



**REQUEST FOR PROPOSAL #19020
FOR
ENGINEERING SERVICES FOR THE
GLENVIEW ROAD BRIDGE OVER I-94 - NORTH SIDEWALK REPLACEMENT**

<https://www.wilmette.com/purchasing/bids-rfps/>

Last Date/Time for Questions	01/10/2019 2:00 pm local time
Last Addendum Issued	01/17/2019 2:00 pm local time
Proposals Due At Village Hall 1200 Wilmette Ave, Wilmette, IL 60091	01/24/2019 2:00 pm local time
Engineer Interviews	02/04/2019 to 02/08/2019

Submit proposals to:

Cliff Ruemmler
Purchasing Manager
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
(847) 853-7619
purchase@wilmette.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Engineer.

VILLAGE OF WILMETTE NOTICE TO ENGINEERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive proposals at the Village Hall, 1200 Wilmette Avenue, Wilmette, IL 60091 until January 24, 2019 at 2:00 PM, local time for the Engineering Services for the Glenview Road Bridge Over I-94 - North Sidewalk Replacement.

Description of Work

The proposed work is officially known as Engineering Services for the Glenview Road Bridge Over I-94 - North Sidewalk Replacement. This project includes the development of conceptual designs and cost estimates for three alternatives; and the design, bidding, and construction engineering services for the chosen approach as further described in the Village Specifications section of this RFP.

Required Qualifications and Experience of Engineer and/or Team

Because of the complexity of working on a bridge overpass, the Engineer (Individual or Engineering Firm) **MUST** be prequalified with the Illinois Department of Transportation ("IDOT") in **ALL** of the following:

- a. Structures – Highway Bridges: Simple
- b. Structures – Highway Bridges: Typical
- c. Special Services – Construction Inspection

Availability and Clarification of Documents

All questions related to this RFP must be submitted in writing to Cliff Ruemmler, Purchasing Manager, at Purchase@wilmette.com.

Questions received by the Village, including the Village's responses, will be consolidated into one or more addendums and will only be posted to the Village website at

<https://www.wilmette.com/purchasing/bids-rfps/>.

IDOT drawings are available upon request by sending an email requesting the drawings to Purchase@wilmette.com from the Engineer's business email address.

The deadline for submitting questions is 2:00 pm local time 01/10/2019. Engineers will provide written acknowledgment of each addendum issued with their Proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 01/17/2019.

It is the sole responsibility of the Engineer to check the Village's website to determine if an addendum has been posted.

Engineer Interviews

Engineers must be prepared to attend an interview and negotiate the final contract scope of services with the Village prior to the awarding of the contract. Interviews, if determined necessary, are expected to be conducted at a mutually agreeable time during the period 02/04/2019 to 02/08/2019.

PROPOSAL PREPARATION AND SUBMISSION

Preparation of Proposal Documents

The Engineer shall prepare their proposal using the attached forms furnished by the Village starting on page 5 of this RFP. Responses to the RFP shall be in one volume, strictly limited to twenty (20) two-sided sheets of 8-1/2 x 11 inch paper, single spaced and using a minimum 12-point font.

The proposal front and back covers, Summary and Detailed Engineering Fee Schedules, Proposal Affirmation and Certification, Certification of Compliance and IRS Form W-9 shall be excluded from the page count requirement.

Conditions

Engineers are responsible for becoming familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One. Submission of a proposal will be considered specific evidence of having performed the above. **Any exceptions to the contract document that the Engineer may have must be included on the Proposal Exception Sheet.** Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFP shall not be cause to alter the original proposal or to request additional compensation.

Conflict with Existing Village Contracts

This contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the Engineer. Any Engineer that currently performs work for the Village under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

Submission of Proposals

All Proposals must be delivered to the Purchasing Manager by the specified opening time of the proposal. Proposals arriving after the specified time will not be accepted. Mailed proposals arriving after the specified time will not be accepted regardless of post-marked time on the envelope.

Three (3) hard copies and one electronic copy of the complete proposal in Adobe Acrobat "PDF" format on a USB flash drive should be submitted in a sealed envelope. The envelope must be clearly marked with the project name, Engineer's name, address, proposal opening location, date and time.

