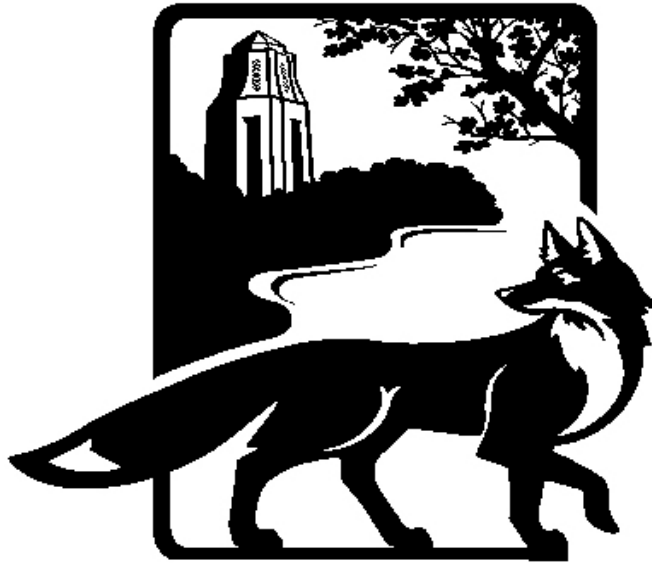


CITY OF ST. CHARLES, ILLINOIS



**ST. CHARLES**  
S I N C E 1 8 3 4

**Department of Public Works – Environmental Services  
Request for Statement Qualifications & Proposal:**

**Design, Bid and Construction Engineering**

**Country Club Lift Station Replacement Project**

**August 1, 2019**

REQUEST FOR STATEMENT OF QUALIFICATIONS AND  
PROPOSAL For  
City of St. Charles Design, Bid and Construction Engineering for  
Country Club Lift Station Replacement Project

**Brief Description:** Planning, design, bidding and construction engineering services for the Country Club Lift Station Replacement project.

**Targeted Timeframe (subject to change without notice)**

<b>STEP 1: REQUEST FOR QUALIFICATIONS</b>			
RFQ / P published at	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	Monday	08/05/2019
Optional Pre-Submittal Site Visit	<a href="#">St Charles Country Club - 1270 Country Club Road, St Charles IL 60174</a>	10:00 AM Monday	08/12/2019
Questions due prior to	<a href="mailto:twilson@stcharlesil.gov">twilson@stcharlesil.gov</a>	2:00 pm Monday	08/19/2019
Answers published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	Wednesday	08/21/2019
Responses due prior to	reference sealed RFQ label	2:00 pm Monday	08/26/2019
A list of Proposers will be published on the city website.			
Discussions/Interviews to Clarify Project Approach	notification via e-mail	Week of	August 26th
<b>STEP 2: FINAL PROPOSAL NEGOTIATE</b>			
Set Meeting for Scope and project review for final proposal contract	<a href="mailto:twilson@stcharlesil.gov">twilson@stcharlesil.gov</a>	Friday	September 3rd
Submittal of Final Project Documents and Fees for City Review	<a href="mailto:twilson@stcharlesil.gov">twilson@stcharlesil.gov</a>	Monday	September 9th
Determination of Award –or- ITN for next ranked firm		Friday	September 13 <sup>th</sup>
Projected Award to Engineering Design	Government Service Committee meeting	Monday	Sept 23,2019

**Proposed Project Schedule (subject to change without notice)**

**RFQ / Proposal shall be submitted to:** City of St. Charles  
Public Works Building  
2<sup>nd</sup> Floor Administrative Area  
1405 S. 7<sup>th</sup> Avenue  
St Charles, Illinois 60174  
Attn: Tim Wilson, Environmental Services Manager

**Number of Copies:** (2) Copies of Paper RFQ,  
(1) Digital PDF Copy of the RFQ  
(1) Paper Coy in Sealed Proposal in a second sealed envelope with provided *Customized Label for Sealed Proposal*

Any Proposal submitted unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter. The City of St. Charles reserves the right to reject any and all submittals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the City. Submittals will not be opened in a public forum.

