

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2017-0217

**Innoprise Contract #:** C17-0034

**Year:** 2017

**Amount:** \$15,245.00

**Department:** Parks & Grounds - Gary Couch

**Contract Type:** Professional Architectural Services

**Contractors Name:** Upland Design Ltd.

**Contract Description:** Veterans Park Redesign

**MAYOR**  
Daniel J. McLaughlin

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
orlandpark.org



**TRUSTEES**  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

May 3, 2017

Ms. Michelle Kelly, RLA, CPSI  
Upland Design Ltd.  
24042 Lockport Street, Suite 200  
Plainfield, Illinois 60544

**RE: NOTICE TO PROCEED – Veterans Park Redesign**

Dear Ms. Kelly:


This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of April 26, 2017.

Please contact Gary Couch at 708-403-6241 to arrange the commencement of the work.

The Village has processed Purchase Order #17-001339 for this contract and emailed this to your company on May 3, 2017. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated April 17, 2017 in an amount not to exceed Fifteen Thousand Two Hundred Forty-Five and No/100 (\$15,245.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Gary Couch

**MAYOR**  
Daniel J. McLaughlin

**VILLAGE CLERK**  
John C. Mehalek

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**TRUSTEES**  
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April 17, 2017

Ms. Michelle Kelly, RLA, CPSI  
Upland Design Ltd.  
24042 Lockport Street, Suite 200  
Plainfield, Illinois 60544

NOTICE OF AWARD – Veterans Park Redesign

Dear Ms. Kelly:

This notification is to inform you that on April 3, 2017, the Village of Orland Park Board of Trustees approved awarding Upland Design Ltd. the contract in accordance with the proposal you submitted dated February 16, 2017, for Veterans Park Redesign for an amount not to exceed Fifteen Thousand Two Hundred Forty-Five and No/100 (\$15,245.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 1, 2017.

- I am attaching the Contract for Veterans Park Redesign Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Gary Couch

**VILLAGE OF ORLAND PARK  
Veterans Park Redesign & Construction Management  
Professional Architectural Services**

This Agreement (hereinafter referred to as the "Agreement") is made this 17<sup>th</sup> day of April, 2017 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Upland Design Ltd. (hereinafter referred to as the "LANDSCAPE ARCHITECT").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the LANDSCAPE ARCHITECT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

- This Agreement
- Exhibit A – Professional Architectural Services General Terms and Conditions
- The Request for Proposal issued February 2, 2017, including all issued addenda
- The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements
- Affidavit of Compliance
- Insurance Requirements
- Certificates of Insurance

**SECTION 2: SCOPE OF SERVICES AND PAYMENT:** The LANDSCAPE ARCHITECT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Review and refresh the Veterans Park, located at 7721 Wheeler Drive, Orland Park, Illinois, 60462. Design and deliver a final written redesign plan that utilizes visual aids, construction documents, drawings, maps and preliminary sketches to clarify suggestions and recommendations and includes, at minimum, the following components:

1. Expanded concrete curbing;
2. Replacement of the existing play unit with a new play unit;
3. Wood play surface will be used as safety fall protection;
4. Ensuring ADA accessibility at project location;
5. Keeping sand volleyball, tennis, pavilion, basketball and athletic fields in place;
6. Meeting the needs of the Village residents and visitors. As determined by the Village's Parks & Grounds Department, the successful Proposer must meet in person with Village residents at a Village facility and will be required to conduct a written survey;
7. Provide strategies to effectively implement the redesign plan;
8. Provide Construction Administration, On-site Observation and Reports
9. The Village will provide a survey of the area.

(hereinafter referred to as the "SERVICES") as further detailed in the project manual and the proposal and the VILLAGE agrees to pay the LANDSCAPE ARCHITECT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

Phase I	Site Analysis & Concept Development	\$ 3,931.00
Phase II	Construction Document Preparation and Permitting	\$ 5,118.00
Phase III	Bidding Assistance	\$ 1,516.00
Phase IV	Construction Administration	\$ 4,680.00

