REQUEST FOR QUALIFICATIONS
AND
FEE PROPOSAL

2017-RFQ-001

Professional Owner’s Representative/
Construction Management Services

Tinley Park
REQUEST FOR QUALIFICATIONS/FEES PROPOSAL:  
Owner’s Representative/Construction Management Services

1.0 REQUEST
The Village of Tinley Park ("Village") is seeking qualifications and related fee proposals for professional services from highly-qualified, architectural-engineering (AE), engineering-architectural (EA) and Construction Management (CM) firms to provide owner’s representative (OR) project management services to ensure timely, fiscally responsible, and successful completion of two fire stations. It is the intent of the Village to select a firm or firms that are not otherwise involved in the project’s design or construction to avoid any conflict of interest.

1.1 GENERAL QUALIFICATIONS
The prospective Owner’s Representative shall have particular expertise in owner’s representative/project management services to include particular experience with construction administration and management services in order to fully and properly act on the Village’s behalf in all activities related to oversight of the Project.

1.2 TERMS AND CONDITIONS
Attached hereto as Exhibit “A” is a draft agreement that will apply to all contracts awarded by the Village pursuant to this Request for Qualifications/Fee Proposal. This is for information only, is subject to change, and does not need to be completed or included in the response to the RFQ. Firms deemed qualified by the Village pursuant to this RFQ are not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place for the Project.

1.3 VILLAGE OF TINLEY PARK
The Village of Tinley Park has a current population of 56,703 per the 2010 decennial census (estimated 57,280 as of July 2014) and is located approximately 30 miles southwest of Chicago's Loop. The present incorporated boundary covers approximately 16 square miles and includes portions of Bremen, Orland, and Rich Townships in Cook County and Frankfort Township in Will County. The community is served by six (6) elementary school districts, four (4) high school districts, and four (4) junior college districts in addition to several parochial and private schools. Additionally, three (3) park districts provide recreational services to residents of the community depending on location. The Village is located near the intersections of two major interstate highways. Combined, Interstate 57 (north-south) and Interstate 80 (east-west) offer convenient access to the other Chicago metropolitan expressways and tollways and the rest of the nation. Daily commuter rail service to and from Chicago is provided by Metra (Metropolitan Rail Service of the Regional Transportation Authority). The Metra commuter rail service reaches downtown Chicago in approximately 50 minutes from two commuter stations located in Tinley Park.

The government has operated under the trustee-village form of government whereby a Village President (Mayor), Village Clerk, and six trustees are elected from the village at large on
overlapping four year terms. The Village Government has provided over one hundred twenty-two years of service to and for the community. Although primarily a residential community, the Village also has developed a diverse economic base with a variety of retail stores and shops, offices, light industry, and manufacturing.

1.4 General Project Description

The Village has completed the preliminary scope of work for this project. Fire Station 2 at 7825 W 167th Street and Fire Station 3 at 9191 W. 175th Street are the Fire Stations involved. The proposed project intends to increase the square footage of the apparatus bays, administrative and living areas at each fire station. The project will involve a complete removal of existing fire station(s) and rebuild at each location. The project is planned to occur sequentially beginning at Fire Station 2 then moving on to Fire Station 3.

1.5 Elements of Fire Stations

The Fire Stations are anticipated to be approximately 9,000 to 9,500 SF each in size and shall provide adequate and flexible space to accommodate the following uses:

Fire Station 2 (located at 7825 W. 167th Street)
  • 3 vehicle bays
  • Living quarters for 6

Parking
  • Accommodations for up to 13 staff members
  • Required ADA compliant parking
  • Exterior vehicle storage for fleet maintenance

Fire Station 3 (located at 9191 W. 175th Street)
  • 3 vehicle bays
  • Living quarters for 6

Parking
  • Accommodations for up to 13 staff members
  • Required ADA compliant parking
  • Exterior vehicle storage for fleet maintenance

The above general items are a basic summary of needs but a more detailed explanation of these needs and a final layout of the facility to support these functions will be required as part of the Preliminary Design Phase of the Project. A final site plan is also required as part of the Preliminary Design Phase.
1.6 GENERAL ROLES AND RESPONSIBILITIES

**Village (Owner):** The Village’s sole role is to act as owner of the Project and to ensure that its interests and rights are being protected through the assistance of the selected OR. The Village shall designate on-staff representatives authorized to act on the Village’s behalf as liaisons between the Village and the OR.