## **Section A: Brief Description of Scope of Work:**

### **General:**

The City of St. Charles is requesting invitation to provide statement of qualifications and a sealed proposal fees for design, bid and construction oversight engineering of the Country Club Lift Station Replacement Project.

Any questions shall be submitted by 2:00 pm Monday 08/19/2019 to Tim Wilson via e-mail:

Email: [twilson@stcharlesil.gov](mailto:twilson@stcharlesil.gov)

Answers will be published at <https://www.stcharlesil.gov/bids-proposals> by Wednesday 08/21/2019.

### **Project Brief Description:**

In 2015, Trotter and Associates, Inc. completed a Facility Plan which included a summary of the City's wastewater infrastructure, including the sixteen lift stations. The 2015 Facility Plan Update identified four of the City's lift stations for rehabilitation or replacement due to condition and age.

Country Club Lift Station was constructed in 1988 when the St. Charles Country Club moved its clubhouse to the east side of Illinois Route 25. The lift station serves only the Country Club and is located in the southeast portion of the club house parking lot. The 4-inch force main discharges to the collection system at the intersection of Persimmon Drive and Country Club Road. From there, the flow is tributary to the East Side Lift Station. Overall the station has two pumps currently rated at a capacity of 80 GPM.

The lift station was recently equipped with a new generator. The existing wet well cover is fiberglass and has deteriorated from exposure to ultraviolet sunlight. A new cover is highly recommended for safety and liability purposes. The valve vault is unusually shallow and routinely fills with ground water. Standing water has been noted by the staff in the valve vault above the piping. As a result, maintenance requires installation of a sump pump prior to access and working room is limited.

Country Club Lift Station is one of the older lift stations in the system. The nature of the influent and the age of the pumps have resulted in increased maintenance time and expense. There are rags and large amounts of grease sent to the station from the Country Club kitchens, which have constricted the collection system upstream of this lift station and affected equipment and the discharge force main as well.

The proposed improvements include replacement of the lift station with a single wet well valve vault configuration. The station is located adjacent to the main parking lot of the country club and will require close coordination with both City Staff and the Country Club administration.

## **Phase I – Design Engineering**

### **Proposal Design Expectations**

- The selected Engineering firm will be required to work with Concentric Integration on the SCADA specifications and design. Concentric will provide guidelines on how the lift station will be integrated into the City's SCADA system.
- The City has completed landscaping master plan for this site. The selected Engineer firm will be required to incorporate the landscaping design and specification from Hitchcock Design Group.
- Preliminary Engineering Report
- Note the city has already been pre-approved by the IEPA for a low interest loan
- Preparation any additional of IEPA Low Interest Loan Applications
- Prepare and Submit Low Interest Loan Pre-Application
- Develop and submit planning documents as required by the IEPA
- Complete necessary documents for the IEPA for City's approval and signatures.
- Act as liaison between the IEPA Project Manager and the City to address the IEPA Low Interest Loan package review comments and correspondence.
- Incorporate IEPA required contract documents into the project specifications.

### **Preliminary Design Phase**

- Meet with City Staff on a monthly basis to determine design layout details for the project.
- Topographic survey and base sheet development.
- Make necessary field surveys and topographic for design purposes.
- Make measured drawings of and investigate existing conditions or facilities, or to verify the accuracy of as-built drawings or other information furnished by the City.
- Investigate any easements for current lift station and associated piping. Aid in obtain a permanent and construction easements for the lift station site and outlet piping.
- Meet with the City and Country Club to determine their needs and expectation of site construction
- Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services. Specifically assist the City with requirements for soil borings at the wet well location and coordinate this work.
- Prepare Preliminary Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed project. Include the following but is not limited to these drawings:
  - I. Cover Sheet
  - II. General Construction Details and Notes
  - III. 50% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
  - IV. 50% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
  - V. 50% Process drawings including bypass pumping plan and details if applicable.
- Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer
- Meet with City Staff to discuss preliminary design and opinion of probable cost.

