



### **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 17 day of September, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Site Design Group, Ltd., an Illinois corporation (hereinafter referred to as the "Consultant").

### **RECITAL**

WHEREAS, the Village intends to have professional landscape architecture and engineering services (hereinafter referred to as the "Services") performed by the Consultant to provide the design of Traffic Calming and Landscape Improvements for the Forest and Ontario Area, pursuant to the Village's Request for Proposals dated June 19, 2019, attached hereto and incorporated herein (hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

2. **SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional landscape architecture and engineering services as more completely described in the Consultant's Proposal for "Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I-III) for the Forest and Ontario Traffic Calming and Landscaping project" dated July 18, 2019, attached hereto and incorporated herein (hereinafter referred to as the "Consultant's Proposal"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing phase I and II design of the Forest and Ontario Traffic Calming and Landscaping Improvement Project, as described in the Scope of Services section of the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement.

The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Brad McCauley as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$56,736.00 ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall

be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all reasonable costs, expenses, losses, damages, liabilities, suits,

judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

#### **5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village or its officials, agents, employees and volunteers to the extent caused by the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

## **6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy by the insurer unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date by the insurer, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

**(B) Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's negligent operations or premises, anyone directly or indirectly employed by the Consultant.

**(C) Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each

subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(D) Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:  
Combined Single Limit \$1,000,000.00

**(E) Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

- (F)** The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation and professional liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officials, agents, employees and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the

other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

**8. FORCE MAJEURE.**

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

**10. STANDARD OF CARE.**

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall review laws, regulations, codes and standards in effect as of the date of this Agreement that applicable to Consultant's services and shall exercise professional care and judgment to comply with said requirements imposed by governmental authorities having jurisdiction over the Project.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

#### **11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. Notwithstanding the foregoing, the Consultant shall maintain all rights to reuse standard details and other design features on other projects. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants



shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such

as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

**12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

**14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all

other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

**15. NO COLLUSION.**

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Engineer  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302  
Email: [bmckenna@oak-park.us](mailto:bmckenna@oak-park.us)

If to the Consultant:

Brad McCauley  
Site Design Group, Ltd.  
888 S. Michigan Ave #1000  
Chicago, Illinois 60605  
Email: [bcmccauley@site-design.com](mailto:bcmccauley@site-design.com)

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**19. BINDING AUTHORITY.**

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**20. HEADINGS AND TITLES.**

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**23. AUTHORIZATIONS.**

23.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

SITE DESIGN GROUP, LTD.

  
By: Cara Pavlicek  
Its: Village Manager


  
By: BRADLEY MCCAULEY  
Its: MANAGING PRINCIPAL

Date: 9/17, 2019

Date: 10/8, 2019

ATTEST:

ATTEST:

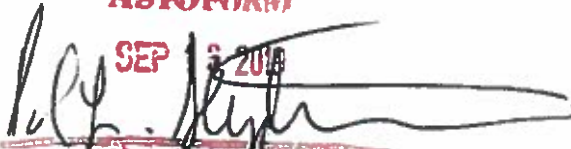
  
By: Vicki Scaman  
Its: Village Clerk

  
By: Ernest Wong  
Its: Principal

Date: 9/17, 2019

Date: Oct 8, 2019

REVIEWED AND APPROVED  
ASTOFORM

  
SEP 13 2019  
LAW DEPARTMENT

**4. Construction project closeout:**

- a. Verify final measurements/quantities with Contractor.**
- b. Develop a final punch list and verify satisfactory completion.**
- c. Provide final project accounting/documentation.**
- d. Conduct final inspection with Village representatives.**
- e. Close all permits**
- f. Consultant shall review final quantities with the contractor and present an agreed upon final-estimate to the Village for processing.**
- g. Close out project, and submit all paperwork as required. Submit job box to the Village of Oak Park.**
- h. Provide as-built drawings in Electronic format (pdf and microstation files). As-built drawings shall include final locations of sidewalk and curb replacement, paving limits, as-built cross-sections indicating existing and constructed pavement section.**

**5. Pre-construction meeting:**

- a. Review plans and specifications with assigned field-staff prior to pre-construction meeting.**
- b. Schedule, lead, and prepare minutes for pre-construction meeting.**
  - i. Notify utility agencies of time and place of meeting.**
  - ii. Notify affected Village Departments/Divisions, including police and fire, coordinating any major items or issues prior to the pre-construction meeting.**

