Oak Park

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 9th day of December, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Chastain & Associates LLC, an Illinois corporation (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the Village intends to have the Consultant perform permit plan review and inspection services for the Village's Public Works Department pursuant to the Village's Request for Proposals for Professional Services ("RFP") dated November 24, 2020, attached hereto and incorporated herein by reference (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 permit plan review and inspection services for the Village's Public Works Department as more completely described in the Consultant's proposal titled "2021 Permit Plan Review and Inspection Services for the Public Works Department" dated November 24, 2020, attached hereto and incorporated herein by reference ("Services"), and the Village's RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing professional engineering services for permit plan review and inspection services for the public works department as described in the Project Approach section of the Services. 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 Steve Frerichs 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 Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel its services for the Project. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed $150,000.00 ("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 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 shall take effect 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, 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 officers, officials, employees, and volunteers, arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village and its officers, officials, employees, or 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 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, 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, its officers, officials, employees, agents 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 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 officers, 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, its officers, officials, employees, agents and volunteers 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 off 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 comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

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. 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 given 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. The Agreement and 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 agrees to defend, indemnify, and hold harmless the Village, 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 agrees to 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. The Consultant shall defend, indemnify, and hold harmless the Village, and agrees to 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 it 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 Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Consultant:

Steve Frerichs
Chastain & Associates LLC
120 W. Center Ct.
Schaumburg, Illinois 60195
Email: sfrerichs@chastainengineers.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 facsimile 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.

24.2. 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.

24.3. 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

By: Cara Pavlicek
Its: Village Manager

Date: 12/9, 2020

ATTEST:

By: Vicki Scaman
Its: Village Clerk

Date: 12/9, 2020

CHASTAIN & ASSOCIATES LLC

By: Steve Frerichs
Its: Senior Project Manager

Date: 12/10, 2020

ATTEST:

By: David Lamb
Its: Dir. of Municipal Services

Date: 12/16, 2020

REVIEWED AND APPROVED AS TO FORM DEC 0 1 2020 LAW DEPARTMENT

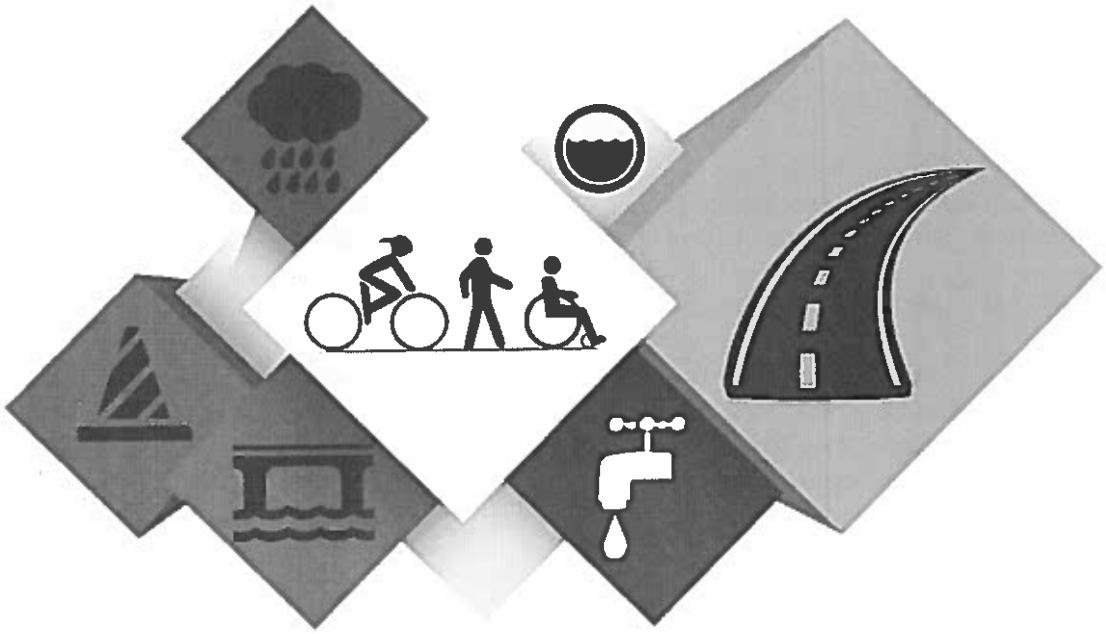
2021 Permit Plan Review and Inspection Services

for the Public Works Department

Submitted to:

Oak Park

Village of Oak Park
201 South Blvd.
Oak Park, Illinois 60302



Chastain & Associates LLC
120 W. Center Court | Schaumburg, IL 60195
P: 773.714.0050 | F: 773.714.0055 | www.chastainengineers.com
Dated: November 24, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT ™

November 24th, 2020

Mr. Byron Kutz, Assistant Village Engineer
Public Works Department
201 South Boulevard
Oak Park, Illinois, 60302

RE: Proposal – 2021 Permit Plan Review and Inspection Services for the Public Works Department

Dear Mr. Byron Kutz,

Chastain & Associates LLC is pleased to submit this proposal for consideration to provide Permit Plan and Inspection Services for the Oak Park Public Works Department for 2021. We appreciate the positive feedback received from the services we've provided the past two years and look forward to continuing the permit services in 2012. It's understood the general scope of services for 2021 will be the continuation of permit services provided in 2020 with the added flexibility to bring aboard a second permit reviewer at a lower rate. This flexibility will provide an estimated 140 hours of additional services, as needed, to enhance the efficiency of the Engineering Division of the Village of Oak Park.

Scott Kasper, P.E. is recommended to remain as the main Permit Coordinator for the village in 2012. He will use the work experience and knowledge gained the last two years in the review of private permits and department coordination to continue and improve communication and responsiveness between the Public Works and the Development Customer Service Department.

For 2021, Chastain is proposing to supplement Mr. Kasper's services with Dan Hoscilo, a civil engineer experienced in municipal engineering and land development permit review. Mr. Hoscilo currently works with the Village of Schaumburg Community Development Department providing contractual land development permit review and management of the site inspection team for the village. The addition of Dan Hoscilo will allow in-office coverage for up to four days a week during the peak construction season

Chastain looks forward to the opportunity to continue to provide a high level of service to support you and public works staff. We have proposed a rate structure we believe satisfies the Village's expectation. We are available to discuss this further if necessary. Please contact me at dlawry@chastainengineers.com or call me at 847-417-4180 (c) with any questions. Thank you again for your time and your consideration to continue our services to your community.

Sincerely,

David L. Lawry, P.E. MPA
Director of Municipal Services

120 W. Center Court | Schaumburg, IL 60195
P: 773.714.0050 | F: 773.714.0055 | www.chastainengineers.com

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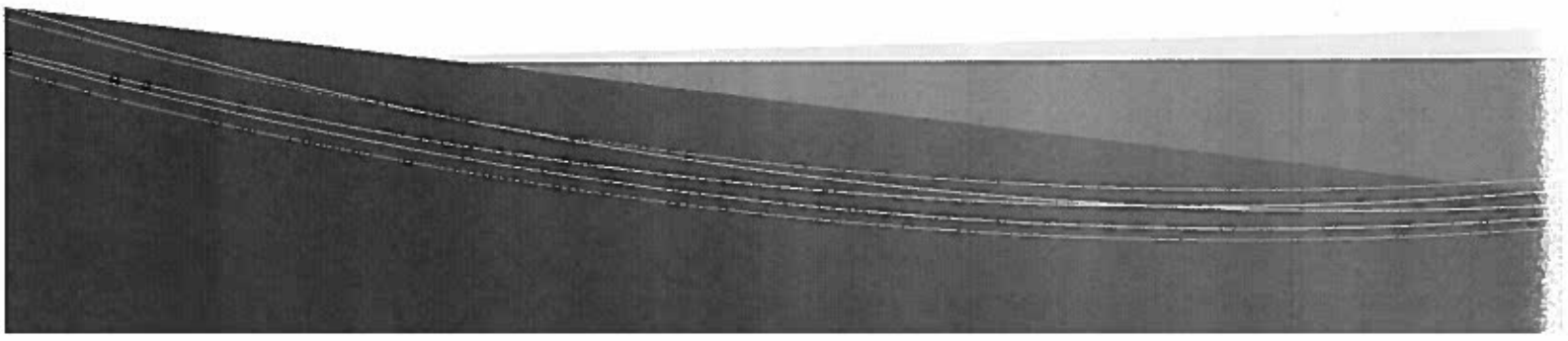
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Village Forms



The Permit Plan Review and Inspection Services for the Public Works Department requires the ability to complete competent technical reviews and also coordinate and interact with village staff from multiple departments as well as permit applicants, consisting of village residents, business owners, developers and/or contractors. The ability to utilize a quality permit tracking program like CityView greatly enhances the management of reviews and inspection in a cost-effective manner.

