



Request for Proposals (RFP) For Architectural Design Review Professional Consultant

**For the
Village of Oak Park, Illinois**

The Village of Oak Park will accept completed proposals at the office of the Department of Development Customer Services located at Village Hall, 123 Madison Street, Oak Park, Illinois, 60302, Monday through Friday, 8:30 a.m. to 5:00 p.m. Proposals should be addressed to Mr. Craig Failor, Village Planner. Proposals will be accepted until 5:00 p.m. on **Monday, December 11, 2017**. Proposals will be evaluated and interviews scheduled for the top candidates.

PURPOSE

The purpose of this RFP is to seek proposals from licensed local Architects or local Architectural Design firms who do not perform work in the Village of Oak Park and agree not to perform work in the Village of Oak Park for the duration of their contract for the purposes of:

- 1.) Evaluating building permit applications for compliance with applicable design standard regulations established within the Oak Park Zoning Ordinance;
- 2.) Performing pre-application consultations with developers and/or applicants for Planned Developments; and
- 3.) Providing a detailed review of any architectural elevations or renderings for each Planned Development application to ensure compatibility with the surrounding area in an effort to enhance the overall visual image of the Village.

CHARACTER OF THE AREA

The Village of Oak Park, Illinois, is an inner ring suburban community of about 52,000 people located immediately west of the City of Chicago and known for its architectural heritage and diverse population. Within its 4.5 square miles lives one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes. Oak Park shares its eastern border with the Austin neighborhood of the City of Chicago. Both Oak Park and its surrounding areas are mature, built-out communities featuring tremendous opportunity for infill and reinvestment capitalizing on significant existing public infrastructure, including public transit amenities. The Village of Oak Park borders the community of Galewood within the City of Chicago to the north, the City of Chicago's Austin community to the east, the Villages of River Forest and Forest Park to the west and the City of Berwyn and the Town of Cicero to the south.

BACKGROUND

Envision Oak Park, the current comprehensive plan adopted in September 2014, inventories and addresses issues and opportunities throughout the community, providing context for how Village government may use its resources and collaborate with other partners to accomplish objectives beyond the scope of any one proposed improvement or investment. A corollary of the adopted Plan, the elected officials approved an update / revision of the Village's Zoning Ordinance in September of this year with new regulations relative to architectural design standards and review processes.

The intent of these design standards is to promote architectural innovation and creativity in the design of buildings and sites, to promote design of buildings with visual interest that complement the streetscape, to maintain compatibility with surrounding developments, and to enhance the pedestrian-oriented character and overall visual image of the Village. The purposes of the design standards are to advance the interest of public health, safety, and welfare as related to the exterior of buildings by:

- A. Stabilizing or improving property values.
- B. Promoting civic beautification.
- C. Protecting property rights and values by balancing the rights of landowners to use and improve their land with the corresponding rights of abutting and neighboring landowners to enjoy their property.
- D. Promoting environmentally sustainable development.
- E. Promoting the development of an economically sound and stable Village.
- F. Integrate new development harmoniously into existing built environment

Zoning can serve as both a regulatory tool and an incentive for new development. Traditionally, Zoning has been used to inform people permitted uses of their land. More recently, communities have used zoning as a development incentive to attract new investment that otherwise may not have entered the community. By changing the zoning development parameters i.e. design standards the economics of development can be more easily achieved.

FUNDING SOURCE

The consultant will be paid by the Village of Oak Park's general operating revenues based on a three year renewable contact.

SCOPE OF SERVICES

On September 18, 2017, the Village Board of Trustees adopted a revised Zoning Ordinance which requires architectural design reviews for all Planned Developments and other developments consisting of new construction and/or substantial enlargements of non-residential and mixed use structures as well as multiple family dwellings of three or more units. Additional information on this can be found in Article 7 of the [Oak Park Zoning Ordinance](#). The intent of this process is to ensure all applicable developments receive an objective and timely review based on Village design standards.

The selected architect/firm will be responsible to review all pertinent plans in a timely manner. Except for an initial review and recommendation of Planned Development applications, the architect/firm will access all building permit plans, as a registered user via the Village of Oak Park's [VillageView](#) Permitting Software system upon notification by Village staff of a pending review. Comments and reviews will be conducted within this system.

For initial reviews and recommendations of Planned Developments, staff will coordinate contact between the applicant and architect. Working drawings will be provided either through the applicant or staff with an expectation that coordination and communication between all parties be paramount. It will be expected that a final review memorandum regarding Planned Development architectural drawings be prepared in a timely manner for consideration by the Oak Park Plan Commission.

A more detailed Scope of Work may be necessary upon contract negotiations.

PRIMARY WORK PRODUCT

Initiation: Development identified in Section 7.2.A of the Zoning Ordinance is subject to design review per the procedure below, with the following exceptions:

1. Planned developments are reviewed for compliance with these design standards during the planned development process. No additional design review process is required.
2. In the historic districts, when a Certificate of Appropriateness is required, no additional design review per this Article is required. If no Certificate of Appropriateness is required, then design review is required.
3. Development subject to any other review process including, but not limited to, those conducted by the Historic Preservation Commission, Plan Commission, or Community Design Commission, that includes review of building design are reviewed for compliance in those processes. Confirmation that additional design review is not required will be verified by the Zoning Administrator.

Procedure:

1. **Pre-Application Conference**
Applicants, prior to submitting a formal application for a building permit, may request at their option, a pre-application conference with the Zoning Administrator. The purpose of the conference is to help the applicant

understand the applicable design standards by which the application will be evaluated.

