



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 19061**

**For:**

**Geospatial Services**

**With:**

**Ayres Associates Inc  
5201 E. Terrance Drive, Suite 200  
Madison, WI 53718**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Ayres Associates Inc. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Contract is to obtain new digital topographic mapping in ESRI compatible format and FGDC compliant metadata of the entire Village of Wilmette ("Village") ("Geospatial Services"). The work will be performed by Ayres Associates Inc ("Consultant").

2. Incorporation. This Addendum is incorporated into the Certificate of Compliance and shall comprise the Contract between the parties. The Contract shall not be effective unless this Addendum is also executed by the Parties.

3. Total Contract Amount. The total amount of the Contract shall not exceed \$41,366.00, including expenses.

4. Payment. Consultant shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

Fifty (50) percent of the contract amount will be due after completion of the LIDAR flight; forty (40) percent upon completion of the remainder of the scope of work; and ten (10) percent upon final acceptance by the Village.

5. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

6. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to producing topographic mapping for the Village of Wilmette, Illinois for the project area shown on Exhibit B attached as follows:

1. A bare earth digital terrain model (DTM) will be extracted from an aerial Lidar (Light Detection and Ranging) point cloud acquired by the Consultant at a point density of approximately 20 points per square meter (20ppsm). The bare earth surface model will be prepared to meet a vertical accuracy of 0.31' RMSEz when tested using the FEMA-compliant/NSSDA quality control procedure for Lidar. Consultant is not responsible for conducting this test under this agreement.
2. The calibrated Lidar point cloud will be classified to the following base classification scheme:
  - a. Class 1: Processed, but unclassified
  - b. Class 2: Bare-earth ground
  - c. Class 7: Low noise
  - d. Class 8: Model Key Points ("MKP")
  - e. Class 9: Water
  - f. Class 10: Ignored ground (breakline proximity)
  - g. Class 17: Bridge Decks
  - h. Class 18: High noise

3. Hydro-flattened breaklines will be compiled for ponded water that is 1 acres or greater and double-lined streams with a minimum width of 10 feet. The hydro breaklines will be used in conjunction with the bare earth classified Lidar points to create a bare earth digital elevation model (DEM) and topographic contours.
4. Prepare 1-foot interval contours from bare earth classified points and hydro-flattening breaklines. Attribution of index, intermediate, index depressions, and intermediate depressions contours will be included. Contours will be seamlessly edge-matched and clipped to the Lidar project boundary in ESRI geodatabase format. One-foot contours will meet National Map Accuracy Standards for 1" = 50' map scale.
5. Prepare a single, Village-wide Lidar generated bare earth Digital Elevation Model ("DEM") will be developed from classified bare earth points and breaklines.
6. Prepare a single, Village-wide Digital Surface Model ("DSM") using Lidar first return data.
7. Lidar bare earth and classified point cloud deliverables will be tiled by quarter-section grids. A tile schematic will be delivered in ESRI Shapefile format. Point cloud, DEM, DSM, and contours will extend 100 feet beyond the project boundary.
8. Prepare FGDC compliant metadata.

7. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

8. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the work.

9. Quality of the Work. Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

10. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

The Total Contract Amount for Consultant's services have been agreed to in anticipation of the orderly and continuous progress of the Work and subject to the Village's responsibilities included in Exhibit A attached. The Work will be completed according to the following schedule:

1. Deliver preliminary mapping: August 15, 2019.
2. Deliver final products will be two (2) weeks after completion of the Village's quality control review, which is expected to be approximately October 15, 2019.
3. Consultant's services under this Contract shall be considered complete at the earlier of (1) the date when the submissions have been accepted by the Village or (2) thirty days after the date when such submissions are delivered to the Village.
4. If the Village has requested significant modifications or changes in the general scope, extent or character of the Work, the time of performance of Consultant's services shall be adjusted equitably.

11. Deliverable(s). Consultant shall prepare the following deliverable(s) for the entire Village of Wilmette:

1. Classified Lidar point cloud tiles in .LAS format and shapefile format.
2. 1-foot contours in ESRI geodatabase format.
3. Project-wide hydro-flattened breaklines in ESRI shapefile format.
4. Project-wide DEM in ESRI GRID format.
5. Project-wide DSM in ESRI GRID format.
6. FGDC compliant metadata.
7. Tile schematic in ESRI shapefile format.

12. Copyright Assignment. The Consultant assigns copyright to the Village for all deliverable products produced under this contract. All deliverable products prepared by the Consultant under this contract are the property of the Village. The Consultant agrees that the products shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the Village.

13. Limitation of Remedy. Village's liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

14. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

15. No Collusion. The Consultant represents that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

16. Licensure and Compliance with Laws. Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

17. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Consultant.

18. Assignment. The Contract may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

19. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Consultant</u>	<u>Village</u>	<u>with a copy to:</u>
Ayres Associates Inc	Village Manager's Office	Corporation Counsel
5201 E. Terrace Drive, Suite 200	1200 Wilmette Avenue	1200 Wilmette Ave
Madison, WI 53718	Wilmette, IL 60091	Wilmette, IL 60091

20. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

21. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the Village.

22. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

23. Consultant's Insurance Requirements. At the time of execution of the Agreement, Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Consultant shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Consultant or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Workers Compensation – covering all liability of the Consultant arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- d. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage; and,
- e. Aircraft Liability, \$2,000,000 combined single limit for bodily injury and property damage.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant's insurance and shall not contribute with it.