- Provide workforce estimate and fee summary for Preliminary Design and EPA loan filing

### **Final Design Phase**

- Permit design documents. Prepare Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed project. Include the following but is not limited to these drawings:
  - I. Cover Sheet
  - II. General Construction Details and Notes
  - III. 90% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
  - IV. 90% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
  - V. 90% Process drawings including bypass pumping plan and details if applicable.
  - VI. 90% Project specifications with all process equipment selected in accordance with the 32 / 64 Division CSI Format.
  - VII. Submit engineering plans and specifications to Illinois EPA for construct and operate permit.
  - VIII. Easement sheets
    - IX. Incorporate City predesigned landscaping plan for site
    - X. Submit Kane County Stormwater Permit if applicable.
    - XI. Obtain Right of Way Easement for improvements if necessary.
- Prepare an updated opinion of probable cost, based on the Final Engineering Plans.
- Meet with City Staff to discuss 90% design and opinion of probable cost.
- Meet with City and Country club staff to discuss construction time-line and coordination
- Final design documents. Prepare Engineering Plans for bidding that show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed lift station replacement.

#### ***Not Included in the Design Fees of Services:***

- Soils Analysis for CCDD Forms
- Soils Borings

### **Phase II Bidding and Negotiation**

- Prepare for review and approval by City, contract agreement forms, general conditions and supplemental general conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- Attend a pre-bid meeting with City and prospective bidders.
- Respond to questions about bid documents. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- Attend bid opening, prepare bid tabulation, and assist the City in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts.
- Furnish and supply drawings and project specification copies as required.

### **Phase III Construction Engineering Oversight & Project Closeout**

- Consult with the City and act as the City's representative during execution of construction

- Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the Project Engineer in extensive observation of Contractor's work. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
  - Make visits to the Site at intervals appropriate to the various stages of construction, as Project Engineer and City Staff deems necessary. Such visits and observations by Project Engineer, and the Resident Project Representative, intended to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Project Engineers exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, Project Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Project Engineer shall keep City staff informed of the progress of the Work.
- Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction
- Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as and experienced and qualified design professional the progress and quality of the Work.
- Project coordination and management:
  - Prepare and participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  - Recommend to the City, if necessary, that Contractor's work be disapproved and rejected while it is in progress.
  - Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
  - Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
  - Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents
  - Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
  - Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
  - Provide weekly reports including photos to City staff on status of construction, hours spent on site.
  - Schedule and conduct construction meetings every other week during construction phase.
- As appropriate, establish baselines and benchmarks for locating the work, which in Engineer's judgment are necessary to enable Contractor to proceed.
- Prepare to the City Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- Receive and review maintenance and operating instructions, schedules, warranties, and guarantees
- Receive bonds, certificates, or other evidence of insurance not previously submitted and

required by the Contract Document's, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents to the City.

- Coordinate and supply the City with the proper Contractor's Completion Documents
- Coordinate and supply the City with the final IEPA loan close-out documents.
  - Preparation of operation and maintenance manuals and transmit these documents to the City.

**Fees of Service:**

The fee for this work will be established as an hourly "not to exceed" fee for each phase, based on the attached hourly rates. The actual amount invoiced will be based on the level of effort required, but we will not exceed the budget without your prior approval. Reimbursable expenses, such as mileage, printing, postage, etc., will be billed to you at our direct cost and will not exceed a budget of \$1000 for the entire project.

**Provide a Project Schedule:**

The proposed project schedule is should be submitted as part of the statement of qualifications. Due to the complexity of the Country Club administration and EPA funding; the actual schedule will be provided by the firm awarded with the project design. The City would like to start the Design kick-off meeting by October 2019.