**6. Coordination:**

- a. Coordinate and attend a pre-construction meeting**
- b. Coordinate businesses and Business districts needs with the Village's Business Service manager. The consultant shall coordinate work with any adjacent developments within the project site.**
- c. The consultant shall also coordinate with the Oak Park Historical Preservation Officer as applies.**
- d. Coordinate with Village staff for adjacent Lake Street project**
- e. Coordinate projects with all stakeholders within the project limits.**
- f. Coordinate sidewalk outage and access with all businesses, parks, parking garages, residential properties, etc. Construction staging is of the utmost importance due to the number of pedestrians and tourists using the project area. The consultant shall ensure the contractor follows requirements for maintaining accessible sidewalk routes through the project area.**
- g. Notify and coordinate work with the utility companies, MWRD, Village Water-Sewer division, Streets division, Environmental Services and Street Lighting division.**



- h. Coordinate loss of trash collection services with the Village's Environmental Services division.
  - i. Provide weekly construction updates to Oak Park for inclusion in the published Weekly Manager's report, as well as providing information needed on the project page of the Village's online GIS CIP story map page (to be entered by others).
  - j. Special event requests to the Village (e.g. 5k's, festivals, etc.) will be forwarded to the consultant to determine any impacts caused by this project and will alert staff of any impacts. The consultant will help coordinate the schedule of work to accommodate any special-events and mitigate the impacts, and may have to meet with race or festival organizers as needed. At times there can be several new special-event requests per week.
  - k. Resident parkway sprinklers may be damaged during the work. The consultant shall coordinate repair of the sprinklers with the resident. In the case that the contractor will not accept damage of the sprinklers, the consultant is to coordinate with the residents to fill out ROW encroachment agreements at which then the Village will reimburse the damage.
  - l. Coordinate loss of parking impacts with Village of Oak Park Parking Services department and prepare parking passes for distribution, which are generally distributed with the construction letters to residents. The Village will forward any requests from residents in need of parking passes during the work to the consultant, whom will coordinate with them and deliver or drop off passes as needed.
7. Draft and prepare construction notification letters with Village supplied parking passes in pdf form when necessary and stuff envelopes supplied by the Village for mailing by the Village of Oak Park.
8. Material testing will be outside of this contract.

#### **Proposal Submittal**

Each consultant submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above.

The following classifications shown are those which the Village assumes are standard for most Civil Engineering firms working on projects of this type. An Hourly Rate Schedule should be submitted for each year of the proposed contract starting with 2019.

### **Section III. Compensation Schedule**

**Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule in a sealed envelope titled "Compensation Schedule for Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I - III) for the Forest and Ontario Traffic Calming and Landscaping Project."**

**Note: the fee schedule should follow the cost plus fixed fee format.**

**The Consultant shall identify the approximate cost of for the design phase and for the construction engineering/ inspection phase.**

**Additional Note: Also please attach hourly rate schedule for various classifications in your organization. These rates will be used for performing other engineering and landscape design work which may be requested outside the scope of services.**

#### **Section IV. Proposal Evaluation**

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A.     **Responsiveness to RFP**  
The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.
- B.     **Ability to Perform Current and Projected Required Services**  
The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.
- C.     **Experience and Relevant Knowledge**  
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D.     **References**  
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- E.     **Cost Proposal**  
The Village will select consultants to be interviewed based on their qualifications. Cost proposals for firms selected for interviews will be reviewed prior to interviews to evaluate aggregate services based on the overall cost effective approach and to ensure appropriate hours are included to perform the scope of services included in the Consultant's proposal to ensure the Consultant's proposal fits the project's anticipated scope.
- F.     **Interviews**  
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process.



## RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: \_\_\_\_\_

State of IL

County of Cook

Robert Sit

TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated October 23, 2019

(Seal - If Corporation)

site design group ltd.

Organization Name

By \_\_\_\_\_

Authorized Signature

888 s. michigan avenue, ste ph1, chicago IL, 60605

Address

(312) 427-7240

Telephone

Subscribed and sworn to before me this 23 day of Oct, 2019.

In the state of Illinois

Notary Public

My Commission Expires: 03/20/2023

(Fill Out Applicable Paragraph Below)



(a) Corporation

The Respondent is a corporation, which operates under the legal name of

site design group ltd.

and is organized and existing under the laws of the State of

Illinois

The full names of its Officers are:

President Ernest C. Wong

Secretary Ernest C. Wong

Treasurer Ernest C. Wong

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Name, signature, and addresses of all Partner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of

\_\_\_\_\_ which name is registered with the office of  
\_\_\_\_\_ in the county of \_\_\_\_\_  
in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Respondent is a Sole Proprietor whose full name is \_\_\_\_\_.