Withdrawal of Proposals

Engineers may withdraw or cancel their proposal at any time prior to the proposal opening time by submitting a request in writing to the Purchasing Manager at purchase@wilmette.com or by mail at 1200 Wilmette Ave, Wilmette, IL 60091. Mailed requests to withdraw a proposal arriving after the specified time will not be accepted regardless of post-marked time on the envelope. After the proposal opening time, no proposal shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Engineer shall not withdraw or cancel its proposal after having been notified by the Purchasing Manager that said proposal has been accepted by the Village Board.

Consideration of Proposals

The work shall be awarded to the Engineer who submits the responsive proposal that is most advantageous to the Village.

The Village reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all proposals, and may order a re-advertisement for new proposals or whatever is in the best interest of the Village.

Failure on the part of the successful Engineer to execute a contract within thirty (30) calendar days of its receipt shall be considered just cause to withdraw the award.

If a proposal does not meet the entire Village specifications but does substantially meet the specifications, the Engineer should indicate in writing on the Proposal Exception Sheet, all deviations from the specifications. The specifications included in this RFP are to be considered as minimum.

Disqualification of Proposals

The following will be cause for disqualification of proposals:

- a. Proposals exceeding twenty (20) pages, excluding pages specifically omitted from page count).
- b. Prices excessively high and/or exceed monies available for the intended work;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to estimate costs for the proposal in conformance to the required format; or qualification of price to protect the Engineer from unknown future market conditions;
- e. Rights of the Village limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among Engineers;
- g. Engineer fails to submit required information, literature, or affidavits with proposal;
- h. Late proposals;
- i. Failure of any authorized person to sign any required forms or to sign the proposal;
- j. Engineer is prohibited by local, state or federal law from entering into public contracts;
- k. Engineer is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village;
- l. Engineer has failed to perform faithfully any previous contract with the Village; and
- m. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

Competency of Engineer

The Engineer, if requested in writing, must present within five (5) business days, evidence satisfactory to the Village of ability and possession of the necessary facilities, equipment, personnel, prior experience, financial resources, and/or certificates of insurance.

INSTRUCTIONS TO ENGINEERS ON COMPLETING FORMS
Engineering Services for the Glenview Road Bridge Over I-94 –
North Sidewalk Replacement

ENGINEER INFORMATION

Company Name: _____

Address: _____

City, State, Zip _____

Contact Name: _____

Phone / Email: _____

The following Proposal Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the proposal per the Submission of Proposals instructions on page 3.

PROPOSAL SUBMISSION FORMS, in this order

<input type="checkbox"/> RFP Cover Page ⁽¹⁾
<input type="checkbox"/> This Instructions Page ⁽¹⁾
<input type="checkbox"/> Village Specifications (project objective & scope of work)
<input type="checkbox"/> Summary of Qualifications
<input type="checkbox"/> Summary Engineering Fee Schedule ⁽¹⁾
<input type="checkbox"/> Detailed Engineering Fee Schedule(s) ⁽¹⁾
<input type="checkbox"/> Reference Form
<input type="checkbox"/> Current Village of Wilmette Contracts Sheet
<input type="checkbox"/> Proposal Exceptions Sheet
<input type="checkbox"/> Proposal Affirmation and Certification Pages (signed) ⁽¹⁾
<input type="checkbox"/> Certification of Compliance (signed) ⁽¹⁾
<input type="checkbox"/> W-9 ⁽¹⁾

⁽¹⁾Pages are excluded from the twenty page submission limit.

SUCCESSFUL ENGINEER ONLY

The **successful** Engineer will be required to execute the Contract included in Appendix One to this RFP. These documents **SHOULD NOT** be completed at the time of proposal submission.

VILLAGE SPECIFICATIONS

PROJECT OBJECTIVE

The sidewalk along the north side of the Glenview Road bridge over I-94 in Wilmette is in a state of severe disrepair (photos below). Users of the roadway have expressed concern with the condition of the sidewalk. The Village of Wilmette is committed to replace this sidewalk to improve pedestrian safety and access to nearby schools, recreation centers and parks.