<b><u>Task</u></b>	<b><u>Anticipated Dates</u></b>
Design Kick-off meeting with staff	October 2019
Submit Preliminary Engineering Report	TBD
Submit Low Interest Loan Application	
Preliminary Engineering Submittal	
Preliminary Design Review Meeting	
IEPA Permit Application Submittal	
Final Engineering Submittal	
Advertisement to Bid Published	
Construction Bid Opening	
Construction Bid Award	
Commence Construction	
Substantial Completion	
Final Completion	

## **Section B : Submittal Instruction and General Selection Process**

### **Solicitation Process**

Due to the funding source of this project being the water pollution control loan program, the selection process will follow the required EPA guidelines for professional services selection as stated under IEPA Title 35 Section 602(b)(14).

New contracts, significant contract amendments, and contract renewals initiated on or after the effective date of October 1, 2014 are subject to this requirement. Qualifications-Based Selection (QBS) is a competitive procurement process whereby consulting firms submit qualifications for evaluation. The most qualified firm is selected and then negotiates the project scope of work, schedule, budget, and fee. The steps below must be followed in order to comply with the QBS process. The steps are based on USC Part 40 Chapter 11. Language from USC Title 40 Chapter 11 can be found at the end of this document.

### **Proposal Cost (Second Envelope)**

- The proposed cost is required to be submitted at the same time as the statement of qualification. But the proposal shall be in a second sealed envelope with the City provided ***Customized Label for Seal Proposal***, shall be taped to the proposal envelope. After the qualifications are scored by city staff only the proposal envelopes of the top firm will be opened.

Unless otherwise directed by the City the following general procedures are used in the selection of vendors to provide professional services:

### **QBS Step 1 – Selection Procedure**

1. The City issues a request for qualifications (RFQ) based on the scope of work.
2. Statements of qualifications based on standard, publicly available criteria are evaluated by City Staff
3. A list of the most qualified firms is established by City Staff
4. Discussions are conducted with highest ranking firm, and the firms are ranked according to qualifications by a Public Works Selection Team.

### **QBS Step 2 – Negotiating a Contract**

1. The City selects the most qualified firm and negotiations on the proposal cost begin.
2. If the proposed fee is fair and reasonable, a contract is awarded. In determining fair and reasonable cost, scope, complexity, professional nature, and estimated value of services should be considered.
3. If an agreement cannot be reached with the top-ranked firm, negotiations are terminated and the process begins with the next-most-qualified firm. This process continues until an agreement is reached.

### **Authority:**

This Request for Qualifications is issued pursuant to applicable provisions of the City of St. Charles. Responses to this RFQ shall be opened in private by City officials to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.

### **Incurred Costs:**

The City of St. Charles will not be liable in any way for any costs incurred by respondents in replying to this RFQ.



### **Investigation & Optional Pre-submittal meeting**

Consultants are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of this Request for Qualifications, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation

The City will hold one optional pre-submittal meeting for prospective applicants. This meeting will be conducted on **08-12-2019 at 10:00 AM**. No additional site visits with city staff will be allowed.

### **Minimum Firm and Project Manager Requirements**

The successful firm and its project manager will have a minimum of five years of related experience, experience working with municipal and regulatory agencies, ability to provide project leadership in areas such as, but not limited to; project management, direction in value engineering, conducting productive meetings, maintaining detailed records of the process and keeping the project on schedule.

