

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2020-26

AUTHORIZING THE VILLAGE PRESIDENT OR DESIGNEE TO EXECUTE AN AGREEMENT WITH HR GREEN, INC. FOR PREPARATION OF A RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN FOR THE VILLAGE OF MAPLE PARK

WHEREAS, the Village of Maple Park (the “Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the 2018 Water Infrastructure Act (AWIA), per Section 2013, requires that community water systems conduct a risk and resilience assessment (RRA) and prepare an emergency response plan (ERP); and,

WHEREAS, Maple Park technically does not have to comply and have an RRA or ERP completed; however, the Village of Maple Park is being proactive in addressing future growth, protecting the aquifer, our water supply, water facilities and our ability to respond to emergency situations by having such an assessment and plan completed; and,

WHEREAS, it was in the best interest of the Village to solicit Request for Proposals (RFP) from qualified engineering firms to conduct an RRA/ERP for the Village in order to protect the Village’s water supply; and,

WHEREAS, the Village completed the RFP Process and finds it in the best interest of the Village to award the Professional Services Agreement to conduct a Risk and Resilience Assessment and Emergency Response Plan to HR Green, Inc.

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the Professional Services Agreement for Risk and Resilience Assessment and Emergency Response (RRA/ERP) Plan Project is substantially the same form as attached to this Resolution by Exhibit “A” and incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President or designee is authorized to execute the agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

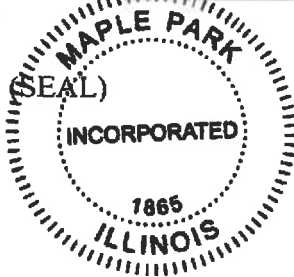
Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on November 3, 2020.

Ayes: Ward, Higgins, Dries

Nays: _____

Absent: Fahnestock, Harris, Rebore



Kathleen Curtis, Village President

ATTEST:

Theresa D'Amato, Village Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR
RISK AND RESILIENCE ASSESSMENT AND EMERGENCY
RESPONSE (RRA/ERP) PLAN PROJECT**

This Agreement is entered into by and between the Village of Maple Park, an Illinois Municipal Corporation ("Village"), acting by and through its Village Administrator, and HR Green, Inc. ("Consultant"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"Village" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Village Administrator" shall mean the Village Administrator and/or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on November 3, 2020 and terminate on March 30, 2021.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, Village retains the right to terminate this Agreement at the expiration of each of Village's fiscal year, and any subsequent agreement period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services which are incorporated by reference as if written and copied herein Exhibit A.

All work performed by Consultant hereunder shall be performed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. Village shall be under no obligation to pay for any work performed by Consultant, which does not meet this standard. Village shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not satisfy this standard; however, Village shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should Village elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, of all services and activities set forth in this Agreement, Village agrees to pay Consultant an amount not to exceed \$15,583.50 as total compensation, to be paid to Consultant as further detailed in Exhibit B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by Village. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Village.

4.3 Final acceptance of work products and services require written approval by Village. The approval official shall be the Village Administrator. Payment will be made to Consultant following written approval of the final work products and services by the Village Administrator. Village shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all original writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement (the "Documents") is the exclusive property of Village; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant. All such Documents are not intended or represented to be suitable for reuse by the Village or others on any other project, and Village agrees to assume sole risk and liability for any reuse or misuse of Documents.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, Village has the right to use all such writings, documents and information as Village desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the Village's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subagreementors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the Village at their respective offices, at all reasonable times and as often as Village may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Village and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of seven (7) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that Village shall have access to any and all

such documents at any and all times, as deemed necessary by Village, during said retention period. Village may, at its election, require Consultant to return said documents to Village prior to or at the conclusion of said retention.

6.3 Consultant shall notify Village, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that Village will process and handle all such requests.

6.4 Consultant will timely assist the Village, when needed, in responding to Freedom of Information Act (FOIA) request by providing the Village with a copy of the documents held in the possession of the Consultant.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, Village may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

73.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subagreementing.

