER (copies or reproductions for external use, i.e. submittals to the VILLAGE or other governing agencies, are allowable as reimbursable expenses.)

INVOICING AND PAYMENT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

Any contracts that may result from the utilization of the established short-lists are for the delivery of professional services. Each project will be assigned a unique WORK ORDER. The fee for each WORK ORDER shall be computed by multiplying the actual hours worked by professional classification by the negotiated hourly rate billing rate by professional classification. Upon issuance of the first review of individual projects where the estimated fee will exceed \$10,000, the ENGINEER shall provide to the VILLAGE for approval an estimate of the number of hours by professional classification to conduct reviews and inspections. In the event that the actual hours exceeds the approved estimated hours by more than 10%, the ENGINEER shall obtain authorization from the VILLAGE prior to commencing any additional work. The ENGINEER shall submit invoices in duplicate. Invoices will cover the work performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. An invoice must be submitted for work done through April 30 of each year as this is the end of the Village's fiscal year. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. All direct costs shall be itemized consistent with the various categories stated within the Proposal. Multipliers shall be clearly indicated and applied to total man-hours summated for the period. Invoices shall be based on actual hours of performance. A sample invoice is available for review.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, work performed in the current period, work anticipated to be performed in the next period and information or deliverables that the ENGINEER is waiting for. The following five items shall be clearly addressed in each monthly report:

- 1) Work performed in the period covered by the invoice.
- 2) Work to be performed in the next period.
- 3) Deliverables and due dates, particularly noting items due in the next period (updated schedule).
- 4) Items that the Engineer is waiting for from the Village or other agencies.
- 5) A summary or statement discussing the financial status of the individual work order – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-consultant costs are not considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the ENGINEER's control, the ENGINEER shall notify the VILLAGE immediately and no further work shall be done by the ENGINEER until authorization to proceed in writing has been received from the VILLAGE.

CHANGES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE reserves the right by written amendment to make changes in requirements, amount of work, or time schedule. The ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

SUSPENSION OF SERVICES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE may, at any time, by written order to the ENGINEER require the ENGINEER to stop all, or any part, of the services required by this contract. Upon receipt of such an order the ENGINEER shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided the VILLAGE deems them reasonable.

TERMINATION OF CONTRACT

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE reserves the right to terminate the whole or any part of any contract awarded based

on the use of these short-lists, upon ten (10) calendar days written notice to the ENGINEER. The VILLAGE further reserves the right to cancel the whole or any part of the contract if the ENGINEER fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The ENGINEER will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, the ENGINEER shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by the ENGINEER before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from the ENGINEER a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken. Upon receipt of the termination notice the ENGINEER shall stop all work until said agreement is reached.

INSURANCE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

- (A) During the term of the contract, the ENGINEER shall provide the following types of insurance in not less than the specified amounts:
1. Comprehensive General Liability - \$1,000,000.00 per occurrence;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any ENGINEER owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 4. Umbrella Coverage - \$2,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 5. Professional Liability - \$1,000,000.00.
- (B) The ENGINEER shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (C) The ENGINEER shall require sub-consultants, if any, not protected under the ENGINEER'S

policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the ENGINEER.

INDEMNIFICATION

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

COMPLIANCE WITH OSHA STANDARDS

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the contract.

PERMITS AND LICENSES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws.

TAXES

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided to the successful ENGINEER when requested.

NON-DISCRIMINATION

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

- a. ENGINEER shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the ENGINEER certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. ENGINEER shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS

DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

SPECIAL PROVISIONS

DESCRIPTION OF SHORT-LISTS

The VILLAGE will be establishing short-lists of a desired minimum of three qualified firms each for the following categories of work:

Plan Review and Construction Inspection: This category includes engineering review of development projects and construction services of private developments.