A successful permit reviewer will provide timely and comprehensive review feedback to permit applicants, knowing the importance of providing a high level of customer service. Most residents and developers seeking permits, just want to know what is required in a timely manner.

As indicated in the verbal Request for Proposal (RFP) for the Permit Plan Review and Inspection Services, the primary project responsibilities involve managing the village's permit process for Public Works. Our goal is to provide seamless coordination of permits without the need to constantly burden village staff to assist in the permit process on behalf of Public Works.

Establishing open lines of communication with all divisions of Public Works involved in permits impacting public right-or-way and understanding their requirements is essential to building the needed trust to be successful.

The Chastain team will provide the Village of Oak Park the required project oversight and permit coordination management services necessary for successfully managing the permit coordination services for the Public Works Department. The experience of our Permit Coordinator, Scott Kasper in permit review and coordination for the Village of Oak Park in both 2019 and 2020, will provide the experience necessary for permit management and communication.

Permit Coordination and Clearinghouse Management

Efforts will consist of the review, coordination, and management of the permit process for the Public Works Department with a high level of customer service, public works staff interaction, and accurate permit administration. The goal of permit coordination is to serve the permit applicants in a timely manner and to minimize the involvement of Public Works staff. Work efforts are anticipated to include:

- Assume responsibility of permit management process for the Public Works Department.
- Attend permit related coordination or review meetings as necessary.
- Continue to build relationships with staff from Public Works and Development Customer Service Department to foster communication and expectations to provide a positive permit review process.
- Coordinate all final permit inspections, paperwork and permit closure requirements including releasing any permit security on file. Follow up as needed to ensure all permit related issues have been dealt with.
- The Permit Coordinator will maintain an Action Item Log, detailing the status of permits and



inspections with key decisions, required response timing and follow-up.

- Use CityView to accept, review and manage permits submitted.
- Review all submitted permit applications in a timely fashion meeting the established review times for the various types of permits.
- Conduct field review of permits if necessary, to ensure submitted permit information is accurate and includes all anticipated impacts to be considered in the permit review.
- Provide feedback to permit applicants to ensure any permit comments are clearly understood and answer any questions from the applicant.
- Ensure permit reviews meet the requirements of the Public Works Department and, if unsure, coordinate any review comments with appropriate Public Works staff.
- Coordinate all required permit related inspections during days and hours that the Permit Coordinator is scheduled to be at the Public Works offices.
- Coordinate any inspections that occur on days when the Permit Coordinator is not scheduled to be present by arranging in advance for the inspections to be covered by Public Works staff.
- Schedule and facilitate a "Lessons Learned" meeting at the conclusion of significant permits involving the Permit Coordinator with key staff to determine what worked well and areas where improvements should be considered.

Other Services

Additional services available during periods when there is no permit work and there is time to provide other services. Work efforts for these other services are anticipated to include:

- Review proposed CIP projects and review comments and cost estimates to assist village staff with potential future TIF budget requests.
- Prepare draft RFPs for various services as needed.
- Provide QA/QC review of CIP projects at various stages of completion.
- Provide preliminary project design for future CIP considerations. Experienced in most areas of public infrastructure.
- Provide mentoring to various staff regarding processes common to municipal work.

Proposed Schedule

It is important to provide a consistent presence at the Village of Oak Park to review permit applications, coordinate reviews, perform scheduled inspections and ensure the permit review process involving Public Works is current and managed efficiently. Provide planned backup during any window of time the Permit Coordinator will not available. Efforts to provide proper availability include:

- The proposed schedule is based on an assumed budget amount of $150,000. This budget amount would provide approximately 1,184 hours. With these hours, it is possible to average three to four days per week at 8 hours per day. Since the goal is to manage the permit process for the Public Works Department, the strategic use of the available hours is critical as well as maintaining consistency to minimize confusion for the staff and the permit customers.