### **Submittals**

1. Submittals must be structured as stated in Section B Submittal Forms and Content.
2. Submittals must include information identified in Section A Scope of Services.
3. Delivery of qualifications is acceptance of the City's Contract for Professional Services. Firms offering terms and conditions contrary to those specified may be considered non-responsive.
4. The receipt of firms submitting Qualifications may be published on the city website.
5. The findings of firms submitting Qualifications will not be published.
6. The city will not be liable in any way for any costs incurred by firms responding to this request.
7. The city shall receive 2 written copies and 1 digital PDF of qualifications. Documents should not utilize papers larger than 8.5 X 11. The total length of the document should be no more than 20 pages. The qualifications should include:
  - lift station references from past and present clients,
  - similar experience,
  - the names and background of project personnel,
  - a narrative or work plan describing their approach to the specific project,
  - proposed work schedule
  - additional project task schedule (as applicable).
8. Additional City Document Requirements for RFQ Submittal
  - ***Customized Label for Seal RFQ submittal*** will be taped to the sealed envelope containing project RFQ Submittal.
  - ***Response Cover Page*** will be ***page 1*** of your submittal
  - ***Response Signature Page*** will be ***page 2*** of your submittal
  - ***Certification of Compliance*** will be ***page 3*** of your submittal
9. Within a second sealed envelope, the city shall receive 1 written copies of the initial proposal cost. Documents should not utilize papers larger than 8.5 X 11. The total length of the document should be no more than 10 pages. The proposal should include
  - ***Customized Label for Seal Proposal submittal*** will be taped to the second sealed envelope containing project proposal cost.
  - Engineering cost including projected hours for each phase as describe in Section A Scope of Services.
  - Earned value chart or statement for the entire project length.

### **Evaluation of Qualifications**

Stage I: Qualification will be reviewed for compliance, and if compliant, will be deemed responsive.

Stage II: Qualifications will be reviewed, and if qualified, will be deemed responsible.

Stage III: Qualification deemed both Responsive and Responsible will be reviewed by an evaluation committee.

### **Evaluation Process**

- The evaluation team is composed of City staff and others as required.
- The evaluation team will review and rank all qualifications based on weighted requirements.
- The highest ranked firms may be invited for a follow-up interview. The City does not intend to interview all submitters.
- All consultants are advised that in the event of receipt of an adequate number of submittals, which in the opinion of the City require no clarification and/or supplementary information, such submittals may be evaluated without discussion.
- The City may conduct discussions with any consultants who submit an acceptable or potentially acceptable proposal. Consultants shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of submittals. During the course of such discussions and evaluation. The City shall not disclose any information derived from one proposal to any other consultants.
- The City reserves the right to request the consultants to provide additional information during this process.
- Interviews may be conducted by the top firm. Said firms may be required to submit additional data during the interview process.
- The city reserves the right to not qualify a firm in whole or in part according to the best interests of the City.

### **Fees :**

- Will be submitted in a second sealed envelope separated from the Request for Qualifications. Fees will be addressed during the Negotiation phase.

### **Basis of Award:**

- While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of firms, and to establish a ranking, the final decision will be a business decision by the City and will not be based solely on a numerical score.
- The City may negotiate terms, conditions, and fees with one or more consultants
- A tour of similar projects within a 200 miles radius of the City of St Charles, maybe requested by the top firm. When requested by the city, this tour should be coordinated by the submitting firm.
- A decision to qualify a firm does not guarantee future work.
- The Engineering firm will be required to submit their standard contract.
- This contract will be reviewed by the City attorney; any required changes will be required prior to submittal to City Council for final approval process.
- The City selects the qualifications which are in the best interest of the City. A recommendation for award is presented to city council.
- Upon approval the firm will be awarded the work via signed contract and purchase order.

### **Confidential Information**

Proposals are subject to Illinois State FOIA requirements including the following exemptions:

- a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
- b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.

Proposers considering requests to be proprietary and confidential should submit an additional redacted submittal. Failure to do so may result in information becoming available to the public.

## C. **Special Terms and Conditions:**

### Negotiations:

The City of St. Charles reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFQ. The City may require the RFQ and the consultants' entire submittal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the consultants during discussions or negotiations will be held by the City of St. Charles as contractually binding on the successful consultants.