**Owner’s Representative (OR):** The selected OR shall act as the primary agent of the Village, acting as OR with respect to the Project, and shall ensure coordination of all activities, from the Village’s standpoint, required to properly execute the scope of work contained herein and in the contract documents. The OR provides comprehensive coordination of project activities to ensure that the discharge of responsibilities by the appropriate parties is executed in a manner that serves and protects the Village’s overall and best interest.

Acting as an extension of the Village's staff, the OR monitors and coordinates efforts of the Village on behalf of the Village, the Architect, the Geotechnical Engineer, and the Contractor in order to enable the Village to achieve maximum value for the funds expended. Initially, the OR will assist in drafting and creating Contract Documents for the architect and contractor. The OR will then monitor the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. The OR may also be required to assist the Village in selecting, retaining and coordinating the professional services of other special Owner’s Representatives and/or testing laboratories required for the Project.

**Contract Documents:** The complete body of documents governing execution and completion of the contract between the Village and the Architect and the Village and the Contractor, including but not limited to all drawings issued for construction, project manual(s), bidding & contract and general requirements and technical specifications including bidding requirements, sample forms, construction contract scope, general conditions and technical specifications, the accepted and executed request for proposal, bids, unit quantities/unit prices/schedule of values, accepted submittals/materials, manufacturer’s recommendations, maintenance logs and other similar operations and maintenance information, bonding/insurance commitments, currently accepted
construction contract schedule as well as all current Village approved and agreed upon modifications to the contracts that govern the Architect’s and Contractor’s execution of the Project.

**Contractor:** The entity or entities identified in the construction contract with the Village or its authorized representative to be solely responsible for and to act as facilitator of the complete and satisfactory construction of the Project. The selected Contractor shall be solely responsible for developing, procuring, coordinating, and executing all of his own activities including schedules, quality assurance, quality control, safety, licensing, labor, trades, materials, equipment, suppliers, vendors, shipping, and transportation, in addition to those of his subcontractors, to fully and successfully execute the project within currently approved time and budget constraints and per the contract documents. The Contractor shall have sole control over or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures and for safety precautions and programs in connection with the work. The Contractor shall be solely responsible for the Contractor’s schedule or failure to carry out the work in accordance with the contract documents.
2.0 General Scope Of Services

2.1. The OR will act as the primary agent and representative of the Village in order to help ensure that the Project is completed according to the Contract Documents within the currently approved project budget and schedule.

2.2. The OR will be responsible for assisting the Village with advising on and assisting with coordination of four primary phases including: 1) Pre-construction; 2) Design; 3) Construction; 4) Post Construction/Project Closeout.

2.3. The OR shall establish and implement procedures for, and maintain coordination or activities and communication on behalf of the Village and between the Village, the Architect, Engineers, and the Contractor.

2.4. Pre-Construction Services:
   a. Review annual budget items to assist Village in prioritizing these items and refining item budget cost estimates.
   b. Identify for the Village a list of Project Consultant professionals required to develop the Project that have not already been envisioned.
   c. Develop an initial Project development schedule describing the steps and duration of the major tasks required to develop the Project.
   d. Identify other parameters, such as code, zoning, land use or other such restrictions, which have a potential impact on the design development or construction of the Project.
   e. Work with Project Architect to refine the current Project program and master plan.
   f. Review and refine the preliminary Project budget outlining the expected costs to develop the Project.
   g. Develop the organizational structure of the development team, establish responsibilities and line of authority and establish communication procedures to be used throughout the development process.