Statements of Qualifications for each category should clearly demonstrate the expertise, qualifications and capabilities of the ENGINEER to provide the services included in each category. The ENGINEER'S qualifications should also address working knowledge of Federal, State, County, and VILLAGE plan and permitting requirements.

CLARIFICATION OF DOCUMENTS

Any ENGINEER in doubt as to the true meaning of any part of the RFQ&P documents may attend a question and answer session, which will be held at 10:00 A.M. on **November 12, 2014** in the Board Room, Oswego Village Hall, 100 Parkers Mill, Oswego. Please reserve all questions regarding the submittal for the meeting. **Personal visits to the Director of Public Works office are prohibited.**

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 specifications initiated by the VILLAGE, the VILLAGE will mail and/or email a copy of such addendum to all ENGINEERS who were sent the RFQ. A copy will also be available to the public. ENGINEERS will provide written acknowledgment of receipt of each addendum issued with their submittals. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued within three (3) working days of the submittal due date.

CONFLICT OF INTEREST

(APPLICABLE TO PROPOSALS AND CONTRACTS RESULTING FROM THE UTILIZATION OF SHORT-LISTS DEVELOPED FROM THIS PORTION OF THE SELECTION PROCESS)

The ENGINEER agrees to not perform professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the VILLAGE'S review/inspection, to occur or occurring within the corporate limits of the VILLAGE, or contiguous to the corporate limits of the VILLAGE, without notification to the VILLAGE prior to rendering services. The ENGINEER agrees to provide the VILLAGE with written notification whenever the services provided under this agreement shall require the ENGINEER to review or inspect work performed by any other firm or corporation for whom the ENGINEER is or has within the previous twelve (12) months provided professional services, or with which any of the ENGINEER'S owners, partners or principals have a financial interest. The ENGINEER agrees to provide written notification to the VILLAGE whenever the ENGINEER, or any other firm or corporation with which any of the ENGINEER'S owners, partners or principals have a financial interest, performs services or work that may be subject to the VILLAGE'S review/inspection, or is contiguous to the

corporate limits of the VILLAGE. The VILLAGE may at its discretion disqualify the ENGINEER from participation as a representative of the VILLAGE in such projects or in projects potentially impacted.

TIME

Each WORK ORDER shall be as indicated within each RFP. The articles of WORK ORDER shall remain in effect for a period of not less than ninety (90) days after the latest qualifying event:

- Withdrawal of an application by a Developer;
- Expiration of application by Developer;
- Issuance of Certificate of Occupancy by VILLAGE as defined in the [Municipal Code](#);
- Issuance of Final Acceptance as defined in the [Subdivision & Development Control Regulations](#);

The ENGINEER agrees to begin work when requested by the VILLAGE and to complete all work stated in the scope of services according to the following schedule:

- Initial Plan Review – within 10 business days of receipt by ENGINEER (or VILLAGE)
- Subsequent Plan Reviews – within 5 business days of receipt by ENGINEER (or VILLAGE)

It is the intent of the VILLAGE to utilize the short-lists for three years. The VILLAGE will periodically review the performance of the short-listed ENGINEERS. ENGINEERS that fail to provide satisfactory service to the VILLAGE may be removed from the short-lists and disqualified from future work for the VILLAGE.

MEETINGS

The ENGINEER agrees to attend 1 (one) status meeting each week at the VILLAGE'S office. The ENGINEER shall not submit invoices for payment related to mileage or travel time to and from these meetings, but may submit invoices for the actual time spent in such meetings.

DELIVERABLE PRODUCTS

The ENGINEER shall provide all deliverable products to the VILLAGE for approval and dissemination. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the VILLAGE unless otherwise specified in the negotiated agreement. Deliverable products shall be provided in the following electronic formats, in addition to a printed copy. All reports and related information shall be compatible with the *Office 2010* suite of software products by Microsoft Corporation (Word, Excel, Access and Powerpoint). All CADD related information shall be compatible with *AutoCAD Civil 3D 2011 and AutoCAD Raster Design 2011* by Autodesk Corporation. Other software formats are not acceptable unless specifically agreed to by the VILLAGE.