If the Respondent is operating under a trade name said trade name is  
\_\_\_\_\_ which name is registered with the office of  
\_\_\_\_\_ in the county of \_\_\_\_\_ in the state of  
\_\_\_\_\_.

Signed \_\_\_\_\_  
Sole Proprietor



Attachment I.

**RESPONDENT CERTIFICATION**

\_\_\_\_\_  
site design group, ltd. \_\_\_\_\_, as part of its bid on a contract for  
(name of Respondent)

Professional Engineering Services for Design Engineering (Phase I & II ) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

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

(Authorized Agent of Respondent)

Subscribed and sworn to  
before me this 23 day  
of October, 2019

\_\_\_\_\_  
(Notary Public)





Attachment II.


**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_ Robert Sit \_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is \_\_\_\_\_ Vice President \_\_\_\_\_ of  
(partner, officer, owner, etc.)

\_\_\_\_\_ site design group, ltd. \_\_\_\_\_  
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

  
By: Robert Sit  
Its: Vice President

\_\_\_\_\_  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 23 day of October, 2019.

  
Notary Public's Signature



**Minority Business and Women Business Enterprises Requirements**

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subConsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.





**Attachment III.**

**ORGANIZATION OF BIDDING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Consultant is a corporation, legally named site design group, llc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Ernest C. Wong

Secretary Ernest C. Wong

Treasurer Ernest C. Wong

Registered Agent Name and Address: Ernest C. Wong, 888 s. michigan avenue, ste ph1, chicago IL, 60605

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

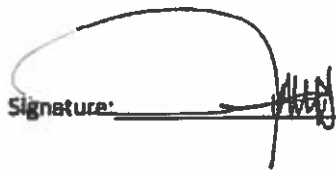


**Attachment IV.      Compliance Affidavit**

I, Robert Sit being first duly sworn on oath depose and state as follows:  
(Print Name)

1. I am the (title) Vice President of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

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

Signature: 

Printed Name Robert Sit

Name of Business: site design group, ltd. Your Title: Vice President

Business Address: 888 s. michigan avenue ste ph1, chicago IL 60605  
(Number, Street, Suite #) (City, State & Zip)

Telephone: (312) 427-7240 Fax: (312) 427-7241 Web Address: www.site-design.com

Subscribed to and sworn before me this 23 day of October, 2019.

  
Notary Public



**M/W/DBE STATUS AND EEO REPORT**

1. Consultant Name: site design group, ltd.
2. Check here if your firm is:
- ☒ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 25 Number of full-time employees
- Number of part-time employees
4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

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

Date: October 23, 2019

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

Summary of Responses to RFP: Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I - III) for the Forest and Ontario Traffic Calming and Landscaping Project				
PROPOSALS DUE: July 9, 2019	Phase 1 and 2 Design	Construction Management	Total	Notes :
Site Design Group, Ltd.	\$ 56,735.34	\$ 69,593.75	\$ 126,329.09	Recommended Consultant (Only Award Phase 1&2 Design)
V3 Companies	\$ 64,230.00	\$ 51,377.00	\$ 115,607.00	
Christopher S. Burke Engineering	\$ 99,267.51	\$ 40,706.39	\$ 139,973.90	
Thomas Engineering Group	\$ 250,738.72	\$ 89,151.28	\$ 339,890.00	

[illegible]



RFP EXHIBIT A

## **ADDENDUM NO.1**

**June 26, 2019**

### **RFP for Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I - III) for the Forest and Ontario Traffic Calming and Landscaping Project**

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated June 19, 2019. The addendum is being issued to provide clarifications on the proposal and responses to questions asked by various Consultants via email. Where any part of the proposal documents are amended the unaltered provisions are to remain in effect.

#### **Proposal Outline**

Remove Section R of the RFP for Proposal Outline and replace with the text below to reflect the intent to make this a very brief proposal considering the dollar value and scope of the proposed project and in consideration of the other RFP issued by the Village of Oak Park.

#### **R. Proposal Outline**

Proposals are requested to cover the basic services related to urban planning, landscape architecture and design, and civil engineering for providing design and construction engineering services typically in accordance with the standards set forth by the Illinois Department of Transportation and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant. The prime consultant does not need to self-perform 50% of the contract value.