2.5. Design Completion Phase:
   a. Manage the design and development team (including, without limitation, the Project Architect and all Project Owners Representatives) throughout the entire documentation process to ensure adherence to the approved program, budget, and schedule.
   b. Provide periodic review of design documents for completeness, feasibility, constructability, and appropriateness of building systems and materials.
   c. Provide periodic budget checks throughout the design process and cost estimating for all components of the Project, and propose and review value engineering alternates required to maintain the Project budget.
   d. Recommend any design changes required to maintain the Project budget.
   e. Identify required site studies, such as soil and environmental reports, necessary to design and obtain construction permits for the Project.
   f. Assist the Village, Project Architect and/or Contractor in the review of the Project with code officials and submission of the Project to obtain required building permits.
   g. Work with the Project Architect and Village staff to prepare bid packages.
h. Review contractor submittals and make recommendations. Assist the Village with negotiating the contractor contracts and Project Architect contract if project delivery method requires this action.

i. Develop and manage a Project accounting process to include receipt and review of all Project related invoices and payment applications, and assembly of such documents into a monthly draw package. Submit this package to the Village with recommendation for payment and manage and/or monitor payment by the Village.

j. Establish and monitor any FF&E delivery/procurement process with Village staff for adherence to the approved Project budget and schedule.

k. Maintain Project records and Project communication procedures throughout the development process.

l. Provide advice on selection of Project Consultants.

2.6. Construction Phase:

a. Provide on-site representation throughout the entire construction process as the Village’s representative.

b. Monitor the development and maintenance of the construction schedule by the Contractor(s), and maintain and update the overall project schedule as necessary.

c. Conduct regular on-site meetings with the Contractor(s), Project Architect, and other appropriate development team members (including, without limitation, the Project Owners Representatives) to coordinate and maintain the construction process.

d. Review and coordinate all Requests for Information from the Contractor(s) for timely response by the Project Architect. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.

e. Review all invoices and applications for payment from the Contractor(s) and design team and include all approved requests in the monthly draw package to be submitted to the Village for payment.

f. Provide a monthly report to the Village that summarizes the status of the Project costs and schedule.

g. Review change proposals submitted by the Contractor(s) for appropriateness and accuracy and recommend acceptance and/or payment of such changes to the Village.

h. Monitor the submission of shop drawings and product samples by the Contractor(s) and response and review by the Project Architect for timeliness and appropriateness.

i. Monitor the procurement, warehousing, delivery, and installation of any FF&E with Village staff and associated vendors and contractors to ensure timeliness.

j. Develop with the design team and Contractor the construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.

k. Monitor the acquisition of all government approvals, by the Contractor, required to receive all requisite certificates of occupancy, including, without limitation, all site plans, special exception, subdivision, zoning, and other land use approvals.

l. Maintain all Project records throughout the construction process.

m. Coordinate with third-party insurance and risk management Owners Representatives and monitor compliance with insurance requirements by the Contractor, Project Architect, and Project Owners Representatives.
n. Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to engagement of a lawyer to handle the matter (excluding legal advice and arbitration and litigation support).

o. Recommend appropriate levels of contingency to carry during all phases of the Project.

2.7. Post-Construction Phase:

a. Assist the Contractor(s) and Village in conducting all move-in operations, equipment demonstrations and training, system start-ups and testing, and other transitional requirements.

b. Manage the close-out of the construction contract; punch list completion and receipt of documentation of all final lien waivers and other close-out documents, such as as-built surveys.

c. Close out the Project accounting and provide the final status of the Project budget.

d. Obtain on behalf of Village, and turn over to operations all keys, manuals, plans, and specifications, and all product and warranty information pertaining to the Project.
3.0 **QUANTITY AND FORMAT**

Ten (10) copies of proposer’s statement of qualifications in an 8 1/2 x 11 format and one (1) compact disk or flash drive with all information contained on it shall be submitted. All submitted information shall be organized generally as listed below. There is not a minimum or maximum page limitation but information should be kept directly relevant and succinct.