2. Process

- a. Any building permit that requires design review will be submitted to the Department of Development Customer Services, who will determine if it meets or does not meet the applicable design standards.
- b. A denial requires written findings as to how the proposed development does not meet the design standards.
- c. A denial may be appealed to the Community Design Commission and the applicant must submit a written statement explaining the reason for an appeal. All appeals must be filed within 14 days of the issuance of the Department of Development Customer Services denial.
- d. The Community Design Commission will review the appeal at its next regularly scheduled meeting. The denial may be modified, reversed, or affirmed by the Commission. The Community Design Commission decision may be appealed to the circuit court.

Review Considerations: In addition to the applicable standards, design review applications must consider the following and demonstrate that these were considered:

1. The location, arrangement, size, design, and general site compatibility of structures and site elements to ensure:
 - a. Relate harmoniously to the scale and architecture of adjacent buildings.
 - b. The removal or disruption of historic, traditional, or significant, uses, structures, or architectural features or neighborhood patterns should be minimized as much as possible, whether these exist on the site or on adjacent properties. New structures, additions, and alterations should be sympathetic to and complement the scale and design of surrounding historic structures and locally significant buildings of architectural merit.
 - c. The arrangement of new structures should be compatible with existing development. Where appropriate, new structures should continue traditional street patterns.
 - d. New structures and additions to existing structures should not create substantial shadows on public plazas and other open spaces. In determining the impact of shadows, the following factors should be taken into account: the amount of area shaded, the duration of shading, and the importance of sunlight to the type of open space being shadowed.
 - e. New structures should preserve and provide for active and passive solar access on adjacent properties as practicable.
 - f. Efficient development that responds to the existing utilities and service conditions in order to minimize the demand for additional municipal services, utilities and infrastructure.
 - g. Compatibility with, and mitigation of, any potential impact upon adjacent property.

5. Five (5) copies of the Statement of Qualifications/Proposal should be submitted to Craig Failor, AICP, Village Planner, Department of Development Customer Services, 123 Madison Street, Oak Park, Illinois 60302.

6. A selection committee of Village of Oak Park staff will evaluate qualifications. The firm selected shall be based on qualifications; however, it is requested that all firms include proposed fees and how these have been developed. After selection of the most qualified firm, staff will negotiate a final fee for the contract based on a detailed scope of service developed by the Village of Oak Park and the selected consultant. If the Village of Oak Park and that firm are unable to negotiate a contract, negotiations will be terminated with that firm and the next most qualified firm will be selected until a contract has been negotiated with a qualified firm. The Consultant shall enter into a Professional Services Agreement with the Village in substantially the form attached.

SUBMISSION DEADLINE

Proposals will be accepted via email at planning@oak-park.us or by mail at the Village of Oak Park, Department of Development Customer Services located at 123 Madison Street, Oak Park, IL, - Monday through Friday, 8:30 a.m. to 5:00 p.m. until 5:00p.m. CST Friday, December 11, 2017. Statements received after this deadline will not be considered. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages participation by minority and women business enterprises as well as 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.

Questions may be directed to Craig Failor, AICP, Village Planner at cfailor@oak-park.us or (708) 358-5418.

Att: Professional Services Agreement Example

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ___ day of [month], 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, an Illinois corporation (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have _____ services performed by the Consultant for the Village pursuant to the Consultant's Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as the "Project") regarding _____; and

WHEREAS, the Consultant has represented to the Village that it has the necessary expertise to perform such services for the Village and has expressed its willingness to furnish its services for the Project, subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform all of the services as more completely set forth in the Consultant's Proposal ("Services"). After written authorization by the Village, the Consultant shall provide the Services. The Consultant shall not use subconsultants. Consultant to perform any of the Services that are the subject of this Agreement without the prior written approval of the Village.

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

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Department of Development Customer Services Director 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 Village Representative by providing the Consultant with written notice of such change which notice shall be served in accordance with Section 13 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 _____ 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 served in accordance with Section 13 of this Agreement.

2.6 The Consultant is an independent consultant for the Village and shall not be considered an agent or employee of the Village.

2.7 The Consultant shall not perform work in the Village of Oak Park for the duration of this contract.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services pursuant to the rates set forth in the Consultant's Proposal not to exceed \$_____. 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.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a term beginning on the Effective Date defined herein.

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 (1) not less than ten (10) calendar days written notice pursuant to Section 14 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. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless and defend the Village against any and all lawsuits, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its respective employees.

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, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed 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 shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the Consultant shall mail fifteen (15) days' written notice to the certificate holder named to the left."

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) **Professional Liability:**

i. Limits:

General Aggregate	\$2,000,000.00
Per Claim	\$2,000,000.00

ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(B) **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 worker's compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Illinois Workers' Compensation Act, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

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. AMENDMENTS AND MODIFICATIONS.

8.1. 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.

9. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

9.1. 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.

9.2. 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

(ILCS 140/1 et. seq.) (“FOIA”) request within five (5) business days after the Village issues notice of such request to the Consultant.

10. NO COLLUSION.

10.1. 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.

11. ENTIRE AGREEMENT.

11.1. 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.

12. GOVERNING LAW.

12.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance without regard to conflicts of law principles.

13. NOTICE.

13.1. 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, email or by facsimile 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:

If to the Consultant:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

Fax: 708-358-5101

Email: villagemanager@oak-park.us

Email:

13.2. 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.

13.3. Notice by email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (8:30 a.m. to 5:00 p.m. Chicago time). In the event email 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.

14. BINDING AUTHORITY.

14.1. 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.

15. HEADINGS AND TITLES.

15.1. 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.

16. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

16.1 This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A PDF copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

17. EFFECTIVE DATE.

17.1. The Effective Date of this Agreement shall be the date that the Village Manager of Oak Park executes this Agreement as set forth below.

[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 day and date first written above.

VILLAGE OF OAK PARK

[consultant]

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Dated: _____

Dated: _____