Proposals shall be very brief and contain basic information (stock resumes are appropriate) regarding the design and construction management team, understanding of the project, and relevant experience for landscape architect designer.

Proposals shall include the following information:

- 1) A team organization chart indicating the staff and their areas of involvement. The Consultant shall describe the anticipate responsibilities of the primary staff on the project.
- 2) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.
- 3) A schedule of hourly salary rates for each job classification and any overhead factors.
- 4) Any objections to any terms of the request for proposal.
- 5) A brief summary of the Consultant's project understanding and approach for the scope of work which shall include the number of meetings anticipated, tasks performed by the Consultant, tasks performed by the Village, etc.



- 6) A detailed cost proposal for the scope of work, including all direct and indirect costs. Cost proposals shall indicate costs for the design work (phase 1-2) and for construction inspection.

#### **Reference Materials**

1. The existing topographic survey can be downloaded from the following link:  
<https://www.dropbox.com/s/hz469re9uggiere/Topo.dgn?dl=0>

#### **Scope of Services**

##### **Topographic Survey**

The scope of services for topographic survey shall be completely replaced with the text below:

The Consultant shall prepare a topographic survey to complete the missing area (an approximate 440 foot gap on Ontario Street between Marion and Forest) in the previously prepared topographic survey which is included in the reference materials as prepared by the Thomas Engineering Group (TEG) and extend the limits of the existing survey to include Ontario Street east of Forest Avenue to the storm drains east of the alley east the 19th Century Club, extend at least 30 feet beyond the street ROW for all alleys in the project area (east-west alley north of Lake, N-S alley east of 19th Century Club, and two N-S alleys intersecting Ontario between Marion and Forest). Survey shall extend roughly 25 feet into the Austin Garden Park at all sidewalk opening. Survey shall include any fence lines behind sidewalk and detailed survey of limestone retaining wall and columns along east side of Forest north of Ontario. Survey shall be in the same formatting and style as the existing survey by TEG. The Village will supply all relevant survey files and control used in preparation of the TEG existing survey.

##### **Proposal Submittal**

On Page 17 of the RFP in the Proposal Submittal section it states "The following classifications shown are those which..." but does not list classifications. Please use the classifications and abbreviations below and include a description of any other classifications listed for hourly rates which you include in the proposal. The following abbreviations shown are examples of position classifications:

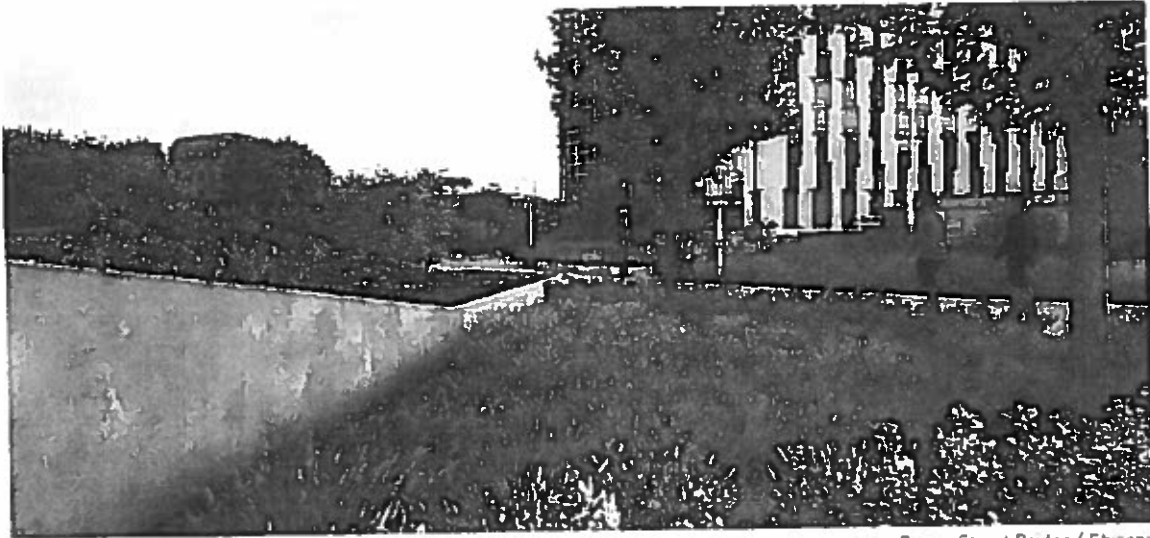
RE - Resident Engineer

CE - Civil Engineer

T - Technician

S – Secretary

# REVISED SCOPE AND FEE PROPOSAL



Peoria Street Bridge / Chicago

## VILLAGE OF OAK PARK

REQUEST FOR PROPOSALS FOR DESIGN AND CONSTRUCTION  
INSPECTION FOR THE FOREST AND ONTARIO TRAFFIC CALMING  
AND LANDSCAPING PROJECT