**TOTAL FEE and REIMBURSABLE EXPENSES:** an amount not to exceed Fifteen Thousand Two Hundred Forty-Five and No/100 (\$15,245.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** LANDSCAPE ARCHITECT shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Agreement shall commence on the date of execution. The SERVICES shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion of construction. This may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The LANDSCAPE ARCHITECT shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the LANDSCAPE ARCHITECT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said LANDSCAPE ARCHITECT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents; employees, representatives and their assigns shall have the right to defense counsel of their choice. The LANDSCAPE ARCHITECT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The LANDSCAPE ARCHITECT shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the LANDSCAPE ARCHITECT shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor

or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the LANDSCAPE ARCHITECT in compliance with the AGREEMENT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** LANDSCAPE ARCHITECT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: LANDSCAPE ARCHITECT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the LANDSCAPE ARCHITECT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The LANDSCAPE ARCHITECT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. LANDSCAPE ARCHITECT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. LANDSCAPE ARCHITECT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The LANDSCAPE ARCHITECT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the LANDSCAPE ARCHITECT:**

Michelle A. Kelly, RLA, CPSI  
Upland Design Ltd.  
24042 Lockport Street, Suite 200  
Plainfield, Illinois 60544  
Telephone: 815-254-0091  
Facsimile: 815-254-6010  
e-mail: mkelly@uplanddesign.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The LANDSCAPE ARCHITECT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the

Village Manager or a designee, the LANDSCAPE ARCHITECT shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The LANDSCAPE ARCHITECT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** LANDSCAPE ARCHITECT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.


**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE OF ORLAND PARK

By:   
Print Name: Joseph S. LaMorga  
Its: Interim Village Manager  
Date: 4-27-17

FOR: UPLAND DESIGN LTD.

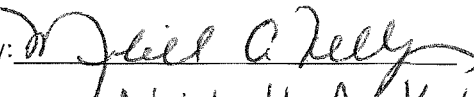
By:   
Print Name: Michelle A. Kelly  
Its: President  
Date: 4/24/2017

EXHIBIT A  
VILLAGE OF ORLAND PARK  
PROFESSIONAL ARCHITECTURAL SERVICES  
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Architect and Village:** The Architect shall serve as the Village's professional architectural consultant in those Projects, or phases of the Project on which it has been retained by the Village and to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Architect is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Architect shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Architect.
  
2. **Responsibility of the Architect:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Architect shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Architect shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Architect.
  
3. **Changes:** The Village reserves the right by written change order or amendment to make changes in requirements, amount of services, or professional time schedule adjustments, and Architect provided the Village shall negotiate appropriate contract adjustments acceptable to both Parties to accommodate any changes. The Architect is not responsible for, and Village agrees herewith to hold Architect harmless from any and all errors which may be contained within the Contract Documents or the Project Documents, including plans and specifications for the Project, unless such errors are the result of the services of the Architect. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Architect in the exercise of its professional service, is not the responsibility of the Architect and any and all costs associated with such errors shall be borne by others.
  
4. **Suspension of Services:** Village may, at any time, by written order to Architect (Suspension of Services Order) require Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by



such order. The Village, however, shall pay all fees and costs incurred up to and by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Architect shall not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other documents prepared by Architect (hereinafter "Project Documents") in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village and Village shall be entitled to use said Project Documents provided the Village has complied with the terms of this Agreement, including prompt payment of all sums due.. Architect shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Architect, including all intellectual property rights to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Architect reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Architect in their preparation. The Architect also reserves the right to retain hard copy originals of all Project Documents delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. Use by the Village of machine readable form Project Documents is at the Village's own risk and responsibility.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. The Project Documents shall not be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Architect, shall be at Village's sole risk, and Village shall indemnify, defend and hold harmless Architect from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Village and Architect.

The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Architect in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Architect has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Architect's opinions of probable Project construction cost provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's judgment as a design professional familiar with the construction

industry, but Architect cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by Architect. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the construction cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Architect.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one PARTY of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each PARTY acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Architect hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the PARTIES and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Architect shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontract:** Architect may subcontract portions of the services, but each subconsultant must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Architect to enter upon public and private property and the Village obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Architect's employee salaries, overhead and fee) incident to any effort by Architect toward assisting Village in such access, permits or approvals, if Architect performed such services.

16. **Designation of Authorized Representative:** Each PARTY to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Architect whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Architect's services, or any defect or nonconformance of the work of any Contractor.
18. **Information Provided by Others:** The Architect shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Architect such information as is available to the Village and the Village's consultants and contractors, and the Architect shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Architect becomes aware of inaccuracies or incompleteness. The Village recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
19. **Terms of Payment:** Architect shall submit monthly statements for the Services and any additional services rendered and for Reimbursable Expenses incurred, based upon Architect's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Architect, Architect may after giving seven days written notice to Village, suspend services under this Agreement until Architect has been paid in full all amounts properly due for services, expenses and charges. Architect shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Architect and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances. If Architect becomes aware of such hazardous materials at the Project site, the Architect shall notify the Village.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

22. **Insurance:** The Architect shall provide the Village with certificates of insurance evidencing all coverages held by the Architect, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the PARTIES, or provision thereof the fact that a facsimile transmission was used.
24. **Certifications:** Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify the existence of facts, opinions or conditions that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services. The Village also agrees not to make resolution of any dispute with Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such certification that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services.


BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ARCHITECT:

UPLAND DESIGN LTD

By:  4/24/17  
 Officer Date

Print Name: Michelle A. Kelly

VILLAGE OF ORLAND PARK

By:  5/3/17  
 Officer Date

Print Name: Joseph S. LaMorgo

# 3

## Redesign Services

### Background

Veterans Park is a 3.9 acre park that provides neighbors with playground, basketball, tennis, volleyball, softball and picnicking. With twenty year old play equipment, the playground is set to be fully renovated to provide the community with new play equipment, more accessible spaces and a revitalized recreation experience.

### Project Approach

Upland Design will implement a four phase approach to move from understanding the site and existing conditions to designing a creative space and developing plans and cost estimates. Once the Village of Orland Park and community approve the proposed plans, we will prepare construction documents and assist with permitting and public bidding of the park. Finally, we can assist the Village through construction administration and punch list completion. The scope of services includes:

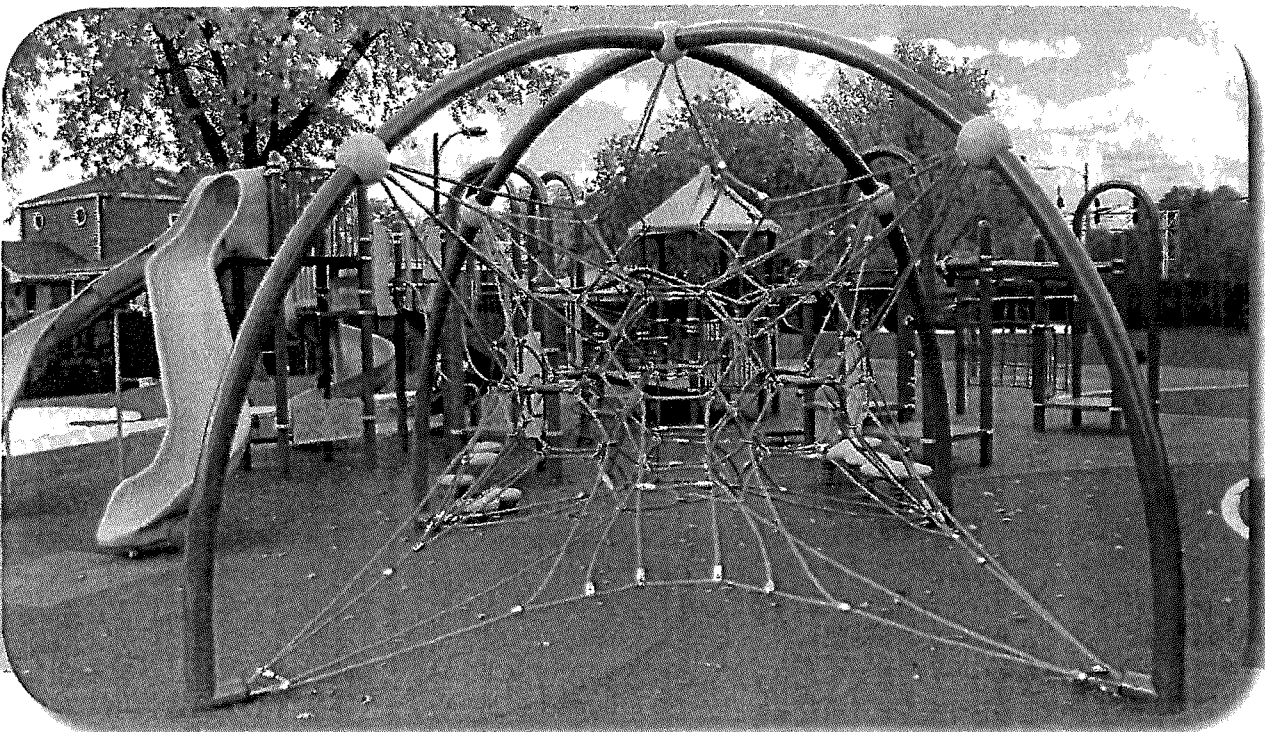
Phase I: Site Analysis and Concept Development

Phase II: Construction Documents and Permitting

Phase III: Bidding Assistance

Phase IV: Construction Administration

Each phase is detailed on the following pages.