This project includes the development of conceptual designs and cost estimates for three alternatives; and the design, bidding, and construction engineering services for the chosen approach.



Anticipated 2019 Project Time Line

February	Engineer Interviews & Selection
March	Project Kickoff
April	Evaluation of Conceptual Design Alternatives & Cost Estimates
May	Presentation to Municipal Services Committee & Selection of Design Alternative
May	IDOT Coordination and Permit Submittals
June	Prepare 100% Plans, Specifications, and Cost Estimate
July	Bid Advertisement
August	Bid Opening
September	Contract Award
October	Construction

SCOPE OF WORK

The following tasks have been identified for the subject project. The Village may refine and/or add additional tasks as deemed necessary to the scope of services with the RFP submittal:

Task 1: Project Kickoff

The Engineer will meet with the Village staff to discuss project scope, finalize plan schedule, and discuss logistics.

Task 2: Documentation and Analysis of Existing Conditions

The existing bridge design plans provided by IDOT are provided in Attachment Two to this RFP. The Engineer will review and analyze the existing infrastructure conditions and provide the Village with a technical memorandum summarizing the existing structural elements, conditions ratings, and deficiencies of the bridge that would impact the design of this project.

Task 3: Develop Conceptual Design Alternatives

The Engineer will be responsible for identifying two potential design alternatives for the replacement of the sidewalk. The Engineer shall provide conceptual design plans/exhibits and construction estimates for each alternative.

The Village is interested in design and structure options that would widen the sidewalk and require minimal maintenance during the life of the sidewalk. The Engineer will consider the feasibility of alternatives that include, but are not limited to, partial depth sidewalk repair/replacement; complete sidewalk replacement itself without the replacement of the parapet wall; and complete sidewalk replacement including the replacement of the parapet wall. The Engineer shall provide an evaluation of the estimated construction duration and rehabilitation treatment service life for each alternative.

The Engineer will also consider opportunities for improvement to the existing sidewalk by taking into account active transportation and compliance with the Americans with Disabilities Act.

Task 4: Develop Preliminary Cost Estimates

The Engineer will develop preliminary cost estimates for each conceptual design alternatives. Cost estimates should include preliminary bid item quantities. The estimate should be based on the assumption that the project will be constructed using a combination of local and State funding and will be managed by the Village of Wilmette. The cost estimates should also include amounts for design and construction engineering for each alternative.

Task 5: Develop Technical Memorandum and Presentation of Alternatives

Using information from the above scope of work items, and visits, the Engineer shall submit a draft and final technical memorandum outlining the findings of the study for presentation to the Municipal Services Committee. The memorandum and presentation shall include visually appealing exhibits that clearly display the different alternatives under consideration.

The Engineer shall provide all documents in both hard copy and Adobe Acrobat "PDF" format. The Engineer will provide four copies of the draft and final memorandums and an electronic version of both. All copies of draft and final memorandums must be printed double sided.

The technical memorandum and exhibits must be submitted a minimum of two full weeks prior to the Municipal Services Committee meeting at which will be discussed and included in meeting packets. The Village and Municipal Services Committee are expected to choose a Selected Alternative.

Task 6: IDOT Coordination and Permit Submittals

The Engineer shall coordinate the Selected Alternative review with IDOT, prepare and submit permit documents, and respond to permit review comments to facilitate the IDOT permit process.

Task 7: Develop Final Plans, Specifications, and Estimates for the Selected Alternative

The Engineer shall provide all necessary engineering work required to develop 100% plans, specifications and a construction estimate for the Selected Alternative. This task shall include, but not be limited to:

- a. Prepare construction documents consisting of drawings, details, and technical specifications. The set of drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets, section cuts, restoration detail sheets, and detailed construction staging as required.
- b. Prepare a set of General Conditions that includes site-specific instructions for each phase and special requirements with respect to minimizing disruption to the area residents and adjacent properties.
- c. Prepare a bid form for unit prices to be used for fairly pricing additional/deduct work and alternative pricing forms, if needed.
- d. Submit and receive approval for all required permits for IDOT, the Village of Wilmette, and any other agency as required.