Submitted by: *site design group, ltd.*  
July 22, 2019

Proposal for Professional Landscape Architecture & Engineering Services for  
Design & Construction Inspection (Phases I - III) for the  
**FOREST & ONTARIO TRAFFIC CALMING & LANDSCAPING PROJECT**  
for the Village of Oak Park  
Project No. 8628  
July 18, 2019



#### PROJECT UNDERSTANDING

The Village of Oak Park (Client/ Village) is seeking professional Landscape Architecture & Engineering Services for Phase I through Phase III design for the Oak Park Forest & Ontario Traffic Calming & Landscaping Project. Design shall consider traffic calming, pedestrian safety, improved landscaping, and modified lighting. Objectives are to create a more residential and historic character to the area. In response, *site design group, ltd.* (*site*) proposes to provide the following services:

#### 1.00 PHASE I - DESIGN

- 1.01. Kick-Off Meeting & Scoping: *site* shall participate in a Kick-Off Meeting with Village Staff to review the proposed program and evaluate it in respect to the proposed scope, budget and schedule to make recommendations. *site* anticipates one (1) initial meeting to review scope and design concepts.
- 1.02. Data Collection & Site Analysis: *site* shall visit the site and review the site and existing conditions, relevant planning documents, development proposals, data and documents, and local governing statutes and ordinances related to landscaping and landscape design. *site* shall provide a topographic land survey to complete the missing areas (approximately 440 foot gap) in the survey to be provided by Village.
- 1.03. Forestry Coordination: *site* shall have its certified arborist evaluate existing trees within the project area and evaluate the impact on the trees by the proposed water and sewer work. *site* shall determine which trees may be removed, need to be saved, and locations for proposed trees.
- 1.04. Concept Design: *site* shall develop a conceptual design that considers: enhanced crosswalks; signage to discourage truck traffic; replacing deteriorated concrete pavers; new brick and limestone pillars; historic light fixtures; lighting photometrics; new medians; new landscape plantings and trees; retaining walls; and incorporation of public art.
- 1.05. Renderings: *site* shall provide renderings for the selected design illustrating proposed materials including plan and perspective views. *site* anticipates providing up to two (2) perspective renderings.
- 1.06. Summary of Quantities (SQQ): *site* shall prepare a Summary of Quantities for landscape related elements and/or systems contained within this scope based on experience and qualifications representing professional's best judgment. Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost

- 1.07. Team Coordination Meetings: The design shall be submitted for review and comments. *site* anticipates one (1) team coordination meeting during this phase.
- 1.08. Steering Group Meetings: *site* shall participate in one (1) Steering Group meeting during this phase.
- 1.09. Historic Preservation Commission Meeting: *site* shall meet with the Historic Preservation Commission to gather input about the site. *site* anticipates one (1) meeting during this phase.
- 1.10. Village Board Meeting: *site* shall participate one (1) Village Board Meeting to present the project during this phase.

## 2.00 PHASE II - CONSTRUCTION DOCUMENTS

- 2.01. Construction Drawings: *site* shall refine the design drawings with notations, dimensions and detailing suitable for bidding, procurement, construction, and installation. Hardscape drawings shall show paving layouts and installation details. Landscape Planting Drawings shall show planting bed and tree locations. Plant schedule shall show quantities, species and sizes of plant material. Irrigation drawings, if required, shall show planting zones to coordinate with a design build specification. Site furnishing drawings shall show layouts and installation details. All engineering shall be by others. The construction documents shall be submitted for review and comments at 30%, 60%, 90% and 100%.
- 2.02. Technical Specifications: *site* shall finalize technical specifications for all new construction work for this project designed in this scope of work. Technical sections shall be provided for inclusion into a complete Project Manual by others.
- 2.03. Summary of Quantities (SQQ) Revisions: *site* shall revise the previously prepared Summary of Quantities for landscape related elements and/or systems contained within this scope based on experience and qualifications representing professional's best judgment. Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
- 2.04. Team Coordination Meetings: The design shall be submitted for review and comments. *site* anticipates one (1) team coordination meeting during this phase.
- 2.05. Steering Group Meetings: Omitted.
- 2.06. Village Board Meetings: Omitted.
- 2.07. Permit Review & Revisions: *site* shall be available for permit review meeting with the Authorities Having Jurisdiction and shall make permit required revisions.