- Cover letter (optional)
- Understanding of Project and Project Approach
- Relevant project qualifications and experience as a firm
- Key staff/sub-Consultant qualifications and relevant experience
- Statement that the Terms and Conditions attached hereto as Exhibit “A” are acceptable for inclusion in the general contract form
- Summary statement (optional)
- Summary of hourly rates by key position and proposed method of billing for the Project
- Fee Proposal (in separately sealed envelope, hard copy format only, one copy will be sufficient)

3.1 **UNDERSTANDING OF PROJECT AND PROJECT APPROACH**

The understanding of Project and Project Approach section shall summarize the Consultant’s understanding of the scope of service requirements and allows the Consultant to add any additional information which the Consultant believes may help the Village determine that the Consultant fully understands the Project and the needs of the Village and to help the Village determine the best overall qualified Consultant.

3.2 **RELEVANT PROJECT QUALIFICATION AND EXPERIENCE AS A FIRM**

The Consultant’s relevant experience shall be provided as part of the response. The Consultant shall provide adequate information to show that the firm has particular expertise in assisting Municipalities with the design and construction management of multiple use public safety facilities.

The Consultant is encouraged to provide a short project synopsis of relevant and similar projects and a photo, if appropriate, of previously completed facilities. The client/reference contact information for the relevant projects should be provided in this section of the response for each similar project.

3.3 **KEY STAFF/SUB-CONSULTANT QUALIFICATIONS AND RELEVANT EXPERIENCE**

The Consultant shall include proposed key positions, proposed staff to fill these key positions, and sub-Consultant credentials/qualifications.

3.4 **SUMMARY OF HOURLY RATES FOR KEY PERSONNEL AND METHOD OF BILLING**

The Consultant is to provide a summary of the key positions that will be assigned to the project and should provide the proposed hourly rates for each of the key billing categories. The Consultant is
also requested to provide a summary of the proposed method of billing for the project (lump sum, cost plus with not-to-exceed limit, hourly, etc.).

3.5 PROPOSAL SUMMARY

A summary statement is optional but can be included to help the Village select the best overall qualified Consultant.

3.6 FEE PROPOSAL

This part of the proposal shall be submitted only in hard-copy format in a separately sealed envelope. It shall include the Consultant’s detailed cost estimate to furnish the services required to complete this project.

The separate fee proposal will not be used in the initial evaluation of proposals leading to the selection of the top candidate, and will not be opened until evaluations have been completed. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee.

Should the evaluation process not result in a clear choice as to the top rated Consultant, the fee proposal will be used to assist the selection committee in determining its final recommendation. If the Village is unsuccessful in reaching a contract agreement with the top rated firm, negotiations will cease and the second rated firm will be invited to negotiate with the Village. The Village reserves the right to reject any and all proposals, and to solicit additional proposals.

All proposed fees shall be on a “not-to-exceed” basis “without prior written approval from the Village.” Fees for scope of services shall be provided per each scope of service phase and for each proposed staff person, respective number of hours, total fee per staff member, total fee for the phase. A total fee for all the tasks shall be provided to include reimbursable non-direct expenses executed on behalf of the Village in order to execute the contract.

Additional Services: The Consultant shall provide hourly fees per staff member should additional services be requested and approved by the Village for each proposed staff member.

3.7 PROPOSED SCHEDULE

<table>
<thead>
<tr>
<th>Process</th>
<th>Date</th>
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<tr>
<td>Issue RFQ</td>
<td>December 23, 2016</td>
</tr>
<tr>
<td>Proposal Submission</td>
<td>January 30, 2017</td>
</tr>
<tr>
<td>RFQ Reviews by Staff</td>
<td>February, 2017</td>
</tr>
<tr>
<td>Firm recommendation to Public Safety Committee</td>
<td>February, 2017</td>
</tr>
<tr>
<td>Contract Approval with selected Firm</td>
<td>February / March, 2017</td>
</tr>
</tbody>
</table>

The above schedule is a guide only and may be amended from time to time as necessary.