SUBMITTAL FORMAT

The Submittal shall be as concise as possible. Excessive promotional information will only detract from the total presentation. The Submittal should clearly identify the ENGINEER'S ability concerning services. The name of the firm and the location of the office that will have responsibility for the contract are required. The name, address and phone number of a contact person responsible for and knowledgeable of the proposal is required. Any and all sub-consultants shall be clearly indicated in the submittal and their qualifications included as part of the submittal. Provide a résumé for each team member who will perform work for the VILLAGE. Additional members may be added to the team upon approval of the VILLAGE.

The Submittal must include the required tables listed within the instructions. Each Submittal must include an executed original copy of the Statement of Qualifications Form. Copies of the Statement of Qualifications Form should be included in each copy of the RFQ. Any ENGINEER submitting for **any** short list must complete one (1) Consultant Evaluation Form.

EVALUATION OF SUBMITTALS

ENGINEERS are to provide written submittals that present their qualifications and understanding of the short-list category. ENGINEERS will need to address each of the evaluation criteria carefully and thoroughly, as the evaluation of all submittals will be based upon a head-to-head comparison.

Selections will be made on the basis of the qualifications of the firms as presented in the written submittals. Interviews are not required as part of the submittal, but may be requested at the discretion of the VILLAGE to further clarify a firm's qualifications.

SELECTION PROCEDURE

A selection committee of up to five people will evaluate each submittal based upon how well the proposal information addresses the evaluation criteria. Each criterion in the evaluation will be ranked upon a scale of 1 to 10. Each numerical ranking will be multiplied by the weighted value presented in each RFQ. Values will then be tallied and firms ranked accordingly.

DISPOSITION OF SUBMITTALS

Submittals become the property of the VILLAGE, are treated as privileged documents, and are disposed of according to VILLAGE policies including the right to reject all submittals.

SHORT-LIST DETERMINATION AND SELECTION SCHEDULE

Depending on the number of qualified firms making submittals, each short-list will consist of a minimum of two firms. These firms are then eligible to submit proposals for engineering services during the next three years.

Request for Proposal Issued	Friday, 10/31/2014
Question & Answer Session	Wednesday, 11/12/2011, 10:00 a.m.
Statements of Qualifications due to the Village by 11:00 am. The contents of the response are listed under submittal requirements.	Wednesday, 11/26/14, 11:00 a.m.
Selected firms will be notified that they have been chosen to be interviewed by Village staff.	Wednesday, 12/3/14
A 50-minute interview will be conducted with each of the selected firms. Each firm will make a 30-minute presentation on their understanding of the scopes of the possible projects. A 20-minute question and answer period will follow the presentation.	Tuesday, 12/9/14 and Wednesday, 12/10/14
After interviews are completed a final selection of firms will be determined and all firms will be notified.	Friday, 12/12/14
Scoping / Negotiations Completed	Friday, 1/9/15
Board of Trustees Committee	Tuesday, 1/20/15
The final selection of firms is recommended to Village Board for approval.	Tuesday, 2/3/15

**REQUEST FOR QUALIFICATIONS
CONSULTANT ENGINEERING SHORT-LIST
AND
REQUEST FOR PROPOSAL FOR
CONSULTANT ENGINEERING SERVICES**

REQUEST FOR QUALIFICATIONS
CONSULTANT ENGINEERING SERVICES SHORT-LIST CATEGORY INTRODUCTION

The VILLAGE is seeking to establish a short list of not more than three (3) firms to perform consultant engineering services during the next three years. The short list will qualify the selected firm to submit proposals for upcoming projects needing resident engineering services.