## 3.00 PHASE III - CONSTRUCTION ADMINISTRATION

- 3.01. Questions & Clarifications: *site* shall be available to answer questions from bidders regarding the landscape design during the bidding process. Addenda shall be prepared to clarify or modify the construction documents. Addenda prepared for changes to the approved design intent shall be considered additional services.

- 3.02. Bid Review: *site* shall assist in reviewing and making recommendations on construction bids regarding landscape architecture elements designed for this project.
- 3.03. Preconstruction Meeting: *site* shall participate in a preconstruction meeting at the project site.
- 3.04. Site Visits: During construction, *site* shall make site visits to review completion of the work in accordance with the foregoing plans and specifications prepared by *site*. *site* shall prepare brief field reports of each visit. *site* anticipates sixty (60) site visits on a full-time daily basis during construction.
- 3.05. Submittal Review: *site* shall be available to review relevant submittals made by the Contractor for the items required by the Project Manual. *site* shall respond to contractor Requests For Information (RFI's) regarding the construction documents and the design intent.
- 3.06. Plant and Tree Tagging: *site* shall provide for one day trip to nursery suppliers, within 100 mile distance of downtown Chicago, to review and tag plants, shrubs, and/or trees for this project.
- 3.07. Punch List: *site* shall visit the site at Substantial Completion and prepare a Punch List for final acceptance of work still requiring completion. *site* shall visit the site for a review of completed punch list items.
- 3.08. Closeout Documents: *site* shall review closeout documents provided by General Contractor per the contract requirements. Documents should include as-built drawings, product data, operating and maintenance documentation, and completed warranty documents.

**PROPOSED FEES**

Phase 1 Design & 2 Construction Documents: *site* shall provide Professional Design Services for Phase 1 and 2 for the referenced project as outlined above and per the attached Detailed Fee Proposal for a Stipulated Fee of Fifty Six Thousand Seven Hundred Thirty Five Dollars and Thirty Four Cents (\$56,735.34) including estimated reimbursable expenses.

**OPTION ADDITIONAL SERVICE**

Phase 3 Construction Administration: *site* shall provide Professional Design Services for Phase 1 and 2 for the referenced project as outlined above and per the attached Detailed Fee Proposal for a Stipulated Fee of Sixty Nine Thousand Five Hundred Ninety Three Dollars and Seventy Five Cents (\$69,593.75) including estimated reimbursable expenses.

Submitted by:  
SITE DESIGN GROUP, LTD.

  
Robert K. Sit, Principal

July 18, 2019  
Date

Accepted by:  
VILLAGE OF OAK PARK

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ATTACHMENT II: COST PROPOSAL METHODS - PHASE 1 & 2

- [ ] Lump Sum  
 [ ] Time & Material; or  
 [X] Cost Plus Fixed Fee

### A. Labor costs

#### 1) Direct Labor - site design group, ltd. (MBE)

<u>Staff Classifications</u>	<u>Hours</u> (a)	<u>Hourly Rate</u> (b)	<u>Totals</u> (a) * (b)
i) Principal in Charge	6	\$62.50	\$375.00
ii) Project Manager	98	\$41.91	\$4,107.18
iii) Project Designer	108	\$32.51	\$3,511.08
iv) Draftsperson	120	\$26.80	\$3,216.00
v) Technical Aide	4	\$28.17	\$112.68
Subtotal	336		\$11,321.94

#### 2) Labor Multiplier x Direct Labor

150.00% \$16,982.91

Subtotal Labor Cost for T.O. No. 1

\$28,304.85

### B. Fixed Fee/Negotiated Fee or Percentage of Item A above

10.00% \$2,830.49

### C. Reimbursable Expenses

1) Reprographics	\$500.00
2) Shipping & Delivery	\$100.00
3)	
4)	
Subtotal	\$600.00

### D. Subcontractors Cost (Without any Markup)

1) Terra Engineering - Civil Engineers	\$20,000.00
2) Advance Consulting Group - Electrical Engineers	\$5,000.00
3)	
Subtotal	\$25,000.00

TASK ORDER TOTAL PROJECT COST (A+B+C+D) =

\$56,735.34

### NOTES:

- Task Orders: Consultant will be compensated for its Task Order Services on direct labor times labor multiplier plus limited reimbursables and fixed Fee basis.
- The Fixed Fee will be negotiated together with the terms and conditions of each Task Order.

