



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

REQUEST FOR PROPOSAL

TO: Engineering Firms

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: August 14, 2020

SUBJECT: **REQUEST FOR PROPOSAL – PREPARATION OF A RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)**

The Village of Maple Park (Village) is seeking a Request for Proposal (RFP) from interested and qualified engineering firms for professional engineering services to assist the Village with preparation of a Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP) to comply with Section 2013 of Senate Bill 3021 (S.3021), America's Water Infrastructure Act (AWIA) of 2018. Enclosed for your consideration is a Request for Proposal (RFP) and a sample professional services agreement.

To be considered for this project, your firm must meet the qualifications and satisfy the requirements set forth in the RFQ. If you are interested in being considered, please:

1. **Submit your RFP by 12:00 Noon, Friday, September 4, 2020** to the person listed below.
2. The submission date for questions, clarifications, or **requests for general information is before 2:00 p.m., Monday, August 24, 2020**. Any requests received after this date will be returned and not addressed. Note that all questions, clarifications, or request for general information are to be **in writing via e-mail** or other mail carrier to the Village's Project Manager.
3. Obtain the RFP packet from the Village of Maple Park web site: www.villageofmaplepark.org or by calling the Village of Maple Park, 302 Willow Street, Maple Park, IL 60151 at (815) 827-3309.
4. Submit entire proposal in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

“RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN”

The Village of Maple Park Staff will rate the RFPs using the evaluation criteria developed for this project. Said evaluation criteria is included in this RFP. Village Staff may interview one or more firms to further evaluate qualifications. Village Staff will present their recommendations to the Infrastructure Committee and then to the Village Board who will award the Professional Services Agreement for this project.

Any questions and correspondence should be directed to:

Dawn Wucki-Rossbach, Village Administrator
Village of Maple Park
302 Willow Street
Maple Park, IL 60151
(815) 827-3309

DWRossbach@villageofmaplepark.com

Contact regarding this project with any Village of Maple Park personnel or officials other than Mrs. Wucki-Rossbach or her designated representative after the issue date of this RFP will be grounds for removal of the firm from consideration.

REQUEST FOR PROPOSAL
Village of Maple Park
Preparation of a Risk Resilience Assessment and
Emergency Response Plan (RRA/ERP)

I. INTRODUCTION

A. General

The Village of Maple Park is requesting RFPs from qualified engineering firms to assist the Village in preparing the following plans:

Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP)

There is no expressed or implied obligation for the Village of Maple Park to reimburse responding firms for any expenses incurred in the preparation of an RFP in response to this request. In no event will the Village or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of any RFP, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. The RFP submittals will become the property of the Village upon submission and all proposals shall be subject to the Freedom of Information (FOIA) unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act in accordance with the law.

The Village reserves the right to increase or decrease the scope of work related to this project as outlined in the RFQ after a firm is selected to accommodate changes in the needs of the Village and serve the best interest of the Village. The Village further reserves the right to terminate this process and to cancel or modify this solicitation at any time.

Any proposals may be withdrawn at any time prior to the scheduled closing Central Standard Time for receipt of proposals. Any proposals received after the Central Standard Time and date specified will not be submitted.

All entries must be typewritten or clearly completed in ink. Proposal prices shall encompass everything necessary for furnishing the item(s) specified, and in accordance with those specifications shall include proper packing costs and the cost of delivery.

By submitting his/her proposal, the Prospective Proposer agrees to execute the agreement and to provide the specified services within the agreed upon time.

All proposals must be complete, factual, and signed by an authorized Officer of the Prospective Proposer's organization.

Any material alterations to the proposal must be explained or noted over the signature of the Prospective Proposer.

B. Submittal Requirements

To be considered, **5 (five) hardcopies and 1 (one) electronic copy on CD** of the RFP must be received, as outlined in Section III in this RFP, by **September 4, 2020**. The Village of Maple Park reserves the right to reject any or all RFP's submitted.