CATEGORY BACKGROUND

The Consulting Engineer category consists of review of engineering plans for, but not limited to:

- Intersection and roadway improvements
- Traffic signal installation
- Stormwater improvements
- Bridge reconstruction and rehabilitation
- Multi-use path improvements
- Subdivision plan review
- Preliminary and final engineering plan review for development projects
- Review proposals for storm water management facilities
- Provide monitoring of construction of improvements

The ENGINEER will represent the VILLAGE as the initial point of contact for the contractor, residents and business owners, and plays a key role in the real and perceived success of the project. The ENGINEER should have experience in dealing with all types of affected parties.

The nature of the projects will vary. Projects may include roadway reconstruction, sewer / water main installation, storm water detention pond construction and street maintenance. The types of construction projects are related to the other short-list categories described previously. Projects may need to be reviewed in light of Federal, State, County and local permit requirements.

GENERAL SCOPE OF SERVICES

Services will vary from project to project. The general scope of services is listed below. Project specific requirements that modify the general scope will be outlined in the RFPs.

The ENGINEER will perform or be responsible for the performance of the following services in connection with this project. The ENGINEER shall furnish or cause to be furnished qualified engineers, construction observers and / or technical personnel to perform the following services including, but not limited to, the following tasks:

The consultant is expected to perform all the plan review tasks as follows:

- Review all subdivision submittals and insure they comply with the Village's standards
- Review all preliminary and final engineering submittals to insure they comply with the Village's development standards
- Review all proposed storm water management plans to insure they comply with Village regulations
- Provide staff to meet with developers, property owners, commission members or elected officials to discuss proposed projects
- Review letters of credit for public improvements and recommend reductions in letters of credit as improvements are completed
- Provide input to staff discussions on proposed development proposals
- Reviews are to be completed and returned to the VILLAGE within 10 days of the DEVELOPER's submittal to the VILLAGE.

The consultant is expected to perform complete construction inspection services in accordance with, but not limited to, the following general task areas:

- Attend a pre-construction conference with the contractor, VILLAGE, and other parties.
- Provide observation and inspection of the construction work and contractor operations to verify that the construction is accomplished in accordance with the plans and specifications. The ENGINEER shall keep the VILLAGE informed of the progress of the work, guard the VILLAGE against defects and deficiencies in the work, advise the VILLAGE of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- Verify initial geometric controls and perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plan.
- Prepare and maintain daily and periodic documentation and records throughout the project necessary to verify progress, quantities, materials documentation, measurement and computation of pay items, pay estimates, change orders, and other authorized plan and/or contract adjustments.
- Provide Quality Assurance services in accordance with IDOT QC/QA practices and procedures. [Contractor will provide QC]
- Inspect, document, and inform the contractor and the Village of the adequacy of the establishment and maintenance of traffic control.
- Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project.
- Attend all construction conferences. Maintain and provide to VILLAGE copies of records of the meetings.
- Review and verify the accuracy of the contractor's record drawings, lien waivers, and other documents required by the Village for the completion of the project.
- Keep an inspector's daily report book in the VILLAGE'S format, or other required format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials. Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
- Review Contractor requests for reductions in security for compliance with established

submission procedure and forward them with recommendations to the VILLAGE.

- Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the VILLAGE and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the VILLAGE concerning project acceptance.
- Except upon written instructions of the VILLAGE, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Carry and utilize a cellular phone during contractor's working hours (usually 7a.m. to 5 p.m.).

The ENGINEER shall comply with the VILLAGE Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

All work is to be performed according to the general industry engineering standards and standards established by the Illinois Department of Transportation (IDOT).

PROVISIONS BY OSWEGO

The VILLAGE will typically provide some or all of the following:

1. Design reports, plans, specifications, geotechnical investigations (if acquired during design), and bid tabulations.
2. Utility maps for water, sewer, street lighting and traffic signals.
3. Standard VILLAGE forms in paper and electronic formats.
4. Limited use of office equipment.
5. Autocad drawing file(s) for producing record drawings.
6. Copy of the VILLAGE's PPE Policy.