## ATTACHMENT II: COST PROPOSAL METHODS - PHASE 3

- ☐ Lump Sum  
☐ Time & Material; or  
☒ Cost Plus Fixed Fee

### A. Labor costs

#### 1) Direct Labor - site design group, ltd. (MBE)

<u>Staff Classifications</u>	<u>Hours</u> (a)	<u>Hourly</u> <u>Rate</u> (b)	<u>Totals</u> (a) * (b)
i) Principal in Charge	6	\$62.50	\$375.00
ii) Project Manager	550	\$41.91	\$23,050.50
iii) Project Designer	8	\$32.51	\$260.08
iv) Draftsperson	32	\$26.80	\$857.60
v) Technical Aide	0	\$28.17	\$0.00
Subtotal	596		\$24,543.18

#### 2) Labor Multiplier x Direct Labor

150.00%      \$36,814.77

Subtotal Labor Cost for T.O. No. 1

\$61,357.95

### B. Fixed Fee/Negotiated Fee or Percentage of Item A above

10.00%      \$6,135.80

### C. Reimbursable Expenses

1) Reprographics		
2) Shipping & Delivery	\$100.00	
3)		
4)		
Subtotal		\$100.00

### D. Subcontractors Cost (Without any Markup)

1) Terra Engineering - Civil Engineers	\$1,000.00	
2) Advance Consulting Group - Electrical Engineers	\$1,000.00	
3)		
Subtotal		\$2,000.00

TASK ORDER TOTAL PROJECT COST (A+B+C+D) =

\$69,593.75

### NOTES:

- Task Orders: Consultant will be compensated for its Task Order Services on direct labor times labor multiplier plus limited reimbursables and fixed Fee basis.
- The Fixed Fee will be negotiated together with the terms and conditions of each Task Order.



Proposal for Professional Landscape Architecture & Engineering Services for  
Design & Construction Inspection (Phases I - II) for the  
FOREST & ONTARIO TRAFFIC CALMING & LANDSCAPING PROJECT  
for the Village of Oak Park  
Project No. 8628  
July 18, 2019

Site Design Group, Ltd.	On	Principal in Charge	Project Manager/ Engineer	Project Designer	CAD Operator/ Draftsperson	Technical Aide	Subtotals
		Hours	Fee	Hours	Fee	Hours	Fee
			\$62.50		\$41.91		\$32.51
							\$26.80
							\$26.17

<b>1.00 PHASE I - DESIGN</b>											
1.01 Kick Off Meeting & Scoping	1	2	\$125	4	\$168	4	\$130	8	\$0	10	\$423
1.02 Data Collection & Site Analysis			\$0	8	\$335	8	\$260	8	\$214	24	\$810
1.03 Forestry Coordination			\$0	8	\$335		\$0		\$0	8	\$335
1.04 Concept Design		2	\$125	8	\$335	32	\$1,040	24	\$843	68	\$2,200
1.05 Renderings			\$0	2	\$84	32	\$1,040	8	\$214	42	\$1,339
1.06 Summary of Quantities			\$0	8	\$335		\$0	8	\$214	16	\$550
1.07 Team Coordination Meetings	1		\$0	2	\$84	2	\$85		\$0	4	\$149
1.08 Steering Group Meetings	2		\$0	8	\$335	8	\$260		\$0	16	\$595
1.09 Historic Preservation Meeting	1		\$0	4	\$168	4	\$130		\$0	8	\$298
1.10 Village Board Meeting	1		\$0	4	\$168	4	\$130		\$0	8	\$298
Phase Subtotal		4	\$250	56	\$2,347	94	\$3,056	48	\$1,288	204	\$6,996

<b>2.00 PHASE II - CONSTRUCTION DOCUMENTS</b>											
2.01 Construction Drawings		2	\$125	8	\$335	8	\$260	40	\$1,072	2	\$56
2.02 Technical Specifications			\$0	8	\$335	2	\$85	8	\$214	18	\$615
2.03 Summary of Quantities Revision			\$0	8	\$335		\$0	8	\$214	16	\$550
2.04 Team Coordination Meetings	1		\$0	2	\$84	2	\$85		\$0	4	\$149
2.05 Steering Group Meetings	0		\$0	0	\$0	0	\$0		\$0	0	\$0
2.06 Village Board Meeting	0		\$0	0	\$0	0	\$0		\$0	0	\$0
2.07 Permit Review & Revisions			\$0	16	\$671	2	\$85	16	\$429	34	\$1,164
Phase Subtotal		2	\$125	42	\$1,760	14	\$455	72	\$1,930	132	\$4,326