Task 8: Bidding Services

The Engineer shall:

- a. Provide a list of qualified contractors to bid on the improvements.
- b. Prepare and submit addenda as needed.
- c. Respond to bid questions during the bidding period.

Note: Attendance at the bid opening and evaluation of the bids is not required.

Task 9: Construction Engineering Services

Construction engineering services shall include, but not be limited to:

- a. Coordinate, prepare for, and attend one or two pre-construction meetings depending on phasing.
- b. Provide full-time construction observation and inspection for all phases of construction to verify quality of work and compliance of design.
- c. Review, approve or reject as necessary, and document the construction contractor technical submittals, shop drawings, and work plans for compliance with the contract documents.
- d. Review, document, recommend specific action, and respond to all requests for clarifications. Interpret the technical content of the drawings and specifications with respect to requests for clarification and deviation from them.
- e. Prepare IDOT drawings/sketches, specifications, and cost estimates for contract modifications.
- f. Review and prepare documentation in response to construction contractor claims. Prepare cost estimates and assist in negotiations.
- g. Perform substantial completion field inspections of the work.
- h. Provide site survey work as needed for different phases of construction.
- i. Verify work performed and quantity of materials used in order to approve payouts.
- j. Process all requested change orders.
- k. Establish punch list and corrective work as necessary and inspect the construction work as necessary.
- l. Perform final inspection prior to final payout and deliver project to the Village's satisfaction.
- m. Prepare as-built documents.
- n. Prepare reimbursement requests for IDOT on behalf of the Village as needed.

SUMMARY OF QUALIFICATIONS

The Engineer should include a brief summary of its qualifications to perform the work described herein. The following sections, at a minimum, must be included in the submission:

1. Cover Letter

The cover letter shall include an introduction of firm signed by an authorized Principal; and the name and contact information (including email) of official authorized to answer questions regarding the firm's proposal.

2. Qualifications and Experience of Engineer and/or Team

- a. The Engineer **MUST** be prequalified with the Illinois Department of Transportation ("IDOT") in **ALL** of the following: Structures – Highway Bridges: Simple; Structures – Highway Bridges: Typical; and Special Services – Construction Inspection.
- b. All respondents shall describe other contracts (at least five, but no more than ten) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past 5 years.
- c. The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- d. Indicate commencement dates, duration and type of operation.

3. Project Team

Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key personnel and provide resumes. Indicate the abilities, qualifications and experience of these individuals.

4. Proposed Services

For each of the tasks outlined in the Scope of Work, provide a narrative describing the firm's understanding of the task and indicate the following:

- a. Approach used to complete the task.
- b. Information needed from the Village.
- c. Issues to be considered to complete.
- d. Staff person(s) who will complete the task.
- e. Estimated level of effort in hours broken down by subtasks and each team member's effort.

SUMMARY ENGINEERING FEE SCHEDULE

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the not to exceed fees as follows:

Task No.	Task	Partial Depth Sidewalk Repair / Replacement	Complete Sidewalk / NO Parapet Wall Replacement	Complete Sidewalk & Parapet Wall Replacement
1	Project Kickoff	\$		\$
2	Documentation and Analysis of Existing Conditions			
3	Develop Conceptual Design Alternatives			
4	Develop Preliminary Cost Estimates			
5	Develop Technical Memorandum and Presentation of Alternatives			
6	IDOT Coordination and Permit Submittals			
7	Develop Final Plans, Specifications, and Estimates for the Selected Alternative			
8	Bidding Services			
9	Construction Engineering Services			
Total		\$		\$

Total Fee Amount In Words For Partial Depth Sidewalk Repair / Replacement

Total Fee Amount In Words For Complete Sidewalk / NO Parapet Wall Replacement

Total Fee Amount In Words For Complete Sidewalk & Parapet Wall Replacement

DETAILED ENGINEERING FEE SCHEDULE(S)

Engineer to include detailed engineering fee schedule(s) based on the Scope of Work starting on page 7 of this RFP. The Engineer should include separate Detailed Engineering Fee Schedules for each of the three alternatives: Partial Depth Sidewalk Repair / Replacement; Complete Sidewalk / NO Parapet Wall Replacement; and the Complete Sidewalk & Parapet Wall Replacement.