3.8 DEADLINE AND PROPOSAL DISPOSITION

Completed proposals shall be due **NOT LATER than 5:00 PM on January 30, 2017.**
All submittals shall become the property of the Village of Tinley Park. Proposals shall be submitted to:

John Urbanski  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477  
708-444-5594

Any questions during the period of development of Consultant’s response should be directed to Assistant Public Works Director, John Urbanski, in writing at jurbanski@tinleypark.org.

4.0 **Three Step Selection Process**

The selection process to determine the successful Consultant will be determined by the following three-step process.

**Step One:** Submitted qualifications will be distributed to members of a selection committee for review. The committee will evaluate and rank the submittals based on the following factors.

- Overall content and responsiveness this this Request for Qualifications/Fee Proposal – 10%
- Qualifications and relevant experience of the firm – 10%
- Qualifications and relevant experience of the personnel assigned to the project – 25%
- Demonstrated ability to work with municipal agencies – 25%
- Demonstrated performance on past projects – 30%

**Step Two:** The committee may conduct interviews with two or more of the top-ranked Consultants determined from Step One to get a more comprehensive view of qualifications.

**Step Three:** After the interview process in Step Two (if conducted), the Village will select the top ranked Consultant and open the fee proposal. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee.

Should the evaluation process not result in a clear choice as to the top rated Consultant, the fee proposal may be used to assist the selection committee in determining its final recommendation. If the Village is unsuccessful in reaching a contract agreement with the top rated firm, negotiations may cease and the second rated firm may be invited to negotiate with the Village. The Village reserves the right to reject any and all proposals, to solicit additional proposals, and make any additional decisions that are deemed to be in the best interest of the Village.
VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, a Illinois home-rule municipal corporation (the “Village”), and Contractor (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed ($), and 00/100 Dollars ($). Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

5. Time is of the essence on this Contract. The Contractor shall complete all work under this Contract by the dates set forth below:

6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the Village without paying the tax on the materials at the time
of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act. If this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)  Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)  Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)  Submitted by (signature)

Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)  Submitted by (signature)

Title

Title
VILLAGE OF TINLEY PARK

BY: ___________________________ ___________________________
    David G. Seaman, Mayor
    (required if Contract is $10,000 or more)
    Date

ATTEST:

______________________________ ___________________________
Village Clerk
(required if Contract is $10,000 or more)
Date

VILLAGE OF TINLEY PARK

BY: ___________________________ Date
    Village Manager
Exhibit A

SCOPE OF SERVICES
Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)
**Certificate of Liability Insurance**

**Certification**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Insurers**

- **Insurer A:** Hartford Casualty Insurance Co
- **Insurer B:** The Hartford
- **Insurer C:** Hartford Fire Ins. Co

**Coverages**

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<tr>
<th>Type of Insurance</th>
<th>Sublimit</th>
<th>Policy Number</th>
<th>Policy Exp. (MM/DD/YYYY)</th>
<th>Policy Eff. (MM/DD/YYYY)</th>
<th>Policy Limits</th>
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<tr>
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<td>Claims-Made</td>
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<td>10/01/2016</td>
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<td><strong>Umbrella Liability</strong></td>
<td>X Occur</td>
<td>Claims-Made</td>
<td>10/01/2015</td>
<td>10/01/2016</td>
<td>$4,000,000 Each Occurrence</td>
</tr>
<tr>
<td><strong>Workers’ Compensation and Employers’ Liability</strong></td>
<td>IN</td>
<td>YN</td>
<td>10/01/2015</td>
<td>10/01/2016</td>
<td>E.L. Each Accident $1,000,000</td>
</tr>
<tr>
<td><strong>Professional E&amp;O</strong></td>
<td></td>
<td>Occur/Aggregate</td>
<td>10/01/2015</td>
<td>10/01/2016</td>
<td>$1,000,000 E.L. Disease - EA Employed</td>
</tr>
<tr>
<td><strong>Cancelling Policies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certificate Holder**

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, IL 60477-1628

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

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RFI 1: Exhibit A & B

Q: “I downloaded the RFQ and it refers to a couple of attachments (Exhibit A&B), but there was no content to these attachments.”

