



1 N. Prospect Avenue  
Clarendon Hills, Illinois 60514  
630.286.5410

June 6, 2017

**REQUEST FOR PROPOSALS (RFP)  
TO PREPARE A COMPREHENSIVE ZONING ORDINANCE AMENDMENT  
FOR THE VILLAGE OF CLARENDON HILLS, ILLINOIS**

The Village of Clarendon Hills (the "Village") is requesting proposals to prepare a Comprehensive Zoning Ordinance Amendment for the Village of Clarendon Hills as described in the enclosed Request for Proposals (RFP).

The Village will conduct a pre-submittal informational session via a conference call on June 13, 2017 at 10 am central time. The conference call phone number is 213-550-2200. When instructed, enter the Conference ID: 60514. Participation in the pre-submittal discussion is not mandatory, but is offered as a way to best convey the scope of work that the Village wants to accomplish. The questions and responses noted during the pre-submittal discussion will be posted on the Village's website for all interested parties.

If your team is qualified and experienced in performing the described services, the Village would appreciate receiving your proposal as indicated in the RFP. **The deadline for submissions to the RFP is 4pm on June 27, 2017.**

Please feel free to contact me at 630-286-5412 if you have any questions.

Sincerely,

**VILLAGE OF CLARENDON HILLS**

Dan Ungerleider, AICP  
Community Development Director

Enclosure

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*The Village of Clarendon Hills (the “Village”) invites consultants to submit proposals to prepare a comprehensive zoning ordinance amendment for the Village of Clarendon Hills as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.*

## About the Village

The Village of Clarendon Hills is located about 18 miles southwest of Chicago in DuPage County. With a population of 8,434 residents and an area of 1.81 square miles, the Village is a walkable, family-oriented community. Although the history of the Village dates back to the 1870s, it has constantly been renewing itself through various planning efforts. These plans were developed to ensure that the Village remains a sustainable, thriving community well into the future. Our aim is to foster a livable community with solid infrastructure, quality municipal services, and open space where residents can enjoy a safe, healthy life.

## General Information

As a result of responses to this RFP, the Village plans to review submissions and conduct interviews with selected consultants to determine who can best meet the requirements outlined below. Negotiations will be held on both the scope and cost to select the consultant that the Village believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” below, it is anticipated that a contract will be awarded for the work described. The contract awarded will be for a period ending approximately nine (9) to twelve (12) months from contract initiation.

## Project Background

The Village wishes to update and modernize its zoning ordinance to better address development and community needs by cleaning up collected discrepancies and conflicts, considering Transit Oriented Development form-based code concepts in addition to existing conventional, use-based standards. This modernization of our zoning ordinance will help facilitate and guide future development. While the Village has not updated its Comprehensive Plan since 1993, supplemental plans such as the Downtown Master Plan and the 55<sup>th</sup> Street Sub-Area Plan, which is still in development, are driving forces of our community’s progress. These plans outline a vision of a vibrant, self-sustaining community that prioritizes services for local residents, safety, and pedestrian circulation. This update will ensure that the zoning ordinance is a strong, useful, and user-friendly tool supporting and protecting the public and private property investment initiatives long into the future.

Today the Village remains predominantly zoned for single-family residential with limited and scattered commercial south of 55<sup>th</sup> Street, along Ogden Avenue, and within the downtown area surrounding its commuter train station. Single family investment continues at a healthy pace of 20-25 new homes per year; transit-oriented multiple-family/mixed use development is occurring and being sought in the Village’s downtown; and retail development is being encouraged on Ogden Avenue within the Village’s 12 year old tax increment district. With this in mind, some of the ideas the Village would like the comprehensive update to address are as follows:

- Update and refine definitions list, relocating regulatory language to other more appropriate code sections;
- Update and refine land use lists in each district;
- Reform the Village’s planned unit development, sign, and downtown design review processes and incorporate form-based zoning concepts where appropriate;
- Refine and/or incorporate established Downtown Design elements within established zoning standards; and
- Encourage and support the use of sustainable elements and environmental-friendly design.

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## Scope of Services

This scope of work seeks to update the Village's zoning ordinance. The selected consultant will work collaboratively with Clarendon Hills' Zoning Board of Appeals/Plan Commission (ZBA/PC), Downtown Design Review Commission (DTDRC), and Community Development Department. Consultants should expect to meet with Village representatives as necessary. Drafts of all deliverables should be provided to the Village within a timeframe that allows for sufficient review.

Expected project stages and deliverables are described below. The updated ordinance should provide a regulatory framework that facilitates the implementation of future developmental plans that best fit our community's needs. In addition, our ordinance must be reorganized into an easy to read format that contains charts, illustrations, and tables whenever necessary in order to create a more efficient, user friendly experience.