- C. Pricing
Prospective Proposers shall indicate all costs associated with all items necessary for completion of the project. Project cost shall be listed on the Cost Proposal Form. **Provide one (1) copy in a sealed envelope.**
- D. Insurance
Proposer's will be required to meet the insurance requirements and indemnification clause as identified in the Sample Professional Services Agreement.
- E. Evaluation and Selection
RFP's submitted will be evaluated by a committee consisting of Village of Maple Park Staff and its Village Engineer/Chief Water Operator. During the evaluation process, the Village of Maple Park reserves the right, where it may serve the Village of Maple Park's best interest, to request additional information or clarifications from responders, or to allow corrections or errors or omissions.
- Review of Proposals:
1. The Staff will review the RFPs at its earliest convenience after the submittal deadline date.
 2. The RFPs will be reviewed and rated relative to the evaluation criteria established for this project. Said evaluation criteria are attached to this RFP.
 3. If necessary, the Staff will invite one or more responsive Proposers to make a presentation before Staff. Presentations would be scheduled the week of September 13, 2020.
 4. After completing the evaluation process, Staff will recommend the Proposer deemed the most qualified to the Infrastructure Committee.
 5. The Infrastructure Committee will review and make a recommendation to the Village Board.
 6. The Village Board will consider the Staff and Infrastructure Committee's recommendation at its earliest convenience.
 7. Following consultant selection, de-briefing meetings with Village Staff will be available only if time permits and will be by appointment with the Village's Project Manager.
 7. The Village reserves the right to reject any or all Request for Proposal. The highest ranked Respondent(s) may be invited to enter into an Agreement with the Village. A sample Professional Services Agreement can be found at the back of this packet. If an agreement cannot be reached with the highest ranked Respondent, the Village shall notify the Respondent and terminate negotiations. The second highest respondent may be contacted for negotiations. The process may continue until successful negotiations are achieved. The Village reserves the right to terminate negotiations with any and all Respondents should it be in the Village's best interest.

II. NATURE OF SERVICES REQUIRED

- A. General
The Village of Maple Park is soliciting the services of qualified consulting engineering firms to accomplish the project outlined in this RFP. This project is to be performed in accordance with the provisions contained in this RFP.

B. Background

The Village of Maple Park, Illinois is an incorporated municipality with a population of approximately 1,310 residents. The Village is located 50 miles from the Village of Chicago, 13 miles from the Village of DeKalb and eight (8) miles from the Village of Elburn, Illinois.

The Village of Maple Park (Village) is requesting a Request for Proposal (RFP) from interested and qualified engineering firms for professional engineering services to assist the Village with preparation of the Risk and Resilience Assessment and Emergency Response Plan (RRA/ERP) to comply with Section 2013 of S.3021, America's Water Infrastructure Act (AWIA). These services will include, but not limited to updating and/or developing a Risk and Resilience Plan and Emergency Response Plan to comply with S.3021.

Although, the Village Maple Park's population is approximately 1,310, it is technically not required by the AWIA to complete an RRA/ERP; however, the Village feels having the assessment and plan completed is in the best interest of the Village. The Village will comply with the certification deadlines established for communities that serve a population between 3,301 – 49,999. AWIA's deadline for the Village to complete the Risk and Resilience Assessment is June 30, 2021. The deadline for the Emergency Response Plan is December 31, 2021. The Village will require the selected firm to meet all required deadlines proposed by the Village and AWIA and purchase published presentations and documents from AWWA that will be of assistance with this project.

C. Scope of Work to be Performed

The selected firm will ensure that the Village of Maple Park implements any and all assessments, plans, and/or certification required by S.3021. The plans should be considered with a review of existing Village documents and other items outlined below.

The Village of Maple Park's Engineer Consultant scope of work will generally be expected to provide the following services on the project:

1. Conduct an assessment of existing Village documents, policies, and procedures to evaluate current compliance with AWIA.
2. Risk and Resilience Assessment: Conduct a Risk and Resilience Assessment **and complete the assessment no later than 90 days from the date the Professional Services Agreement is fully executed** to assess the utility's risks to and resilience of its system; develop and present a report of the findings and recommendations, including a plan for implementation; and submit the Certificate to the U.S. Environmental Protection Agency (EPA.) The assessment should consider and include:
 - Current risks to the water system malevolent acts and natural hazards (e.g. all hazards);
 - Resilience of water system/facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system);
 - Monitoring practices of the system;
 - Use, storage, handling of various chemicals by the system;
 - Financial infrastructure of the system (e.g. billing systems);
 - Operation and maintenance of the system;
 - Electronic, computer or other automated systems;

- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.;
 - Dependency hazard to include utility interruptions (including power outages, communications outages), supply chain, employee/consultant staffing issues (illness, strike), customers, transportation, proximity, etc.
3. Emergency Response Plan: Prepare and/or update the Village's Emergency Response Plan complete with the findings from the risk and resilience assessment and an implementation plan. Submit the Certification for the ERP **no later than 30 days from the date the ERP is approved by the Village Board**. The ERP should also consider and include:
- Strategies and resources to improve resilience
 - Plans and procedures that can be implemented and identification of equipment that can be used in case of a malevolent attack or natural hazard
 - Actions, procedures and equipment that lessen the impact on public health and safety and water supply that can be used in case of a malevolent attack or natural hazard
 - Strategies that aid in detection of a malevolent act or natural hazards that threatens water system security
 - Provide training and implementation tools on the Emergency Response Plan
4. A timeline (calendar days) indicating the important milestones of the project beginning with the Village Board approval of the contract. Please include time for contract execution and acquisition of insurance certificates.
5. Additional Work – The Proposer is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that be, in its opinion necessary to complete the Project has defined herein. If identified, this Additional Work must be included and separated out in the Cost Proposal Form.
6. Should the Proposer take exception to **ANY** of the terms and conditions or other content provided in this RFP, they should be identified on a separate page identified as EXCEPTIONS.