FUNDING

Development projects reviewed for the VILLAGE will be billed to the VILLAGE, and then paid for from the DEVELOPER's escrow account. . Village projects, such as capital improvement projects, designed and engineered for the Village shall be authorized either by Village staff or the Village Board and will be compensated per the terms of the Village's contract with the consultant.

MINIMUM REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

The following information must be included to document the ENGINEER'S qualifications:

1. A copy of the ENGINEER'S current Illinois Department of Transportation "Statement of Experience and Financial Condition" (SEFC) Prequalification showing the categories in which IDOT considers the firm to be prequalified. The date of expiration of the ENGINEER'S IDOT prequalification shall be identified. Whenever the ENGINEER'S IDOT prequalification is modified, current copies shall be provided to the VILLAGE.
2. Similar and current (within the last 5 years) projects that demonstrate the ENGINEER'S qualifications for all aspects of work included in this category. Include names and phone numbers of client contacts with knowledge of the ENGINEER's performance.
3. Qualifications of the ENGINEER'S staff to perform the services included in the category.

Staff that is identified shall be reasonably available to work on VILLAGE projects. If particular staff members are based in out-of-town offices, the office location should be identified. Accessibility and availability of staff is a consideration in assessing a firm's qualifications. Refer to "Project Staffing" in the INSTRUCTIONS REGARDING THE PROJECT PROPOSAL FORM for additional requirements.

4. Any additional information the ENGINEER feels will better document and present the ENGINEER'S qualifications. Keep in mind that the VILLAGE prefers to receive clear, concise and complete information devoid of excess **promotional** material.

The Statement of Qualifications should document the abilities of the ENGINEER's staff to successfully perform the VILLAGE's required services. If an ENGINEER does not have all of the expertise required to perform all of the included work, identify the services that would be performed by a sub-consultant. If an ENGINEER regularly uses the same sub-consultant, the ENGINEER should include the sub-consultant's qualifications in this submittal. Inclusion of a particular sub-consultant does not obligate the ENGINEER to use said sub-consultant for the duration of the Short-List; however, if other sub-consultants are utilized, their qualifications will need to be submitted for approval prior to their performance of any services associated with a VILLAGE contract. The VILLAGE reserves the right to approve or reject the use of particular sub-consultants.

PERIOD OF PERFORMANCE

The initial contract will run through April 30, 2016. The contract may be renewed at the sole discretion of the Village for two additional one year increments running from May 1 to April 30 of the following year.

The ENGINEER shall provide sufficient staff to properly perform all of the required services in a timely manner, so as to not delay completion of the project.

PROPOSAL FORMAT

The name of the firm and the location of the office which will have responsibility for this project must be indicated along with the name, address and phone number of a contact person responsible for and knowledgeable of the proposal. Please address all proposal requirements in the attached format. You may refer to your Statement of Qualifications in lieu of repeating résumés.

This is a non-binding proposal submittal. The work effort and fee shall be negotiated based upon concurrence of the project scope.

EVALUATION OF STATEMENTS OF QUALIFICATIONS AND PROPOSALS

A selection committee made up of up to seven Public Works Department Staff members will review Statements of Qualifications and Proposals. Each SOQ and Proposal will be rated and evaluated, applying the “Evaluation Criteria and Weighting” described below.

EVALUATION CRITERIA AND WEIGHTING

A) Statement of Qualifications (SOQ)

Criteria: Is the ENGINEER IDOT Prequalified for the work included in this category? Does the ENGINEER have appropriate management and support staff with the requisite experience for work in this category? Is the SOQ clear, concise, complete and devoid of excess promotional material? Does the SOQ present all of the required material in a professional manner and in the requested format?

Staff: Personnel should be identified by role in the organization (i.e. project manager, project engineer, resident engineer, etc.) Have the proposed PM’s worked on municipal projects? Are the PM’s qualified to manage the construction phase of a project and have appropriate professional background? Have the RE’s demonstrated ability in working with IDOT, contractors, businesses and residents? What municipal projects have the RE’s worked on? Does the survey crew have extensive construction staking experience? What municipal projects have the survey crew worked on? Are resumes of proposed staff included?