73.2 Failure to complete the RRA and ERP within the 21-week timeframe as identified in the HR Green, Inc. RRP Response.

7.4 *Defaults with Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. Village shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, Village shall have the right, without further notice, to terminate this Agreement in whole or in part as Village deems appropriate, and to agreement with another consultant to complete the work required in this Agreement. The Village shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of Village to mitigate its losses to the extent required by law.

74.1 Bankruptcy or selling substantially all of company's assets

74.2 Failing to perform or failing to comply with any covenant herein required

7.5 *Termination By Law.* If any State or Federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to Village or to such person(s) or firm(s) as the Village may designate, at no additional cost to Village, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by Village, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by Village and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to Village its claims, in detail, for the monies owed by Village for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Village and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subagreementors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall Village's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Village's remedies, nor shall such termination limit, in any way, at law or at equity, Village's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by overnight commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for Village, to:	Village of Maple Park Attn: Dawn Wucki-Rosbach Village Administrator 302 Willow Street Maple Park, IL 60151
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If intended for Consultant, to:	HR Green, Inc. Attn: Andrew Marsh, PE Practice Leader – Water-Potable and WW Private 420 Front Street McHenry, IL 60050
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IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) to the Village, which shall be clearly labeled "Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP)" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Village will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Village. The Village shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Village. No officer or employee, other than the Village Attorney, shall have authority to waive this requirement.

92 The Village reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Village Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Village allow modification whereupon Village may incur increased risk.

93 A Consultant's financial integrity is of interest to the Village; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the Village, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis (excluding Professional Liability), by companies authorized and admitted to do business in the State of Illinois and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

Village of Maple Park Insurance Requirements

Consultant performing work on Village property or public right-of-way for the Village of Maple Park shall provide the Village a Certificate of Insurance (COI) evidencing the coverage provisions identified herein. Consultant shall provide the Village evidence that all subagreementors performing work on the project have the same types and amounts of coverage as required herein or that the subagreementors are included under the agreementor's policy. The Village, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Illinois Department of Insurance to transact business in the State of Illinois and must be acceptable to the Village of Maple Park.

Listed below are the types and amounts of insurance required. The Village reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General Liability (CGL)	\$1,000,000 per occurrence, \$2,000,000 general aggregate	Village to be listed as additional insured and provide 30 days' notice of cancellation Insurer to provide additional insured endorsements with the Certificate of Insurance Village requires that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Auto Liability	\$1,000,000 combined single limit	
Workers' Compensation & Employers Liability	Statutory Limits required under the Illinois Workers' Compensation Act	
Professional Liability (Errors and Omissions)	\$500,000 per occurrence \$500,000 annual claims made	

Questions regarding this insurance should be directed to the Village of Maple Park (815) 827-3309. A agreement will not be issued without receipt of the Certificate of Insurance (COI) and the insurer providing the additional insured endorsements (CG 20260413) with the COI.

94 The Village shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the Village. The Village may also request the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests where available at commercially reasonable rates with its current insurance carrier(s) and shall submit a copy of the replacement COI form to Village at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes, but Village agrees that requested changes resulting in more than a de minimus premium adjustment shall be eligible for reimbursement as a direct expense. COI and endorsements shall be submitted to the:

Village of Maple Park
Village Clerk
302 Willow Street
Maple Park, IL 60151

95 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the Village, its officers, officials, employees, volunteers, and elected

representatives as ***additional insured by endorsement under terms satisfactory to the Village***, as respects operations and activities of, or on behalf of, the named insured performed under agreement with the Village, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the Village of Maple Park where the Village is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Village.
- Provide thirty (30) calendar days advance written notice directly to Village of any cancellation, non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium. Should there be a material change in coverage, Consultant agrees to notify the Village in accordance with the provisions of Article VII Notice provisions of any material change in coverage including, but not limited to, occurrence versus claims made coverage.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to Village. Village shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the Village may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Village shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subagreementors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Village of Maple Park for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subagreementors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages, including personal or bodily injury, death and property damage, caused by or resulting from an act of negligence, intentional tort, intellectual property

infringement, or failure to pay a subagreementor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under agreement, or another entity over which the CONSULTANT exercises control. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of VILLAGE, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