24. General indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising from, or in connection with (i) the performance by the Consultant, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Consultant, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

25. Intellectual Property. Consultant represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Consultant for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Consultant, Consultant's employees or Consultant's independent contractors for purposes of fulfilling the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Consultant represents and warrants that all Intellectual Property provided to the Village by Consultant will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Consultant agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Consultant will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Consultant's expense. Consultant agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant's option, Consultant shall promptly either: (i) procure for the Village, at Consultant's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Consultant's expense, so that the Intellectual Property become non-infringing.

Consultant shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be

necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

26. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Consultant in their completion or pursuit of the Contract.

27. Use of Village's Name, Employee Name(s) or Images. The Consultant shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

28. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Consultant. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Consultant shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Consultant. The Consultant will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

29. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

30. Change In Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Consultant immediately on written notice based on any such change in status.

31. Subletting of Contract. The Consultant may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the Village. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.



Consultant shall be fully responsible to the Village for any and all acts and omissions of the Consultant's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

In no case shall such consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

32. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant's actual or alleged violation of the FOIA or Consultant's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant's request to utilize a lawful exemption to the Village.

33. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

34. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

35. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

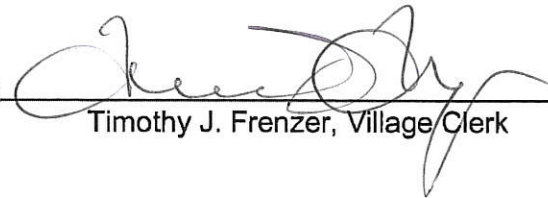
IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Consultant have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019



Robert T. Bielinski, Village President

Attest:   
Timothy J. Frenzer, Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this 8<sup>TH</sup> day of APRIL, 2019

By 

VICE PRESIDENT

Position/Title

By Sam B Kuzon

MANAGER

Position/Title

AYRES ASSOCIATES INC

Print Company Name

An officer duly authorized should sign and attach corporate seal

## REPRESENTATION OF COMPLIANCE

### DESCRIPTION: Geospatial Services

Ayres Associates Inc, states as follows:

Having submitted an offer for the above goods and/or services, We hereby represent that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

**BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

**SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

**PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**EQUAL PAY ACT:** Engineers, Consultants, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

**CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

**DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
  - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



**NATIONAL SECURITY/USA PATRIOT ACT:** We represent that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation.



**EQUAL EMPLOYMENT OPPORTUNITY:** In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



## ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX:

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

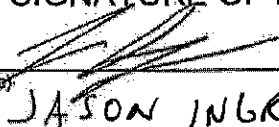
There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX:

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By:   
(Signature)  
By: JASON INGRAM  
(Print Name)  
d/b/a \_\_\_\_\_

Business address: 5201 E TERRACE DRIVE  
SUITE 200  
MADISON WI 53718

Business Phone #: 608-443-1200

Cell Phone #: 920-366-4434

E-Mail Address: ingramj@ayresassociates.com

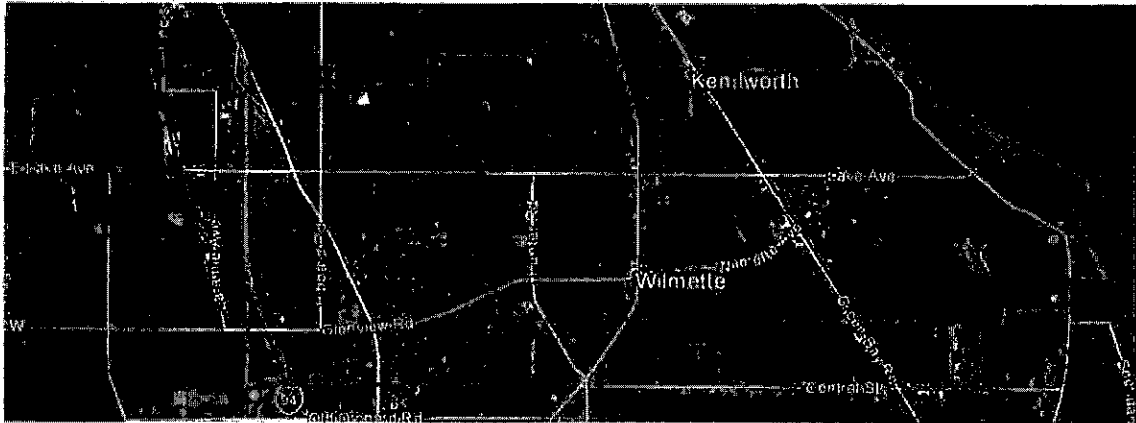
**Exhibit A**

The Village shall do the following in a timely manner so as not to delay the services of Consultant:

1. Designate in writing a person to act as The Village's representative.
2. Provide all criteria and full information as to The Village's requirements.
3. Place at Consultant's disposal all available pertinent information.
4. To the extent allowed by law, arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Give prompt written notice to Consultant whenever The Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
7. The Village has designated the following representative to serve as the Quality Assurance/Quality Control for the project: Thomas Thomey; MGP, Inc.; 701 Lee Street; Suite 1020; Des Plaines, IL 60016; Phone: (847) 656-5698. Consultant will deliver Preliminary Product to the above designee.
8. The Village will provide Consultant with accurate boundaries for the mapping to be performed. The boundary will be provided to Consultant in ESRI shapefile or geodatabase format.
9. Prior to commencement of mapping, The Village will provide Consultant with the GIS Consortium's most current ESRI Geodatabase which includes the existing Planimetric and Digital Terrain Model (DTM). The Geodatabase shall reflect the most current feature geometry and attribution.



**Exhibit B – Extent of Topographic Coverage**



**END OF DOCUMENT**