- The Permit Coordinator will maintain weekly schedules to optimize the available budget.
- The chart below depicts the proposed average staffing at the Village of Oak Park. Coverage is expected to start in February providing an average of two days per week increasing up to four days during the peak summer weeks and then back down to two days per week in the fall. As has been our experience, services typically are lower in the winter and fall months.

Permit Plan Review and Inspection Services for the Public Works - Proposed Weekly Schedule

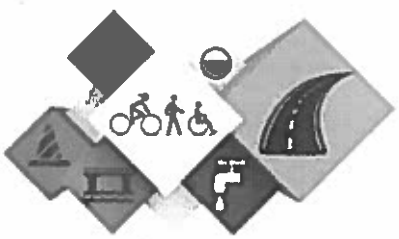
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL DAYS	Hours Per Day	
WKs/Mon	4	5	4	4	4	5	4	5	4	4	5		8	
Days/Week	2	2	4	4	4	4	4	4	2	2	2			
Days/Mon	8	10	16	16	16	20	16	20	8	8	10	148	1184	Tot HRs

Seasonal Reduction in Weeks

Note: Schedule depicts weekly averages and does not depict changes due to extreme high or low workload periods or Holidays

Statement of Commitment

Chastain commits the 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.



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Permit Reviewer Resume

SCOTT R. KASPER, P.E. | Permit Coordinator

Mr. Kasper is a licensed professional engineer with more than 33 years of extensive experience in all aspects of municipal engineering. Skilled in infrastructure management, capital planning, storm water management, site development, and securing federal funding for capital projects. He has an detailed background in infrastructure design, Asset Management, budgeting, scheduling, contract implementation, construction, and quality control. Mr. Kasper is a Project Manager in Chastain's Schaumburg office. He joined the firm in 2017.

EDUCATION

- BS in Civil Engineering, University of Illinois

REGISTRATION

- Professional Engineer, Illinois, 1997, 062-041391
- Professional Engineer, Texas, 2017, 126116

PROFESSIONAL ASSOCIATIONS

- APWA Lifetime Member

CAREER

- Village of Schaumburg, Engineering Division Manager, 2017-2004
- Village of Schaumburg, Senior Civil Engineer, 2004-1984

Mr. Kasper, during his career at the Village of Schaumburg had over 25 years of direct involvement in review of private developments, coordination of permit work within the Village right-of-way and over 10 years of inspection related work.

Village of Schaumburg, Department of Engineering and Public Works 2017-2004 – Engineering Division Manager
Responsible for the design and construction coordination of the village's CIP with an annual average value of $30 million.

- Provided duties as Village Engineer of Engineering of Public Works. Directly supervised a staff of nine including four professional engineers.
- Interfaced with Community Development and Transportation Departments to coordinate review, inspection and acceptance of private developments.
- Managed the completion of the $300 million Convention Center and Hotel, and designed, supervised, or managed more than 100 capital projects since 2004.

Village of Schaumburg, Department of Engineering and Public Works 2004-1984 – Sr. Civil Engineer

- Was responsible for the design and construction coordination of the village's CIP with annual average value of $20 million.
- Assisted the Director in the day-to-day operations of the Engineering Department consisting of 22 employees, while directly supervised up to six employees.
- Developed a comprehensive village wide permit management system database.
- Coordinated a 29-acre TIF District in the heart of Schaumburg, which included a new library, various shops and restaurants.
- Completed a village wide storm water study based on the flood of record of August 13-14, 1987 and implemented over $1.5 million of storm water projects.
- Provided traffic engineer services including traffic studies and plan reviews.

Projects included:
Schaumburg Road Corridor Improvements
Implementation of streetscape enhancements along a six mile stretch of Schaumburg Road located within the corporate limits of the Village of Schaumburg. This project was implemented over five stages and included parkway trees, sidewalk improvements, paver fields, pocket parks with landscaping and benches, decorative pedestrian level lighting, painted traffic signals, and irrigated landscape medians.