# Scope: Phase I - Site Analysis & Concept Development

## Phase I - Site Analysis & Concept Development

- 1.1 Base Information: The Village will provide a survey of the site. This shall be provided in AutoCAD format for use as a base for design.
- 1.2 Kick Off Site visit: A site visit and kick off meeting will take place to review existing conditions and confirm project goals. Photos taken for office use. (1 site visit with Kickoff meeting)
- 1.3 Preliminary Concepts: Upland Design Ltd will prepare two preliminary site concept plans for the renovation of the park and playground. Cost estimates for each concept will be prepared. The plans will include the following renovation items:
  - New playground equipment
  - New loose fill safety surfacing with expanded concrete curbing
  - Accessible paved route and ramp into loose fill play surfacing
  - Renovation of under drainage system
  - Landscape renovation as needed
  - Site furniture: benches and litter receptacles
- 1.4 Review Meeting: Upland Design will present the two concepts with detailed play equipment to the Parks and Recreation Department staff for input along with cost estimates. The concepts will include images of proposed equipment, site furniture, ADA path, curb modifications and proposed renovations. Based on input from the Village, one or both plans will be updated for presentation at the public meeting. (1 meeting)
- 1.5 Community Meeting: The plan(s) will be presented at a public meeting led by Upland Design at a Village facility. A written survey will be created by Upland. Community members will be invited to provide feedback on design and play equipment elements. The Village will invite attendees and provide a meeting location. Upland Design will prepare a meeting and survey summary. (1 public meeting)
- 1.6 Finalize Plans and Costs: Based on the public input and discussion with Village officials, Upland Design will finalize the site plan and cost estimates. These will be submitted to the Director of Parks and Grounds via email for final approval or adjustments and approval.



# Scope: Phase II - Construction Document & Permitting Phase III - Bidding Assistance

## Phase II: Construction Document Preparation

2.1 Plans: Upland Design will prepare construction plans, details, specifications and a bid proposal form for the playground improvements based on the approved concept plan. One bid package will be prepared. Plans will address:

- Existing Conditions and Removals
- Layout and Dimensioning
- Playground Equipment and Site Furniture Layout
- Landscaping and Lawn Restoration
- Construction Details

Technical specifications will be prepared to cover each area of construction along with a detailed bid proposal form.

Permits: Since the disturbed area is smaller than 1 acre, an Illinois NOI permits will not be required. The Village will secure the Village permits and Upland Design Ltd will discuss and address any design requirements for local permits during the construction document phase.



2.2 Review Meeting: A review meeting with Parks and Grounds Department staff will take place at 75% document completion. Comments from this meeting will be incorporated into the documents. The cost estimates will be updated for review at this meeting. (1 meeting)

2.3 The construction documents will then be completed for bidding. These will be submitted via email prior to printing for a final Village review.

## Phase III: Bidding Assistance

3.1 The bidding documents will be submitted to the Village for bidding and distribution. The Village will place an ad in the local paper and perform other required procedures for bidding. Our staff will notify potential bidders and be available throughout the bidding period to answer questions. Upland Design will be present at the bid opening and will review the bids with staff. Bid tabulations to verify math and a recommendation letter will be prepared and submitted via email to the Village. (1 bid opening)

# Scope: Phase IV - Construction Administration

## OPTIONAL SERVICES:

### Phase IV: Construction Administration

Upland Design provides construction administration services, but not construction management services. A description of these optional administration services are listed below.

Upland Design will make a total of six observation visits to the park site during construction. In addition, we will be available by phone to answer questions throughout construction. A site observation report will be written after each visit and distributed to the Village and Contractor.

We will review construction submittals, pay applications, and close-out documents prepared by the Contractor. Upland Design's role will be to determine general compliance with the contract documents and communicate with the Village staff during the project construction. A walk through with Village representatives and the Contractor will take place at the completion of the park improvements in order to develop a punch list of remaining items and Owner concerns. (6 site visits including punch list)

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this proposal and subsequent agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications.