1. **Project Kickoff Meeting and ZBA/PC Training Session.** The selected consultant should plan a project kickoff meeting with the ZBA/PC that incorporates a training session for members and a discussion of processes so as to fully acclimate the board with their role.
2. **Existing Conditions Analysis/Diagnosis of Current Ordinance.** The selected consultant should exhibit a deep understanding of Clarendon Hills as a community. It is necessary to complete a thorough review of the Village's existing plans and ordinances as they relate to zoning issues, conformity analysis of bulk and yard standards (such as minimum setbacks, lot widths, lot size, etc.), and identification of key issues to be addressed during the planning process. Findings from the existing conditions analysis should be summarized and used as justification for any recommendations. These recommendations will be presented to the ZBA/PC, DTDRC, and Village staff.
3. **Recommendations for Change.** At approximately the midpoint of the project, before the preparation of the draft ordinance begins in earnest, consultants shall be prepared to discuss expected recommendations. Key elements to highlight during initial recommendations are form-based code, Downtown District design elements, sustainability, and green design. Form-based code should be introduced into our zoning ordinance in order to facilitate future development that is in line with our community's vision that may otherwise be hindered by our current code. Also, these adaptations should be able to easily facilitate the implementation of components of our Downtown Design guidelines, such as consistent sign standards, and contain elements that encourage sustainability and green design.

The purpose of this deliverable is to provide Clarendon Hills with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the ordinance, they should surface at this point. This can be done by preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to relevant Village staff for review and comment. It may be appropriate to schedule a meeting to discuss these recommendations as well.

4. **Staff Draft.** The consultant shall work with Village staff to analyze information from the existing conditions analysis and the response to the presentation of key recommendations for change to develop the draft zoning ordinance. The draft ordinance should address form-based code concepts; sustainability and green design; zoning districts; permitted uses; parking and loading; landscaping and buffering; signs; and administrative provisions. Zoning map revisions are not anticipated.

New regulations should be legally sound, clearly worded, and organized in a consistent format so as to encourage accessibility to a wide range of users. The use of graphics and tables are encouraged whenever necessary to illustrate concepts. Consultants have flexibility in the format and length of the draft, but should specify this clearly in the proposal.

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Significant adjustments to the existing ordinance should be clearly noted so as to ensure clarity and transparency. The draft ordinance will be presented to Village staff first in order to provide initial review prior to the document's distribution.

5. **Draft Ordinance.** The consultant shall summarize the existing conditions analysis, key recommendations, and draft ordinance during a duly noticed public hearing before the Zoning Board of Appeals/Plan Commission. Prior to the public hearing, a copy of the draft zoning ordinance will be posted on the Village website for public review and comment. Consultant should assume that a series of meetings may be necessary, including an initial presentation, an informational open house, in addition to a formal public hearing, and presentation before the Zoning Board of Appeals/Plan Commission. Some of these meetings may be able to occur concurrently.
6. **Final Draft.** The consultant shall prepare a final draft of the ordinance based on comments collected during the previous stage for presentation before the Village Board of Trustees for review and approval. The Village will require twenty-five (25) hard copies of the final draft and one (1) digital version. A copy of the revised zoning ordinance will be posted on the Village website and codified into the Village Municipal Code once approved by the Village Board.

### Selection Process & Schedule

Release RFP.....June 6, 2017  
Pre-Submittal Conference Call .....June 13, 2017, 10 am  
**Proposals Due .....June 27, 2017**  
Interview Finalists.....Week of July 10, 2017  
Decision and Execution of Contract .....August 7, 2017

### Submittal Requirements

**Proposals must be received at Village Hall (1 N Prospect, Clarendon Hills, IL 60514) on or before June 21, 2017 at 4pm.**

Submissions should be submitted in the order presented:

1. Identify the consultant team that will be involved in this project. Clearly identify the project manager, and specify the role of subcontractors. Each individual with significant time on the project should be identified and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative describing the consultant's approach as it relates to interacting with the Village on the management and oversight of the project. Consultants should specify their approach as it relates to conducting the tasks necessary to produce the deliverables, engaging the public and other stakeholders, coordinating with the other planning projects that are underway and upcoming, and interacting with the Village on the management and oversight of the study. If choosing to submit one or more options, provide a separate narrative describing up to two optional scope elements that the consultant thinks would enhance the project.
3. Expand further on the likely contents and format of the deliverables. Consultants should demonstrate extensive knowledge of the elements that are expected to be included in each deliverable. Consultants should also demonstrate familiarity with relevant topical issues mentioned in the project description.