Please provide a written explanation for any differences in fees between the three alternatives for Tasks 1 thru 5.

Please indicate the hours required by each team member and their hourly billing rate. Break down all costs by task and labor category and break out reimbursable direct costs separately. Proposals shall list the salary cost multipliers for all labor hours.

The tasks list should mirror the tasks in the Scope of Work section of this RFP and the total fees for each task and option should be carried forward to the Summary Engineering Fee Schedule on page 11 of this RFP.

REFERENCE FORM

Each Engineer **must** supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

CURRENT VILLAGE OF WILMETTE CONTRACTS SHEET

Do you currently hold any Village contracts? NO YES (list below)

Please indicate below how your company initially heard about this RFP.

- Email from the Village of Wilmette
- PublicPurchase.com
- DemandStar.com
- Other, _____

PROPOSAL AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY PROPOSAL SHEET, ENGINEER AFFIRMS THAT IT:

- 1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein;
- 2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
- 3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP; and,
- 4. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that the Engineer has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to the Engineer. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

FURTHER, IN SUBMITTING THIS PROPOSAL, ENGINEER CERTIFIES THAT:

- 5. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Engineer or with any competitor;
- 6. Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by Engineer, prior to opening, directly or indirectly to any other Engineer or to any competitor;
- 7. This proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- 8. Has not directly or indirectly induced or solicited any other Engineer to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to proposal or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other Engineer or over the Village; and,
- 9. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One and that any exceptions to the contract document are included on the Proposal Exception Sheet.

SIGNED AND SWORN THIS _____ DAY OF _____, 2019

If Engineer is an Individual:

By: _____
(Signature)

By: _____
(Print Name)

d/b/a _____

Business address: _____

Business Phone #: _____

If Engineer is a Partnership:

(Firm Name)

By: _____
(Signature of Partner)

By: _____
(Signature of Partner)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Engineer is a Corporation:

[Corporate Seal]
(Corporation Name)

[Corp

By: _____
(Signature of person authorized to sign)

(Print Name and Title)

Attest _____
(Signature of Secretary)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Engineer is a Joint Venture:

(Name of Joint Venture)

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

**Subscribed and sworn before me
this ___ day of _____, 2019**

Notary Public:

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Engineering Services for the Glenview Road Bridge Over I-94 - North Sidewalk Replacement

_____, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify 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, Contractors, 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 of 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 and warrant 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 and warrant.

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 form'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: _____
(Print Name)

d/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

APPENDIX ONE
Contract with Successful Engineer Only



VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 19020

For:

**ENGINEERING SERVICES FOR THE
GLENVIEW ROAD BRIDGE OVER I-94 - NORTH SIDEWALK REPLACEMENT**

With:

TBDNAME
TBDAddress
TBDCityStateZip

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 TBDNAME. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is for the development of conceptual designs and cost estimates for three alternatives; and the design, bidding, and construction engineering services to repair and/or replace the existing sidewalk on the north side of the Glenview Road bridge (“Engineering Services for the Glenview Road Bridge Over I-94 - North Sidewalk Replacement”) per the Specification shown in Attachment One (“Attachment One”) and Attachment Two (“Attachment Two”) of this document. The Agreement is for the proposal offered by TBDNAME (“Engineer”) to the Village.
2. This Addendum is made pursuant to the proposal dated MM/DD/2019 attached as Attachment One. Together this Addendum, Attachment One and Attachment Two shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Total Contract Amount. The total amount of the Contract shall not exceed \$_____, including expenses.
5. Payment. Engineer 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.
6. Tax exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Engineer shall not charge the Village any tax incurred by the Engineer for these services.
7. 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 the Engineering Services for the Glenview Road Bridge Over I-94 - North Sidewalk Replacement as outlined in Attachment One and Attachment Two.
8. Coordination of Work. Engineer shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.
9. Supervision of Work. Engineer 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. Engineer 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 Engineer in the completion of the work.
10. Quality of the Work. Engineer shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by an Engineer performing Work of a

scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

11. Timing of Work. The Engineer shall begin work on or about _____ and the contract will expire on _____. 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.