## Deliverable List:

### Phase I

- Two preliminary park redevelopment concepts with detailed play equipment
- Two cost estimates
- Updated concept or concepts for public meeting (1 or 2 based on Village input)
- Public meeting survey and survey result summary
- Final playground redevelopment plan and cost estimates for approval

### Phase II

- 75% Complete Construction Documents, Specifications and Bid Form
- 100% Complete Construction Documents, Specifications and Bid Form

### Phase III

- Bid tabulation form
- Bid summary letter and Recommendation

### Phase IV - Optional

- Five site visit reports
- One punch list report
- Pay application review
- Submittal review





# Price Breakdown

## Professional Fees

The following are lump sum fees which include professional fees and printing costs with the exception of bid document printing which is not included.

Phase I: Site Analysis & Concept Development	\$ 3,931
Phase II: Construction Document & Permitting	\$ 5,118
Phase III: Bidding Assistance	\$ 1,516
<b>Sub Total Professional Fee</b>	<b>\$ 10,565</b>

## OPTIONAL SERVICES

Phase IV: Construction Administration	\$ 4,480
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## Additional Services

### Staff Meetings

4 included above

additional meetings \$ 524

### Public Meetings

1 included above

additional meetings \$ 786

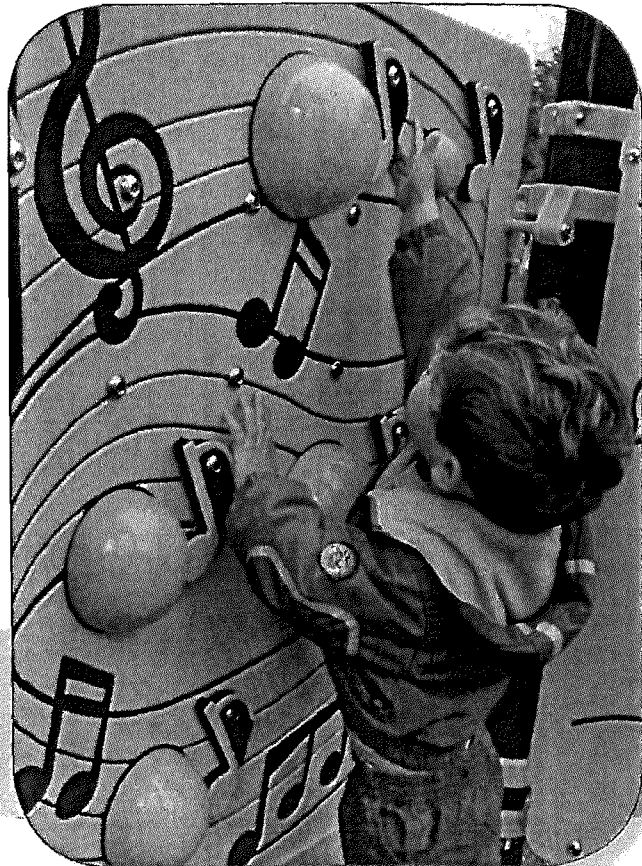
Site Visits and Reports \$580



# 5

## Required Forms

Proposer Summary Sheet  
Affidavit of Compliance  
References  
Insurance Requirements  
Copy of Addendum # 1



PROPOSAL SUMMARY SHEET  
RFP # 17-007  
Veterans Park Redesign

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Upland Design Ltd

Street Address: 24042 W. Lockport Str, Suite 200

City, State, Zip: Plainfield, Illinois 60544

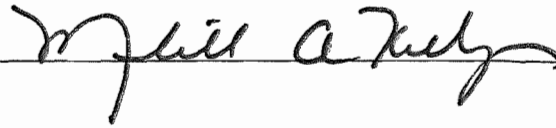
Contact Name: Michelle Kelly

Phone: 815-254-0091 Fax: 815-254-6010

E-Mail address: MKelly@uplandDesign.com

<u>REDESIGN PROJECT</u>	
GRAND TOTAL REDESIGN PROJECT PRICE:	<b><u>\$10,565</u></b>

<u>CONSTRUCTION MANAGEMENT (optional)</u> <small>Proposers are not required to submit pricing for the construction management option, and therefore this section may be left blank.</small>	
GRAND TOTAL CONSTRUCTION MANAGEMENT PRICE:	<b><u>\$4,680</u></b>

Signature of Authorized Signee: 

Title: President

Date: Feb 14, 2017

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## AFFIDAVIT OF COMPLIANCE

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The undersigned Michelle Kelly, as President  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of Upland Design Ltd, certifies that:  
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D. #: 36-4411481  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois December 27, 2000  
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY:** Yes  No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes  No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:


  
\_\_\_\_\_  
Signature of Authorized Officer

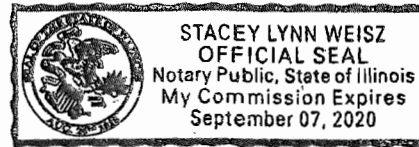
Michelle Kelly  
\_\_\_\_\_  
Name of Authorized Officer

President  
\_\_\_\_\_  
Title

February 14, 2017  
\_\_\_\_\_  
Date

Subscribed and Sworn To  
Before Me This 14 Day  
of February, 2017.