Experience: Are similar and current projects (last 5 years) submitted to document and demonstrate the requirements of the category? Does the ENGINEER have experience with Federal, State, County or projects? Are reference contact persons current and accessible? Does the reference confirm a “job well done?”

SOQ Content: Is the SOQ clear, concise, complete and devoid of excess promotional material?

B) Proposal: Project Understanding

Criteria: Is a clear understanding of the required services stated and demonstrated throughout? What insights has the ENGINEER provided? What critical elements are identified?

C) Proposal: Project Scope

Criteria: Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels? The Engineer should include any additional items that he feels should be addressed. Provide a chart indicating lines of responsibility and communication.

D) Proposal: Project Team

Criteria: A Project Proposal form must be completed. Personnel should be identified by role in organization (i.e. Project Manager, Project Engineer, Resident Engineer, Field Engineer, Surveyor, Technician, etc). Has the proposed PM worked on municipal projects? Is the PM qualified to manage the construction phase of a project and have adequate professional background? Has the RE demonstrated ability in working with contractors, residents and businesses? What municipal projects has the RE worked on? Does the survey crew have extensive construction staking experience? What municipal projects has the survey crew worked on? Are resumes of proposed staff included? Is the entire project team familiar with the ENGINEER’s and the VILLAGE’s requirements and procedures?

E) Criteria and Weighting

Criteria	Weight
Statement of Qualifications	40
Proposal: Project Understanding	15
Proposal: Project Scope	15
Proposal: Project Team	30
Total Maximum Points	1,000

Submittals are rated on a scale of 1 to 10 for each criterion, multiplied by the weighting factor, and summed to determine the total points.

INSTRUCTIONS REGARDING THE CONSULTANT EVALUATION FORM
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Form of Contract

Instructions: Check the box corresponding to the conditions of the form of contract. All objections or revisions must be stated. Proposed revisions will not be considered unless stated.

Strong objection by the ENGINEER to the contract provisions may be grounds for the VILLAGE to disqualify an ENGINEER from consideration for engineering services. However, the VILLAGE will consider modifications to contract language if deemed to be in the VILLAGE'S best interest.

Insurance

Instructions: Include a copy of the firm's Insurance Certificate of Coverage. If current insurance does not meet the limits per the Insurance paragraph of the General Provisions please detail the time frame to obtain the necessary coverage.

Litigation

Instructions: List any lawsuits filed against the firm, concerning any services rendered from January 1, 2005, to the present. Include case name, case number, court in which case was heard or filed, basis of lawsuit and outcome.

Sample

1.	Case Name	Naat Mi Fault vs. Hugh R. Charged, Ltd.
	Case #	05-345-67
	Court	21st Judicial Circuit, Hon Bea Cause Presiding
	Basis	Improper design resulting in localized flooding of park
	Outcome	Pending

INSTRUCTIONS REGARDING THE STATEMENT OF QUALIFICATIONS FORM
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Staffing

Instructions: Prepare a staffing form in a clear, concise and complete manner. Include all proposed staff. In the first column include the name and title of the proposed staff member. In the second column include the number of years of overall experience and the years with the firm. In the third column please indicate relevant project duties and responsibilities. Experience with IDOT District One or municipal clients is preferred. Include resumes if additional pertinent experience needs to be identified.

The VILLAGE is basing the selection of ENGINEERS in part on the proposed staff. ENGINEERS selected for a short list shall promptly notify the VILLAGE of changes in staff that affect the ENGINEER'S qualifications. This includes, but is not limited to, staff identified in the statement of qualifications. The VILLAGE expects the ENGINEER to utilize the identified staff in subsequent project proposals. For any contracts that may result, failure to utilize the staff identified in the applicable proposal may be grounds for the VILLAGE to terminate any agreements with the ENGINEER.