<b>TOTAL HOURS &amp; FEES PHASE 1 &amp; 2</b>		6	\$375	98	\$4,107	108	\$3,511	120	\$3,216	4	\$113
										336	\$11,322

<b>3.00 PHASE III - CONSTRUCTION ADMINISTRATION</b>											
3.01 Question & Clarifications			\$0	8	\$335		\$0	8	\$214	16	\$550
3.02 Bid Review			\$0	2	\$84		\$0		\$0	2	\$84
3.03 Preconstruction Meeting			\$0	4	\$168		\$0		\$0	4	\$168
3.04 Site Visits	60	4	\$250	480	\$20,117	8	\$260		\$0	492	\$20,627
3.05 Submittal Review		2	\$125	16	\$671		\$0	24	\$643	42	\$1,439
3.06 Plant & Tree Tagging			\$0	8	\$335		\$0		\$0	8	\$335
3.07 Punchlist			\$0	16	\$671		\$0		\$0	16	\$671
3.08 Closeout Documents			\$0	16	\$671		\$0		\$0	16	\$671
Phase Subtotal		6	\$375	550	\$23,051	8	\$260	32	\$858	596	\$24,543

<b>TOTAL HOURS &amp; FEES 1, 2, 3</b>		12	\$750	648	\$27,158	116	\$3,771	152	\$4,074	4	\$113
										932	\$36,865

Client#: 848444

SITEDES1

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com															
<b>INSURED</b> Site Design Group, Ltd. 888 S Michigan Ave Ste 1000 Chicago, IL 60605		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>28424</td> </tr> <tr> <td>INSURER B: Hartford Accident &amp; Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C: Hartford Fire Insurance Company</td> <td>19882</td> </tr> <tr> <td>INSURER D: Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	28424	INSURER B: Hartford Accident & Indemnity Company	22357	INSURER C: Hartford Fire Insurance Company	19882	INSURER D: Aspen American Insurance Company	43460	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Hartford Casualty Insurance Company	28424																
INSURER B: Hartford Accident & Indemnity Company	22357																
INSURER C: Hartford Fire Insurance Company	19882																
INSURER D: Aspen American Insurance Company	43460																
INSURER E:																	
INSURER F:																	


COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		83SBAUQ3858	04/26/2019	04/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		83UEGZV4471	04/26/2019	04/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		83SBAUQ3858	04/26/2019	04/26/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WECAB2RFO	04/26/2019	04/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		AAAE10024400	11/22/2018	11/22/2019	\$5,000,000 each claim / \$5,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability is written on a 'claims made' policy form.

RE: Project #8628, Professional Landscape Architecture and Engineering Services for Design and Construction Inspection (Phases I - III) for the Forest and Ontario Traffic Calming and Landscaping Project, 201 South Blvd., Oak Park, IL 60302.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> The Village of Oak Park Village Hall 123 Madison Street Oak Park, IL 60302	<b>CANCELLATION</b> 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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Village of Oak Park (The Village) and its officers, officials, agents, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.



Office of the Secretary of State Jesse White  
*CYBERDRIVEILLINOIS.COM*

## **Corporation/LLC Search/Certificate of Good Standing**

### **Corporation File Detail Report**

**File Number** 60918104

**Entity Name** SITE DESIGN GROUP, LTD.

**Status**  
ACTIVE

### **Entity Information**

**Entity Type**  
CORPORATION

**Type of Corp**  
DOMESTIC BCA

**Incorporation Date (Domestic)**  
Tuesday, 15 February 2000

**State**  
ILLINOIS

**Duration Date**  
PERPETUAL

### **Agent Information**

**Name**

ERNEST C WONG

**Address**

888 S MICHIGAN AVE STE 1000  
CHICAGO , IL 60605

**Change Date**

Thursday, 13 February 2003

**Annual Report**

**Filing Date**

Thursday, 17 January 2019

**For Year**

2019

**Officers**

**President**

**Name & Address**

ERNEST C WONG 4855 N PAULINACHICAGO 60640

**Secretary**

**Name & Address**

SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)