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### **Submission of Proposal**

**Proposals must be submitted to the Village no later than 4pm on June 27, 2017.** Three (3) paper copies of all proposals, including budget and rates, as well as one electronic copy of the proposal is required. Submissions must be in a sealed package or envelope marked "Comprehensive Zoning Ordinance Amendment for the Village of Clarendon Hills, Illinois." The applicant's organization name and address shall appear in the upper left corner of the package. Submission of RFP by fax or email is not acceptable. Submissions may be delivered to Village Hall in person or sent (by US Postal Service or other reliable means) to the following address:

Village of Clarendon Hills  
Attn: Community Development Department  
1 N Prospect Avenue  
Clarendon Hills, Illinois 60514

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Responders are responsible for ensuring that their Proposals are received by the Village before the deadline.

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## GENERAL PROVISIONS

### Definitions

1. The term "Village" whenever used in the specifications shall be construed to mean the Village of Clarendon Hills, DuPage County, Illinois.
2. The term "Consultant" or "Responder" whenever used in the specifications shall be construed to mean the firm submitting a Proposal to the Village of Clarendon Hills.

### Preparation of Proposal

The Proposal Form must be signed by an authorized agent of the Consultant. If the Consultant is a corporation, the corporate seal, must be affixed. If the firm is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership.

### Submission of Proposal

One (1) original and two (2) copies of the proposal are required. Each Proposal will be marked "Comprehensive Zoning Ordinance Amendment for the Village of Clarendon Hills, Illinois." Proposals must be sent to the Director of Community Development, Village Hall, 1 North Prospect Avenue, Clarendon Hills, Illinois 60514 by the specified due date and time. Proposals will not be accepted by facsimile machine or email. Proposals arriving after the specified time will not be accepted. Mailed proposals arriving after the specified time, regardless of post marked time on the envelope, will be returned unopened. Responders are responsible for ensuring that their Proposals are received by the Village before the deadline.

### Conditions

Consultants are advised to become familiar with all conditions, instructions, and specifications governing this Proposal and where applicable, the Consultant shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the Consultant from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### Withdrawal of Proposal

Proposals may be withdrawn or canceled at any time by the Responder prior to the proposal due date and time by providing a written and signed notice to the Village. After the proposal due date and time, no proposal shall be withdrawn or canceled for a period of ninety (90) calendar days. In addition, the successful Consultant shall not withdraw or cancel its proposal after having been notified by the Director of Community Development or his designee that said Proposal has been accepted by the Village Board.

### Consideration of Proposals

All proposals submitted in response to this request for proposals will be analyzed for completeness and cost effectiveness. The following criteria will be used in evaluating proposals:

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in this scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.
2. The consultant's approach to preparing a sub-area comprehensive plan that addresses priorities identified in the Project Background and Project Description sections.

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3. The consultant's approach to the sub-area comprehensive plan development process, including community engagement, preparation of deliverables, and implementation.
4. The quality and relevance of the examples of similar work.
5. Cost to the Village, including consideration of all project costs and pre-hour costs.

All timely responses received to this scope of work will be reviewed and interviews may be conducted with selected submitters the Village determines can best meet the above objectives. Cost will be evaluated against other factors based upon professional judgement of those involved in the evaluation.

As applicable, hourly rates, titles and names of personnel the submitter proposes to use may be requested and negotiations will be held as necessary to select the consultant the Village believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

### **Disqualification of Proposals**

The following will be cause for disqualification of proposals:

1. Prices excessively high and/or exceed monies available for the intended services;
2. Failure to offer to meet specified delivery or performance schedules;
3. Failure to cost out the Proposal in conformance to the required format.
4. The rights of the Village being limited under any contract clause;
5. The Village has a reasonable basis to suspect either conflict of interest or collusion among firm(s);
6. Consultant fails to submit required information, literature, or affidavits with the Proposal;
7. Proposal is submitted after the required due date and time;
8. Failure of the Consultant, a partner or a corporate official to fully execute the Proposal; and:
9. Consultant is prohibited by local, State or Federal law from entering into public contracts.

### **Relationship between Consultant and Village**

The Responder shall serve as the Village's consultant, in the relationship of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Village. The Consultant shall render services in accordance with generally accepted and currently recognized practices and principles. The Consultant shall strive to conduct services under this contract in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in northeastern Illinois under similar conditions as of the date of this contract. Each party shall designate one (1) person to act with authority in its behalf. The person designated shall review and respond promptly to communications received from the other party.