Sample

Name/Registration/ Title	Years of Exp./ @Firm	IDOT/Municipal Project Experience
Dewitt All, P.E./ Project Manager	18/8	Village of Glen Ellyn, Wingate Basin Improvements, Street Improvements, Pavement, Water main, Storm and Sanitary Sewer. Served as Project Manager. Managed in-house staff and three sub-consultants. Addressed Village concerns regarding storm water management issues.
D. L. Bert, P.E./ Senior Civil Engineer	8/4	Extensive roadway design experience particularly familiar with STP project requirements. Several IDOT, District 1 reconstruction projects, Design of Volk Brothers Subdivision CDBG Improvements in Oswego.
Anne Nuther, E.I. / Civil Engineer	3/3	Village of Lombard, Special Assessment 405, Street Improvements, Phase III construction observation: Performed day-to-day observation and documentation for residential subdivision reconstruction.

Experience

Instructions: Submit firm project experience in the format that follows. In row one, list the name of the project and the name of client. In row two prepare a brief but comprehensive description of the scope of services provided. Include the phases the services covered (I, II, III) and funding sources used on the project. A point of contact and telephone number must be included. Use only IDOT (District One and Three) or municipal projects under contract from January 1, 2008, to the present. Do not use projects prior to 2008. In row three indicate the staff assigned to the project. In row four indicate the actual or estimated cost of construction, year of construction (if applicable) and the firm's fee. Include any pertinent data to supplement the required information such as how the experience is relative to the target project.

Sample

Project / Client	First Street Reconstruction / Village of Lombard
Scope of Work / (Contractor) / Client POC	Complete reconstruction of two miles of residential streets. Included drainage structure replacement and subbase and subgrade evaluation. Phase II & III / E. Z. N. Cheep Construction, Addison, IL / Bob Katt, Civil Engineer (630) 620-6502
Project Team	Manny Hats, P.E. - Project Manager, Max Moment, E.I. - Design Engineer, Justin Stalled – Resident Engineer,
Construction Cost / Fee / Year	\$320,000 / \$65,000 / 2008

CONSULTANT EVALUATION FORM

(Complete one for each Short-List submittal)

Form of Contract

- The Form of Contract, as presented in the RFQ is acceptable and no modifications will be necessary.
- The Form of Contract, as presented in the RFQ is generally acceptable, but minor revisions will be necessary. A list of all proposed revisions is attached.
- Major modifications must be made to the Form of Contract before a contract can be signed. A list all proposed revisions is attached.

Insurance: Attach Certificate of Insurance to this page.

Litigation: Attach a table corresponding to the sample in the instructions.

STATEMENT OF QUALIFICATIONS FORM

(Complete one form per short list)

This Statement of Qualifications submittal is for:

Plan Review and Construction Inspection

Statement of Qualifications: Provide the ENGINEER'S qualifications as outlined in the instructions.

SUBMITTAL CERTIFICATION

The Statement of Qualifications Form must be signed by an authorized agent. If the ENGINEER is a corporation, the corporate seal must be affixed.

For proposals and contracts resulting from the utilization of short-lists developed from this portion of the selection process, the successful ENGINEER will be required to agree to and sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing.) They are provided for the ENGINEER'S information in Appendices 1 & 2.

My signature certifies that the Statement of Qualifications as submitted complies with all terms and conditions as set forth in the Request for Qualifications for Short-List for Engineering Services, and is a true and factual statement of the qualifications of this firm.