102 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, agreementual or otherwise, to any other person or entity. CONSULTANT shall advise the VILLAGE in writing within 24 hours of any claim or demand against the VILLAGE or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

103 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the VILLAGE and the elected officials, employees, officers, directors, volunteers and representatives of the VILLAGE, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of agreement by the VILLAGE, the VILLAGE'S agent, the VILLAGE'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the VILLAGE exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the VILLAGE and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by VILLAGE.

104 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subagreementor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subagreementor under worker's compensation or other employee benefit acts.

105 Force Majeure - Village agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third-party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBAGREEMENTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subagreementors of Consultant. Consultant, its employees or its subagreementors shall perform all necessary work.

11.2 It is Village's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subagreementors in the performance of this Agreement; any deviation from this subagreementor list, whether in the form of deletions, additions or substitutions shall be approved by Village prior to the provision of any services by said subagreementor.

11.3 Any work or services approved for subagreementing hereunder shall be subagreemented only by written agreement and, unless specific waiver is granted in writing by the Village, shall be subject by its terms to each and every provision of this Agreement. Compliance by subagreementors with this Agreement shall be the responsibility of Consultant. Village shall in no event be obligated to any third party, including any subagreementor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subagreementor, indicate only such an entity as has been approved by the Village.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subagreementing or any other means, without the consent of the Village Board, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subagreementor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Village may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to Village under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to Village, which Village sustains as a result of such violation.

VIII. INDEPENDENT AGREEMENTOR

Consultant covenants and agrees that he or she is an independent agreementor and not an officer, agent, servant or employee of Village; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, agreementors, subagreementors and consultants; that the doctrine of respondent superior shall not apply as between Village and Consultant, its officers, agents, employees, agreementors, subagreementors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between Village and Consultant. The Parties hereto understand and agree that the Village shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the Village.

XII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that the Village of Maple Park and its Ethics Code prohibit a Village officer or employee, as those terms are defined in Section 1-6-9 of the Ethics Code, from having a financial interest in any agreement with the Village or any Village agency such as Village owned utilities. An officer or employee has a "prohibited financial interest" in an agreement with the Village or in the sale to the Village of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the agreement or sale: a Village officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subagreementor on a Village agreement, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the Village. Consultant further warrants and certifies that it will comply with the Village's Ethics Ordinance.

XIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both Village and Consultant, and, if applicable, subject to formal approval by the Village Board.

XIV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the Village Charter, Village Code, or ordinances of the Village of Maple Park, Illinois, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVI. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of Village, such changes must be approved by the Village Board, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XVIII. LAW APPLICABLE

19.1 This agreement shall be construed under and in accordance with the laws of the State of Illinois and all obligations of the parties created hereunder are performable in DeKalb and Kane Counties.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in DeKalb and Kane Counties, Illinois.

XIX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

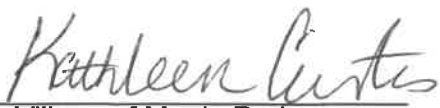
XXIV. MISCELLANEOUS VILLAGE CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Illinois.

25.2 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.3 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Title 2, *Village of Maple Park Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the Village of Maple Park, State of Illinois or any political subdivision of the State of Illinois regardless of when it arises, until such debt or delinquency is paid in full.

EXECUTED and **AGREED** to as of the dates indicated below.