Village of Schaumburg

TIF Project Management

Chastain Engineers are managing the Schaumburg North TIF program a 225-acre mixed use development on behalf of the Village of Schaumburg. The project includes working with approximately two dozen different entities to orchestrate their infrastructure and permitting needs such that all work will complement one another. The typical infrastructure and permitting involves roadway and municipal improvements from new roads and traffic signals to storm water management and utilities for both public and private users. The Schaumburg TIF District includes area is home to a Cook County Highway maintenance facility with 24-hour operations, corporations Zurich and Motorola and the Schaumburg Convention Center. Contact: Kristin Mehl, Engineering Division Manager 847-923-6618

Village of Woodridge

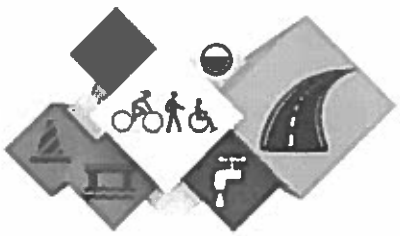
Janes Avenue, Woodridge, Illinois

Chastain is providing planning, Phase II and Phase III engineering services for the resurfacing of Janes Avenue from 75th Street to Center Drive. The proposed improvements include milling of the existing asphalt surface of the ½ mile of 4-lane roadway and replacing it with .75" of polymerized leveling binder and 2" of HMA surface course. The project will also include the replacement of deteriorated curb and sidewalk, miscellaneous storm sewer structure adjustments and reconstructions, pavement patching, pavement markings, traffic signal detector loop replacement, and traffic control. Work will involve preparation of a Project Report (BLR Form 19100 State Approved CE Project) for the initial planning and coordination of the project. Funding sources includes STP & Village MFT. Work will also include survey, IDOT-BLR and DMMC MPO agency coordination, and preparation of design plans for the March 2019 IDOT letting. Phase III observation services will be completed in the Summer / Fall of 2019. Documentation will follow IDOT Local Roads (federal funded) policies. Contact: Christopher Bethel, Director of Public Works 630-719-4753

City of Elgin

Elgin Easy Street Neighborhood Reconstruction Project

Chastain provided Phase II design and Phase III construction engineering services for the infrastructure and pavement rehabilitation/reconstruction of the Easy Street neighborhood including new curb and gutters and approximately three miles of new sidewalks including ADA ramp assessment at 11 intersections. Work included topographic survey, utility inspections, televising, inspection and rehabilitation recommendations on approximately four miles of sewers ranging in size from 8" to 48" and designed the replacement of approximately 1.5 miles of 8", 10" and 12" water mains using trenchless and traditional open cut installation methods. Project pavement design utilized a new fine graded HMA surface course for improved residential durability. Work also included coordination with various city departments, preparation of separate plans and specs for water mains and roadway improvements. Phase III construction services included full-time observation, documentation, and pay estimates. Public outreach included door hangers to keep residents informed of project progress and open house events. Project was completed on-time in 2017 for a total construction cost of $3.9 million which was $211,506 under budget. Contact: Jay Beverly, Engineering Inspector 847-931-5958



DANIEL HOSCILO | Project Engineer

Mr. Hoscilo is a civil engineer with seven years of experience. He has experience in highway engineering design, project and asset management, road markings and traffic signs design. Mr. Hoscilo joined the firm in 2020 and is a Project Engineer in our Schaumburg office.

EDUCATION

- University of Bradford, Bachelor of Science in Civil and Structural Engineering, United Kingdom, 2013

Village of Schaumburg, Interim Community Development Engineer
Providing engineering support of Schaumburg's Community Development Department. Duties include site plan review, subdivision review, permit review, customer service request response, drainage concern investigations, and management of Engineering Division inspector staff.

Village of Lake in the Hills, 2020 Transportation Engineering Services - Project Engineer
Providing on-call transportation engineering and GIS mapping services for the 2020 calendar year; serving as the Village Engineer. Scope of work includes providing services related to transportation, pavements and GIS mapping on an as-needed basis. Initial project work includes preparation of contract documents and construction observation for the 2020 MFT Roadway Maintenance program. Work will also include reporting to the Village staff and Board on service progress.

City of Elmhurst, Pavement Management System – Project Engineer
Analyzing the current pavement conditions of approximately 162-centerline-miles of city-maintained streets through a comprehensive evaluation study for the City. This study will also assist the City with their future roadway grant funding requests. The scope of work involves establishing a GIS base file for project presentation, data management of the collected pavement condition surveys, manage the integration of data with GIS for the community, prepare pavement maintenance recommendations, and drafting the final 5-year Pavement Management Plan for the community. A subconsultant will perform the pavement surveys.