STATEMENT OF QUALIFICATIONS FORM (CONTINUED)

I/We hereby certify that I/We am/are authorized to sign as an agent(s) of the firm:

If an individual or partnership, all individual names of each partner shall be signed:

By: _____

Print Name: _____

Position/Title.....: _____

By: _____

Print Name: _____

Position/Title.....: _____

Company Name: _____

Address line 1: _____

Address line 2: _____

Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By: _____

Print Name: _____

Position/Title.....: _____

Company Name: _____

Address line 1: _____

Address line 2: _____

Telephone.....: _____

APPENDIX 1

VILLAGE OF OSWEGO CONTRACT (Sample Form)

CONTRACT DOCUMENT NUMBER (NUMBER)

This agreement is made this _____ day of _____, 20__, between and shall be binding upon the Village of Oswego, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and _____ hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

(The description of services is stated here)

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. (PROJECT) Request for Proposal consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. VILLAGE'S Request for Qualifications for Short-List for Engineering Services Dated October 31, 2014
 - c. ENGINEER'S Statement of Qualifications Dated _____
 - d. ENGINEER'S Proposal Dated _____
 - e. ENGINEER'S Work Effort and Fee submittal Dated _____
 - f. Minutes of Scope & Fee Negotiation Meeting and associated revised Scope of Work, Work Effort and Fee Dated _____
 - g. Required Certificates and Signatures and Certificate of Insurance
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.

3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Oswego, Illinois by Brian LeClercq, Village President, and the ENGINEER have hereunto set their hands this _____ day of _____ 20__.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Print Company Name

Accepted this _____ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF OSWEGO, ILLINOIS

Accepted this _____ day of _____, 20__.

Brian LeClercq, Village President

Attest:

Tina Touchette, Village Clerk

APPENDIX 2

VILLAGE OF OSWEGO ENGINEER'S CERTIFICATION (Sample Form)

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

(PROJECT) to the Village of Oswego, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/1-101 et seq.
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal **Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382** and State of Illinois Compiled Statutes, Chapter 30-580 and that _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
4. is in full compliance with the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 130/2.
5. to the fullest extent permitted by law, agrees to indemnify, defend, save and hold the VILLAGE, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of ENGINEER or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the ENGINEER, or sustained by any person or persons other than employees of ENGINEER, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this

section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnatee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

- 6. is not barred from working for the VILLAGE as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.
- 7. is eligible to work for the VILLAGE and is in full compliance with Title 1-16-16 of the Village Code.

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

APPENDIX 3

LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

(50 ILCS 505/1) (from Ch. 85, par. 5601)

Sec. 1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act". (Source: P.A. 84-731.)

(50 ILCS 505/2) (from Ch. 85, par. 5602)

Sec. 2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units. It shall not apply to the State or any office, officer, department, division, bureau, board, commission, university or similar agency of the State, except as provided in Section 7.

(Source: P.A. 85-1159.)

(50 ILCS 505/3) (from Ch. 85, par. 5603)

Sec. 3. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved. (Source: P.A. 94-972, eff. 7-1-07.)

(50 ILCS 505/4) (from Ch. 85, par. 5604)

Sec. 4. Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

(Source: P.A. 84-731.) (50 ILCS 505/5) (from Ch. 85, par. 5605)

Sec. 5. If the local governmental official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3, the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later. (Source: P.A. 84-731.)

(50 ILCS 505/6) (from Ch. 85, par. 5606)

Sec. 6. The time periods specified in Sections 3, 4 and 5, as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor or contractor. (Source: P.A. 87-773.)

(50 ILCS 505/7) (from Ch. 85, par. 5607)

Sec. 7. If the funds from which the local governmental official or agency is to pay for goods or

LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U. S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4 because of the failure of funds to be distributed from the State to the local governmental unit within the 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State. (Source: P.A. 85-1159.)

(50 ILCS 505/9) (from Ch. 85, par. 5609)

Sec. 9. Payments to subcontractors and material suppliers; failure to make timely payments; additional amount due. When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier their application less any retention. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. All interest payments received pursuant to Section 4 also shall be disbursed to subcontractors and material suppliers to whom payment has been delayed, on a pro rata basis. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials the contractor is rejecting or because the contractor has otherwise determined such areas are not suitable for payment, then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. (Source: P.A. 94-972, eff. 7-1-07.)