### Confidentiality:

The City shall examine the submittals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the consultants pertaining to this RFQ will be considered public information and will be made available for inspection, unless otherwise determined by the City. All data, documentation and innovations developed as a result of these contractual services shall become the property

### Reserved Rights:

The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFQ, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all submittals, to supplement, add to, delete from, or otherwise change this RFQ if conditions dictate. The City may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those consultants it determines shall provide the most advantageous services to the City, and to negotiate with one or more Respondents acceptable to the City.

### Consulting Engineer Responsibilities:

The selected Consulting Engineer will be required to assume responsibility for all services offered in this proposal. The City will consider the selected Consulting Engineer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the City of St. Charles.

### Termination for Lack of Funding:

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the Consulting Engineer, in the event that sufficient funds to complete the contract are not appropriated by the City of St. Charles; provided that in the event of such termination, the Consulting Engineer shall be paid promptly for all services rendered by the Consulting Engineer through the effective date of termination.

### Addenda:

Addenda are written instruments issued by the City prior to the date of receipt of submittals, which modify or interpret the RFQ by addition, deletions, clarifications or corrections.

Prior to the receipt of submittals, addenda shall be distributed to all who are known to have received a complete RFP

After receipt of submittals, addenda shall be distributed only to applicants who submitted submittals, and those consultants shall be permitted to submit new or amended submittals as detailed within the addenda.

Each consultant shall ascertain, prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such consultants has

received all addenda and that the consultants is familiar with the terms thereof and understands fully the contents of the addenda.


Changes in Scope

Unless otherwise agreed by the City in the original contract for professional services, any change in scope of services that increases the agreed contract price for professional or the aggregate of services and / or for costs to be expended by the professional in an amount in excess of \$25,000 must be approved by the City of St. Charles city council. Any change in the scope of services that increases the agreed contract price for professional services and / or for costs to be expended by the professional in the amount of \$20,000 or less or the aggregate of, may be approved by City of St. Charles staff.

Invoicing Requirements

Unless otherwise agreed by the City in the original contract for professional services, all invoices for professional services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual broken down into hour, with a description of the work. In addition, all costs must be itemized with a description of the purpose for which the cost was incurred. Unless otherwise agreed by the City in the original contract for professional services, fee and cost invoices must be provided to the City of St. Charles on a monthly basis.

**Required Document #1 Cover Page**

	<p><b>RESPONSE COVER PAGE</b>                  This is page #1 of your response.</p>	
	<p><b>RFQ and Proposal: Design, Bid, and Construction Engineering:</b>  <b>Country Club Lift Station Replacement Project</b></p>	<p>Based on Addendum # _____</p>

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

PROPOSAL PREPARED BY:		CONTACTS:	
Firm Name		Operations	
DBA		Contact Name	
Address		Contact Number	
		Contact E-mail	
City, St, Zip		Sales	
Signature		Contact Name	
Print Name		Contact Number	
Position		Contact E-Mail	
Phone #		Billing	
Fax #		Contact Name	
E-mail Address		Contact Number	
		Contact E-Mail	


**This business Firm is** (check one)  A Corporation  A Partnership  An Individual  An LLC

**Exceptions: (check one)**

This submittal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (reference section #):

**Required Document #2 Signature Page**

	<b>SIGNATURE PAGE</b> This is page #2 of your response.	
	<b>RFQ &amp; Proposal: Design, Bid, and Construction Engineering: Country Club Lift Station Replacement Project</b>	Based on Addendum # _____

***If an Individual***

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

\_\_\_\_\_  
Title

***If a Partnership***

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

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Partner

***If a Corporation***

By: \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Title

ATTEST \_\_\_\_\_

***If a Joint Venture***

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

## Required Document #3- Certification of Compliance



### CERTIFICATION OF COMPLIANCE

This is page #3 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter, 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 2-105 of Public Act 87-1257 the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein.
- (C) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder deposes states and certifies that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (D) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (E) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (F) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes, states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (G) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/1-12, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (H) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (I) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (J) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

#### Check One:

**There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## Customized Label For Sealed RFQ Submittal

### Country Club Lift Station Replacement

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.