City of Benton, I-57 Interchange Project – Project Engineer
Phase I engineering services for a proposed split diamond interchange along I-57 at IL 14 and Petroff Road for the City of Benton, Illinois. The existing diamond interchange at I-57 and IL 14 is being evaluated for improvements in an effort to redirect heavy truck traffic from the Benton City Square to the light industrial and coal mining areas north and east of town. The split-diamond configuration will require new collector-distributor lanes that parallel I-57 to limit ramp weaving conflicts between the closely spaced crossroads. Also, consideration of a new Frontage Road along the west side of I-57. Scope of services include survey, completion of the Combined Design Report, preparation of Location Drainage Study and Bridge Condition Report, facilitate public involvement efforts, preliminary phase I plans, transportation management plan, intersection design study, traffic, crash and



geometric studies and analysis, structural analysis, environmental impact analysis, geotechnical analysis, noise analysis, utility coordination, and determine right-of-way needs and develop plats and legals for all property acquisition. Project is being funded through the Illinois Competitive Freight Program.

Previous Experience:

CDM Smith – Transportation Engineer

- Worked on third-party data which addresses the strategy used for determining the placement of vehicle detection sensors on the Illinois Tollway system. The scope of the project was to look at the needs of the users and identifies a potential new approach that better addresses those needs.
- Responsible for incident analysis, producing speed charts, traffic heat maps, and accident reports.
- Work closely with many traffic, highways, and data analysis engineers. Daily, I liaise with Illinois Tollway Traffic Operation Center, various sub-contractors, and data providers like Verizon, Here and Inrix to assist them in providing the best possible product.

Terra Engineering – Highways Design Engineer

- Following the move from the United Kingdom to the United States, I've joined Terra and almost immediately was assigned to the Central Tri-State Thirds Party Data project lead by CDM Smith. I work full time form CDM Smith office since May 2019.

Calderdale Council – Highway Engineer

- Leading the team of 10 dedicated professionals.
- Liaising with elected members, customers and colleges across all departments and all levels on a daily basis.
- Monitoring the budgets, KPI's of the team and reporting it to corporate leads.
- Developed costed and resourced programs of work and risk registers to deliver the work identified in project briefs.
- Monitor expenditure and progress against, approved budgets to develop programs of work across all Council highway assets.

Highways England – Asst. Service Delivery Manager

While being an employee of Jacobs Engineering UK I did year-long secondment within Highways England Network Delivery and Development Team. My responsibilities there were:

- Working day-to-day on Area 10 ASC contract schemes.
- Liaising with subcontractors on daily basis, revising scopes of works, target costs and traffic management orders. Look over deriving methods for proposed contract rates, to deliver efficient and best value for money solutions.

Jacobs Engineering – Graduate Highway Design Engineer

- Delivering the detailed design for West Yorkshire Police Depot, Wythenshawe Interchange and Congleton by-pass. BIM Practitioner responsible for Civil 3D modeling, preparing Auto Trach sweeping paths for vehicles.
- The Congleton by-pass role involved a considerable amount of liaising and working with the India office to design and produce over 8 miles of typical highway design, proposed vehicle restraint system. I was a designated contact for colleagues in Kolkata and for the site staff regarding all technical queries relating to the scheme.



COST ESTIMATE OF CONSULTANT SERVICES

VILLAGE OF OAK PARK PERMIT REVIEW AND INSPECTION SERVICES

FIRM Chastain & Associates LLC **DATE** 11/23/20

OVERHEAD RATE	1.3289
COMPLEXITY FACTOR	0
REDUCTION IN O AND FB FACTOR	-12%

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	VEHICLE COSTS (D)	FEE (E)	REDUCTION IN O & FB (F)	TOTAL (B-G)	% OF GRAND TOTAL
Premit Coordinator II	650	36,153.00	48,043.72	2,159.46	14,175.61	-6,281.80	94,250.00	62.89%
Premit Coordinator I	540	21,652.87	28,774.49	1,794.02	5,861.72	-2,463.09	55,620.00	37.11%
					0.00			
TOTALS	1190	57,805.87	76,818.22	3,953.48	20,037.33	-8,744.89	149,870.00	100.00%

REDUCTION IN OVERHEAD AMOUNT DUE TO UTILIZING VOP OFFICE