Village of Maple Park

Village President
Title

11/06/20

Date



HR Green, Inc.
Andrew Marsh, P.E.
Vice President

Title

10/29/20

Date

Exhibit A – SCOPE OF SERVICES

SCOPE OF SERVICES

1.0 Project Understanding

1.1 General Understanding

The America's Water Infrastructure Act of 2018 (AWIA) requires community water systems serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA), and to prepare or revise an Emergency Response Plan (ERP). The communities have to submit a certification to the U.S. Environmental Protection Agency (U.S. EPA) for each (RRA and ERP). In general, the AWIA considerations for RRA and ERP include:

RRA

- Risks to the water system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices for such things as operations, water quality, energy, and security
- Financial Infrastructure of the Utility
- Use, storage, and handling of various chemicals
- Operations and maintenance

ERP

- Strategies and resources to improve resilience, including physical and cyber security
- Plans and procedures that can be implemented and identification of equipment that can be utilized in the event of a malevolent act or natural hazards that threaten the ability to supply safe drinking water
- Actions, procedure, and equipment to lessen the impact on public health and safety and supply of safe drinking water from a malevolent act or natural hazard
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security of the water system
- Provide training and implementation tools on the Emergency Response Plan (ERP)

In response to the requirements of AWIA, VILLAGE seeks assistance with conducting a RRA and preparation of an ERP. Based on the population served by the VILLAGE, the RRA needs to be completed and certification submitted to U.S. EPA by June 30, 2021. An ERP certification should be submitted within 6 months following RRA submittal, but not later than December 30, 2021. This assessment is to be accomplished in a collaborative manner in which CONSULTANT and appropriate representatives of the VILLAGE would participate. The VILLAGE has retained CONSULTANT to complete an RRA & ERP for the water facilities listed below:

1. One (1) Water Treatment Plant
2. Two (2) groundwater wells
3. One (1) Elevated Storage Tanks

VILLAGE is requesting assistance from CONSULTANT to complete the Risk and Resilience Assessment and development of an ERP per requirements of the AWIA using the previously developed VA and ERP reports as starting point for the required assessments.

1.2 Design Criteria/Assumptions

- The project will follow the Risk Assessment Methodology detailed in AWWA J-100-10: *Risk and Resilience Management of Water and Wastewater Systems* to complete the Risk and Resilience Assessment (RRA).
- The project will follow AWWA G440-17: *Emergency Preparedness Practices* and AWWA Manual M-19: *Emergency Planning for Water and Wastewater Utilities* to complete the Emergency Response Plan (ERP).
- According to the AWWA J-100 methodology, the steps to be completed are as follows:
 1. Asset Characterization – identify critical assets
 2. Threat Characterization – select appropriate threats and hazards
 3. Consequence Analysis – calculate consequences for each threat-asset pair
 4. Vulnerability Analysis – estimate effectiveness of existing mitigation measures
 5. Threat Likelihood Analysis – calculate threat likelihood
 6. Risk and Resilience Analysis – calculate baseline risk and resilience
- Each major task will include specific work products and deliverables.
- Design review workshops will be conducted with the VILLAGE's personnel, key individuals from the CONSULTANT's project team and others as needed at critical milestones as identified in the following section
- Complete RRA using USEPA VSAT Web 2.0 Tool.

2.0 Scope of Services

The VILLAGE agrees to employ CONSULTANT to perform the following services:

2.1 Project Coordination and Management

- CONSULTANT shall provide project management services for duration of the project
- Project Kick-off Meeting: Schedule a project kick-off meeting with the VILLAGE staff to discuss in detail the tasks associated with the RRA and ERP.

2.2 Risk and Resilience Assessment (RRA)

2.2.1 Asset Characterization

The first step in the RRA is asset characterization. As part of the AWIA requirements, each utility must identify critical assets within the following ten asset categories:

1. Physical Barriers
2. Source water
3. Pipes and constructed conveyances, water collection, and intake
4. Pretreatment and treatment
5. Storage and distribution facilities
6. Electronic, computer, or other automated systems (including the security of such systems)
7. Monitoring practices
8. Financial infrastructure
9. The use, storage, or handling of chemicals
10. The operation and maintenance of the system

CONSULTANT has the following approach for asset characterization:

- i. CONSULTANT will conduct a system evaluation for the water system assets identified at the above three water facilities. The evaluation will result in documentation of the function, communication, control, power, and existing security measures at each facility. CONSULTANT will provide a photo log within the RRA. Site visits will include not more than two CONSULTANT team members, and one (1) 4-hour day is planned for this effort.
- ii. CONSULTANT staff will identify and document the following items for each facility: SCADA systems, entry control procedures, hazardous chemicals, and interdependences of treatment systems, power systems, and communication systems.
- iii. CONSULTANT will develop a preliminary critical asset characterization based on the site visits. CONSULTANT and VILLAGE will have a workshop to discuss whether the VILLAGE agrees with the preliminary asset characterization and whether any assets should be added or removed. The workshop attendees will include no more than two CONSULTANT team members, and a combined eight (8) hours effort is planned for this workshop.

2.2.2 Threat Characterization

The second step is to perform threat characterization. As a guideline, EPA has identified threat categories for malevolent acts, natural hazards, and dependency/proximity threats. Each critical asset will be assigned the most relevant and probable threats that may adversely affect VILLAGE facilities.

- i. CONSULTANT will first assign 2-3 of the most likely threat scenarios to pair with each critical asset based on the initial site visit and VILLAGE staff discussions.
- ii. CONSULTANT and VILLAGE will have a workshop (see 2.2.1.iii) to discuss whether the VILLAGE agrees with the preliminary threat assignments for each critical asset and whether other threat scenarios should be added. Based on VILLAGE input, CONSULTANT will make adjustments and finalize the threat characterization analysis.

2.2.3 Vulnerability Analysis

The Vulnerability Analysis estimates the likelihood that each specific threat or hazard, given it occurs, will damage the asset while considering the utility's existing countermeasures. Vulnerability analysis involves an examination of existing security capabilities and structural components, as well as counter measures/mitigation measures and their effectiveness in reducing damages from threats and hazards.

- i. CONSULTANT and VILLAGE will have a workshop (see 2.2.1.iii) to assess the utility's ability to detect, delay, and respond to the threats assigned to each critical asset.

2.2.4 Threat Analysis

Threat analysis estimates the likelihood of malevolent attack, dependency/proximity hazard, or natural hazard based on several factors for threat likelihood.

- i. The threat analysis will be developed in-house after obtaining some additional information on threat likelihood factors from the VILLAGE during the workshop discussed in 2.2.1.iii.

2.2.5 Consequence Analysis

Consequence analysis is the identification and estimation of reasonable consequences generated by each specific threat-asset combination. Consequences that are quantified include utility financial consequences (asset replacement costs, remediation costs and revenue lost), regional economic consequences (regional economy impacts due to service outages), and public health impacts (injuries and fatalities).

- i. If data is available, VILLAGE will provide CONSULTANT with original construction costs associated with all critical assets. CONSULTANT will calculate the present worth of the provided construction cost data to estimate an asset replacement cost.
- ii. If VILLAGE does not have original construction cost data, CONSULTANT will provide approximate cost estimates for critical asset replacement. CONSULTANT will develop the cost estimates as an additional service.
- iii. CONSULTANT will develop a consequence matrix, which will include the assumptions made to quantify consequences.

2.2.6 Risk and Resilience Analysis

Once the above steps are completed, the risk and resilience analysis is conducted. The risk and resilience analysis will calculate a baseline risk for each asset/threat pair, quantified as a monetary value. Risk and Resilience analysis creates the foundation for selecting strategies and tactics to counter or mitigate disabling events by establishing priorities based on the levels of risk and resilience and the extent they can be improved.

2.2.7 Submit Draft RRA to VILLAGE

Upon completion of an internal quality control review, CONSULTANT will submit two hard copies of the draft RRA to VILLAGE for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. A meeting will be held to discuss the results of the RRA and obtain VILLAGE comments.

2.2.8 Finalize RRA and Submittal of Certification to U.S. EPA

The VILLAGE review comments on the draft RRA will be incorporated and final RRA will be submitted to VILLAGE. Two hard copies will be submitted to the VILLAGE. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. VILLAGE to submit certification to U.S. EPA per Agency guidelines that the RRA has been completed.