  
\_\_\_\_\_  
Notary Public Signature



(NOTARY SEAL)

## REFERENCES

ORGANIZATION	<u>Batavia Park District</u>
ADDRESS	<u>327 W. Wilson Street</u>
CITY, STATE, ZIP	<u>Batavia, Illinois 60510</u>
PHONE NUMBER	<u>630-879-5235 ext. 2011</u>
CONTACT PERSON	<u>Jim Eby</u>
DATE OF PROJECT	<u>Working with since 2004</u>
ORGANIZATION	<u>Geneva Park District</u>
ADDRESS	<u>710 Western Ave.</u>
CITY, STATE, ZIP	<u>Geneva, Illinois 60134</u>
PHONE NUMBER	<u>630-232-0605</u>
CONTACT PERSON	<u>Larry Gabriel</u>
DATE OF PROJECT	<u>Working with since 2001</u>
ORGANIZATION	<u>Lockport Park District</u>
ADDRESS	<u>16210 S. Broadway</u>
CITY, STATE, ZIP	<u>Lockport, Illinois 60441</u>
PHONE NUMBER	<u>815-838-1183</u>
CONTACT PERSON	<u>Greg Ludwig</u>
DATE OF PROJECT	<u>Working with since 2013</u>
Proposer's Name & Title:	<u>Michelle Kelly, President</u>
Signature and Date:	<u></u>

**INSURANCE REQUIREMENTS**

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident; \$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence; \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence; \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

**PROFESSIONAL LIABILITY**

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The Proposer agrees that if selected as Contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected Proposer.

ACCEPTED & AGREED THIS 14 DAY OF February, 2017

Michelle Kelly  
Signature

Michelle Kelly  
Printed Name & Title

Authorized to execute agreements for:

Upland Design Ltd  
Name of Company





ADDENDUM NO. 1

RFP #17-007  
Veterans Park Redesign

Date: Friday, February 10, 2017  
To: All Potential Proposers  
From: Village of Orland Park  
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the RFP shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

The following are the Village's responses to questions submitted for this RFP:

1. The insurance requirements include "\$2,000,000 - Products/Completed Operations Aggregate" which appears to be for contractors doing construction. Is it possible this is construction contractor requirements for insurance rather than consultants?

Village Response: No, we are asking for \$2,000,000 aggregate and \$1,000,000 occurrence. This is the most basic level of coverage regardless of if you are a contractor or a consultant.

2. On Page 7 under "Proposed Fee", the second sentence notes that the cost shall include "all permits, insurance, good/materials, equipment, plan/laboratory facilities, work transportation, documentation and expense...". Typically, the municipality covers the cost of permits. If we are to include that cost, what do you expect the cost to be from the Village? Will the Village require building permits for the park? If yes, what are the Village requirements for permits?

Village Response: Permits will be required for the construction phase of the project. The Village will pull the permit and the permit fee will not be passed on to the successful bidder

The question and answer period for this bid is closed. **The RFP submission deadline remains Thursday, February 16, 2017 not later than 11:00 A.M.**

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Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the RFP submission.



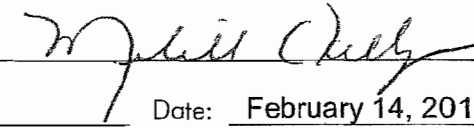
ORLAND PARK

Addendum No. 1, dated Friday, February 10, 2017  
RFP #17-007

*I read and hereby acknowledge this addendum as of the date shown below.*

Business Name: Upland Design Ltd

Name of Authorized Signee: Michelle Kelly

Signature of Authorized Signee: 

Title: President Date: February 14, 2017



## DESCRIPTIONS (Continued from Page 1)

contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability and Workers compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Professional Liability is written on a 'claims made' policy form.  
Some or all officers are excluded from Workers Compensation coverage.