### **Delivery and Reuse of Documents**

All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all of the services furnished thereunder shall be delivered to the Village for the expressed use of the Village. The Consultant does have the right to retain original documents, but shall provide and deliver to the Village a document of

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such quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Consultant fails to deliver a fully reproducible document.

### **Sub-Contracting**

The Consultant may sub-contract portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the Consultant, and shall be subject to approval by the Village. The Consultant shall identify all proposed sub-consultants who will furnish services under the terms of this RFP. The work to be done by the sub-consultant shall be outlined in detail in the Proposal submitted by the Consultant. At all times, the Consultant shall maintain no less than fifty-one percent (51%) of the dollar value of the contract by employees of the Consultant.

### **Contract Amount and Prices**

Unit prices shall be shown for each unit itemized within the submitted Proposal. Other available services/staff should be included as a separate fee schedule unless otherwise stated in the Proposal.

For the Consultant's services described herein, the Village agrees to pay and agrees to accept a fee based on the fee structure negotiated for services contained in the Proposal. Fees are not to exceed the negotiated amount as approved by the Village.

### **Invoicing and Payment**

1. This contract is for the delivery of professional services. The estimated total amount quoted herein will be considered a not-to-exceed amount.
2. The Consultant shall submit invoices for the cost of services to date in duplicate, but not more than once each month, and the statements shall include a detailed breakdown of all charges invoiced.
3. The invoice shall detail personnel name, title, rate of pay, hours charged and task worked. All direct costs shall be itemized consistent with the various categories stated within the Proposal. Multipliers shall be clearly indicated and applied to total man-hours summarized for the period.
4. Invoices shall be based on actual hours of performance. A sample invoice is available for review.
5. Invoices shall be accompanied by progress reports. The invoices will not be considered complete, and deemed unpayable, without a progress report. The progress report will be inclusive of rates of completion for all tasks scoped and for rates of completion for all deliverable products.
6. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act.
7. The Village shall withhold five percent (5%) of the total contract payment pending the following:
  - a. satisfactory completion of each phase of the project;
  - b. submission of final reports, and;
  - c. presentation of the defined deliverable products.
8. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances, the Consultant shall notify the Village immediately and no further work shall be done by the Consultant until authorization to proceed in writing has been received from the Village.

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### **Changes**

The Village reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Consultant and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

### **Suspension of Services**

At any time, by written order to the Consultant, the Village may require the Consultant to stop all, or any part, of the services awarded under this contract. Upon receipt of such an order from the Village, the Consultant shall immediately comply with its terms and take all steps to minimize the occurrence of additional costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.

### **Termination of Contract**

1. The Village reserves the right to terminate the entire, or any portion of this contract, upon a ten (10) calendar day written notice to the Consultant.
2. The Village further reserves the right to cancel the entire or any part of the contract if the Consultant fails to perform any of the provisions in the contract or fails to make delivery within the time stated.
3. Upon such termination, the Consultant shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the Village.
4. Costs of termination incurred by the Consultant before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Consultant a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice the Consultant shall stop all work until said agreement is reached.
5. The Consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

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### Insurance

1. During the term of the contract, the Consultant shall provide the following types of insurance in not less than the specified amounts:
  - a. Comprehensive General Liability - \$1,000,000 per occurrence;
  - b. Auto Liability - Combined Single Limit Amount of \$1,000,000 on any Consultant owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  - c. Workers Compensation - Statutory; Employers Liability \$1,000,000 (the policy shall include a "waiver of subrogation");
  - d. Umbrella Coverage - \$2,000,000 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
  - e. Professional Liability - \$1,000,000, with a deductible not-to-exceed \$50,000 without prior written approval.
  - f. The Consultant shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall not be canceled, expire or changed so as to the amount of coverage, accept after a thirty (30) day advanced written notification to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.
2. The Consultant shall require sub-consultants, if any, not protected under the Consultant's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Consultant.

### Indemnification

The Consultant shall indemnify, defend and save harmless the Village of Clarendon Hills, its elected officials, officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Consultant, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, 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 State or Federal law, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Consultant 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.

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### **Compliance with Laws**

The Consultant shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

### **Compliance with OSHA Standards**

The Consultant shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the contract.

### **Permits and Licenses**

The Consultant shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

### **Taxes**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village Tax-Exempt letter will be provided to the successful Consultant when requested.

### **Non-Discrimination**

1. Consultant shall, as a party to a public contract:
  - a. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - b. By submission of this Proposal, the Consultant certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
2. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Consultant shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

### **Force Majeure**

The Village shall not 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 other governmental agencies.

### **Venue**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.