2.3 Emergency Response Plan (ERP)

2.3.1 Submit Draft ERP to VILLAGE

Existing ERP will be provided by VILLAGE to CONSULTANT. The recommendations from the RRA will be incorporated into the ERP. CONSULTANT will update the existing ERP with recommendations from the Risk and Resilience Assessment. Upon completion

of an internal quality control review, CONSULTANT will submit two hard copies of the draft ERP to VILLAGE for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. A meeting will be held to discuss and obtain VILLAGE review comments.

2.3.2 Finalize ERP and Submittal of Certification to U.S. EPA

The review comments on the draft ERP will be incorporated and final ERP will be submitted to VILLAGE. Two hard copies will be submitted to VILLAGE. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the VILLAGE. VILLAGE to submit certification to U.S. EPA per Agency guidelines that the ERP has been completed.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed:	TBD by OWNER
Workshop #1 for Risk and Resiliency Assessment (RRA)	6 Weeks after NTP
Submit draft RRA to the OWNER	10 Weeks after NTP
Meeting to discuss draft RRA	11 Weeks after NTP
Submit final RRA to the OWNER	12 Weeks after NTP
Draft ERP	19 Weeks after NTP
Final ERP:	21 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the VILLAGE and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the VILLAGE or for delays or other causes beyond the control of CONSULTANT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

1. Develop cost estimates for critical asset replacement.
2. Countermeasure Analysis Assessment, which is considered optional by the EPA VSAT Web 2.0 tool.
3. Attendance at meetings or public hearings other than those specifically listed in the Scope of Services.

Supplemental services not included in the agreement can be provided by CONSULTANT under separate agreement, if desired.

5.0 Services by Others

N/A

6.0 Village Responsibilities

1. Provide access to VILLAGE's facilities for data collection
2. Provide timely review of draft submittals

3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany CONSULTANT on site visits, and to answer questions.
4. Provide personnel knowledgeable about Village emergency response to be available for discussions, participate in workshops, and to answer questions, as needed.
5. Provide data on past construction costs for existing critical assets.
6. Submit RRA and certification to US EPA that the RRA has been completed.
7. Submit ERP and certification to US EPA that the RRA has been completed.

EXHIBIT B – COST PROPOSAL FORM

VILLAGE OF MAPLE PARK

RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

COST PROPOSAL FORM

[Staff] Andy Lemke . \$ 119 per hour \$ 119 x 13.5 hours \$ 1,606.50

[Staff] Sylvia Kokoszka . \$ 91 per hour \$ 91 x 137 hours \$ 12,467.00

[Staff] Scott Marquardt . \$ 200 per hour \$ 200 x 2 hours \$ 400.00

[Staff] Ravi Jayaraman . \$ 222 per hour \$ 222 x 5 hours \$ 1,110.00

TOTAL FOR TASK..... \$ 15,583.50

ADDITIONAL CHARGES (SPECIFY) _____

The Village will not pay any separate costs for travel, lodging, per diem, printing, shipping, etc.
(Feel free to add additional sheets as needed).

Consultant's Name: HR GREEN, INC.

Address: 420 FRONT STREET, MCHENRY, IL 60050

Email Address: AMARSH@HRGREEN.COM

Phone: 815.385.1778 Fax: 815-385-1781

SIGNATURE:  _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 E-MAIL: mgruis@holmesmurphy.com ADDRESS:	FAX (A/C, No): 866-231-7822
INSURED HR Green Inc 8710 Earhart Lane SW Cedar Rapids, IA 52404		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	16535
		INSURER B: Travelers Property Casualty Company of	25674
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 60580165

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:		GLO373096710	01/01/20	01/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP373096810	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		ZUP14N8656620	01/01/20	01/01/21	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WC373096610	01/01/20	01/01/21	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)		DPR9952889	01/01/20	01/01/21	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Maple Park, its officers, officials, employees, volunteers, and elected representatives are included as Additional Insureds on the General Liability, Auto Liability and Umbrella Liability as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Village of Maple Park 302 Willow Street Maple Park, IL 60151 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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