A: “Exhibit A” is the insert location of your firm’s scope of services at the time of contract with the selected company.

“Exhibit B” is the insert location of your firm’s insurance documents into the final contract. Village of Tinley Park requires a $1 million minimum liability umbrella for these services. An example of insurance requirements will be placed on the village web site.

RFI 2: Owners Representative / Construction Manager

Q: “We wanted to clarify that what the village is looking for is an Owner’s Representative and not a Construction Manager. The phrasing used seemed to go both ways. For instance, if the company selected in this role would be expected to solicit bids and hire a General Contractor, which would clearly, be an OR with more of an advisory role. If the company hired was to develop scopes of work for trade/subcontractors bidding and hiring, which would lean more towards CM with a controlling interest in the construction work.”

A: The RFQ as specified is requesting an all-encompassing Owner’s Representative with the ability to assist with Construction/Project Management. The expectation of the RFQ is to produce a firm that has extensive experience and capabilities in all aspects which would possibly encompass multiple aspects with a single contract. Obviously, we are looking for a professional with the village’s best interest in mind every step of the way including the design, bidding and construction process. The Village will look for assistance with recommendations regarding concerns during design phase and assure that they are included in the final bid documents and assist with selection of contractors during the bid process.

*For further clarification please see attached 2017-RFQ-001 Organizational Chart*

RFI 3: Project Dates

Q: “I noticed the dates for submission and approval, however, I was hoping to get the anticipated project start and completion dates.”

A: The project dates have not been determined and will be reflective of Architect/Engineer and contractor responsiveness. Project schedule would be one of the requirements of the awarded Construction Manager to propose and administer as approved.
→ RFI 4: Architect

Q: “Has an Architect or General Contractor been selected for the project?”

A: The Village has had multiple conversations with different architectural firms regarding “conceptual” designs. Up to date, the Village has not placed any other RFQ/RFPs out for this project with the understanding the selected firm from this RFQ would assist with the possible issuing a future RFP for A/E services and coordinate efforts determining those best selected providers of service.

→ RFI 5: Budget

Q: “Is there an estimated budget established for each station?”

A: The Village will share budgetary information with the selected vendor of this RFQ.

→ RFI 6: LEED

Q: “Will this be a LEED project?”

A: At this time the Village has not shown any interest in following the criteria to establish this project as a LEED facility.

→ RFI 7: Site Visits

Q: “I would like to schedule a time to meet with you or the Chief to better understand the existing stations and Village’s specific needs. A tour/site visit to better understand the current operations would be helpful”

A: To not allow one professional any “upper hand” over another, the Village will not schedule individual meetings or site visits at this time. As the site is considered public property, we cannot restrict any exterior viewing of the current facility but in respect of emergency service operations we request that any prospective bidders do not attempt to request access from the employees at the stations. Extensive site visits will be conducted with the selected firm.

→ RFI 7: Previous ORs

Q: “Does the Village have a previous relationship with or used an Owner’s Rep. on other projects?”

A: The Village has utilized outside construction consultants in different capacities for past projects. It is the request of the current Village Board to contract with a single firm with the capacity of an all-encompassing Owner’s Representative which would include the same SOW as seen with Construction Managers.
RFI 8: Relocation of Existing Fire Personnel

Q: "Assuming interim/temporary relocations for the existing station personnel and equipment will be necessary, how will that be handled and what role will the OR have in that process?"

A: It is the view of the Fire Department that the OR/CM should have minimal or no requirements to be responsible for the understanding of the required operational necessities of the department. Therefore, any relocation of personnel and/or manpower will be solely handled by the fire department management.