12. Limitation of Remedy. Village’s liability to Engineer 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.

13. Relationship of the Parties. The Engineer 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 Engineer; or (2) to create any relationship between the Village and any subcontractor of the Engineer.

14. No Collusion. The Engineer represents and certifies that this Contract is made by the Engineer without collusion with any other person, firm, or corporation. If at any time it shall be found that the Engineer has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Engineer 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.

15. Licensure and Compliance with Laws. Engineer 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. Engineer shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

16. 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 Engineer.

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

18. 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:

Engineer
 TBDNAME
 TBDAAddress
 TBDCityStateZip

Village
 Director
 Engineering & Public Works
 1200 Wilmette Avenue
 Wilmette, IL 60091

with a copy to:
 Corporation Counsel
 1200 Wilmette Ave
 Wilmette, IL 60091

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

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

21. 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.

22. Engineer's Insurance Requirements. At the time of execution of the Agreement, Engineer 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.

Engineer 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 Engineer 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. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- c. Workers Compensation – covering all liability of the Engineer 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. Umbrella Coverage, \$2,000,000 per occurrence; and,
- e. Professional Liability –\$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Engineer shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Engineer 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.

Engineer shall require all subcontractors not protected under the Engineer'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 Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Engineer's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Engineer'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 Engineer's insurance and shall not contribute with it.

23. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's own negligence.

24. General indemnification. To the fullest extent permitted by law, the Engineer 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, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Engineer, 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 Engineer, 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 Engineer 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. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

25. Intellectual Property. Engineer represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Engineer 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 Engineer, Engineer's employees or Engineer's independent contractors for purposes of fulfilling the terms of this

Agreement. Engineer 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.

Engineer represents and warrants that all Intellectual Property provided to the Village by Engineer will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Engineer 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 Engineer 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 Engineer's expense. Engineer 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 Engineer's option, Engineer shall promptly either: (i) procure for the Village, at Engineer's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Engineer's expense, so that the Intellectual Property become non-infringing.

Engineer 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 Engineer in their completion or pursuit of the Contract.

27. Deliverables. All deliverables must be in a format easily uploaded to the Village's website and reasonably viewable on a laptop computer, tablet or iPad using common PC, MAC and Android browsers. All reports and related information shall be compatible with "Microsoft Word 2016," by Microsoft Corporation; all spreadsheets and related information shall be compatible with "Microsoft Excel 2016" by Microsoft Corporation; and all CADD related information shall be compatible with "AutoCAD LT 2018" by Autodesk Corporation Except as otherwise agreed, no other formats are acceptable. The Engineer shall also provide the final maps showing existing conditions and the proposed network in a GIS compatible layer.

28. Use of Village's Name, Employee Name(s) or Images. The Engineer 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.

29. 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 Engineer. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Engineer. Default is defined as failure of the Engineer 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 Engineer 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 Engineer. The Engineer 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.

30. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Engineer, 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.

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

32. Subletting of Contract. The Engineer 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 Engineer and shall be subject to approval by the Village. Engineer 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 Engineer and Engineer 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 Engineer.

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

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

33. Illinois Freedom of Information Act. Engineer 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. Engineer 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 Engineer's actual or alleged violation of the FOIA or Engineer's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Engineer request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Engineer 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. Engineer 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 Engineer's request to utilize a lawful exemption to the Village.

34. 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.

35. 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.

36. 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 Engineer 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 _____ day of _____, 2019

By _____ Position/Title

By _____ Position/Title

Print Company Name

An officer duly authorized should sign and attach corporate seal

ATTACHMENT ONE
ENGINEER'S PROPOSAL DATED MM/DD/2019

ATTACHMENT TWO
IDOT DRAWINGS

IDOT drawings are available upon request by sending an email requesting the drawings to Purchase@wilmette.com from the Engineer's business email address.

END OF DOCUMENT