III. SUBMISSION OF INFORMATION REQUIRED

Interested and qualified firms or teams are invited to submit one (1) original, five (5) hard copies and one (1) electronic copy of materials on CD that demonstrate their experience in performing a project of this scale and complexity. The RFP shall be submitted by a lead firm but may contain services from subconsultants. A Submission Certification should accompany Proposer's documentation.

1. Professional Qualifications – 25 Points
 - A. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation, please use the Proposer Identification Form.
 - B. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.

- C. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
- 2. Past Involvement with Similar Projects – 35 Points
 - A. The written proposal must include a list of three (3) public agencies of similar size references for which comparable work has been performed. The organizations should demonstrate experience in the project area and indicate proven ability to implement projects. Please use the References Form.
- 3. Proposed Work Plan and Fees – 40 Points
 - A. Provide a detailed description of how the Proposer intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the Village of Maple Park, communication and coordination, the working relationship between the consultant and Village Staff, and the company's general philosophy regarding providing the requested services. Detail your initial project execution plan and major milestones to accomplish the scope of services herein.
 - B. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. Please use the Cost Proposal Form.

Submittals shall EITHER be mailed to:

Ms. Dawn Wucki-Rossbach, Village Administrator
Village of Maple Park
302 Willow Street
Maple Park, IL 60151

OR submittals shall be delivered to:

Ms. Dawn Wucki-Rossbach, Village Administrator
Village of Maple Park
302 Willow Street
Maple Park, IL 60151

All submittals must be received no later than 12:00 Noon on Friday, September 4, 2020.

IV. ADDITIONAL MATERIALS

Any information or material provided beyond that requested in this RFP may not be considered by the Village.

Support for this project has been provided by the Kane County Board, through its Office of Community Reinvestment, with funds from the Grand Victoria Riverboat Casino.

VILLAGE OF MAPLE PARK
RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)

SUBMISSION FORMS

VILLAGE OF MAPLE PARK

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

SUBMISSION CERTIFICATION

I hereby submit to the Village of Maple Park the following cost proposal for work outlined in plans and specifications entitled “**RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)**”. All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP documents:

____ Submission Certification

____ Proposer Identification

____ Cost Proposal Form

____ Project References

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my cost proposal.

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

**VILLAGE OF MAPLE PARK
RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)**

PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____

2. Street Address: _____

3. Mailing Address: _____

4. Business Telephone: _____

5. Facsimile Telephone: _____

6. Email Address: _____

7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____

8. Business License number issued by the municipality where the Proposer's principal place of business is located, if applicable
Number: _____ Issuing Municipality: _____

9. Contractors License number and expiration date, if applicable.
Number: _____ Expiration date: _____

10. Federal Tax Identification Number: _____

11. Proposer's Project Manager: _____

VILLAGE OF MAPLE PARK

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

COST PROPOSAL FORM

[Staff]_____. \$_____per hour \$_____x_____hours \$_____

TOTAL FOR TASK.....\$_____

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: _____

Address: _____

Email Address: _____

Phone: _____ Fax _____

SIGNATURE: _____

**VILLAGE OF MAPLE PARK
RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN (RRA/ERP)
REFERENCES**

Village requests a minimum of three (3) references where work of a similar size and scope has been completed, for public agencies. Submit the appropriate number of subconsultant references on a separate REFERENCES sheet.

1. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

2. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

3. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

VILLAGE OF MAPLE PARK

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

SAMPLE PROFESSIONAL SERVICES AGREEMENT

**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 _____ (“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 _____ and terminate on _____.

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 are detailed in _____ which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the Village Administrator. The determination made by Village Administrator shall be final, binding and conclusive on all Parties hereto. Village shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Village Administrator. 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 be satisfactory to Village Administrator; 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, as determined solely by Village Administrator, of all services and activities set forth in this Agreement, Village agrees to pay Consultant an amount not to exceed \$ _____ as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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 Manager. 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 writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement 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.

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 five (5) (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.

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:

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

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.

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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 a 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-Rossbach
Village Administrator
302 Willow Street Maple
Park, IL 60151

If intended for Consultant, to: Name, Address

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.

9.2 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, 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 or material change in coverage 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 & Pools
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 aggregate	

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 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, and may require 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 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. 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 suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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 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. Such acts may include personal or bodily injury, death and property damage, made upon the VILLAGE directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subagreementor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. 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, agreemental 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 Charter of the Village of Maple Park and its Ethics Code prohibit a Village officer or employee, as those terms are defined in Section 11.06 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 a 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

Consultant

Title

Title

Date

Date