### Sealed RFQ Submittal Country Club Lift Station Replacement RFQ Submittal

**DUE: Monday August 25, 2019  
Prior to: 2:00 PM**

**FROM:**

Firm Name	
--------------	--

**TO:**

**City of St Charles  
Public Works Building  
2<sup>nd</sup> Floor Administrative Area  
1405 S. 7<sup>th</sup> Avenue  
St Charles, Illinois 60174  
Attn: Tim Wilson- Public Works Manager  
Environmental Service**





**Customized Label For Sealed Envelope Proposal  
Submittal**

**Country Club Lift Station Replacement**

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.



**Sealed Proposal  
Submittal**

**Country Club Lift  
Station Replacement  
Proposal Cost**

**DUE: Monday August 25, 2019  
Prior to: 2:00 PM**

**FROM:**

Firm  
Name

**TO:**

**City of St Charles  
Public Works Building  
2nd Floor Administrative Area  
1405 S. 7th Avenue  
St Charles, Illinois 60174  
Attn: Tim Wilson- Public Works Manager  
Environmental Service**

## Exhibit 1- Insurance Requirements for Professional Services

Prior to commencement of Professional Services governed by contract between the City of St. Charles (City) and the Professional Service Provider (Insured), the Professional Service Provider and each of its subcontractors, consultants and agents hired to provide the services for the Project, shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
  - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
  - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
  - a. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City and \_\_\_\_\_ as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
  - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



Date Source:  
 City of St. Charles, Illinois  
 Deane County, Illinois  
 DuPage County, Illinois  
 Coordinate System: Illinois State Plane West  
 Projection: Transverse Mercator  
 North American Datum 1983  
 Printed on: August 1, 2018 08:53 AM

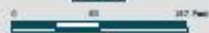


Exhibit 2- Country Club Lift Station Location

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**EXHIBIT 3: Invitation to Negotiate Submitted Proposal  
Design and Construction Engineering  
Country Club Lift Station Replacement  
(to be extended to the firm identified by the city as most qualified)**

- 1) Based on a formal Request for Qualifications, and submittal of Project Specific details, and follow-up discussions and interviews, your firm has been identified as the most qualified firm for the above project. This Invitation to Negotiate is Step 2 of the Qualifications-Based Selection process required by participants in the Water Pollution Control Loan Program.
  
- 2) This negotiation will be preceded in a single phases:  
Clarification and Finalization of the Project Specific details:
  - a) TO THE EXTENT THAT IT IS NEEDED: Review and Discuss with the St. Charles Project Team the project approach as presented in the discussions/interviews phase of the QBS process.
  - b) The St. Charles Project Team will share, without limit, any and all information, concepts, and data received in response to this RFQ, or derived by further investigation thereof.**

Submittal of a The Final Formal Proposal addressing all Fees, Terms and Conditions, and Contract language:

- Utilizing a prepared a fee proposal. Fees should be reflected as a not to exceed lump sum broken down by phase detailing:
    1. Labor = hourly rate x projected hours for each team member
    2. Equipment = a list of equipment
    3. Materials
    4. Contingency fees per phase.
  
  - Utilizing the attached contract document, provide a red-line version of any requested alterations to City Terms and Conditions and Contract Language:
    1. Include the following documents as Exhibits within the finalized contract:
      1. The consultant's "Final Project Documents for purpose of Negotiation" inclusive of city signature
      2. The consultant's Best and Final Offer for all fees.
      3. The consultant's Certificates of Insurance
- 3) Final proposal and contract documents will be subject to review by the City's attorney:
    - a) TO THE EXTENT THAT IT IS NEEDED: The City attorney will Review and Discuss with the final contract documents with the St. Charles Project Team.
    - b) Prior to final contract approval by the City of St Charles the recommended changes by the attorney need to be addressed.