



REQUEST FOR PROPOSAL No. 20051

**TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS**

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

Last Date/Time for Questions	06/04/2020 2:00 p.m. local time
Last Addendum Issued	06/09/2020 2:00 p.m. local time
Proposals Due and Opened on DemandStar.com	06/11/2020 2:00 p.m. local time

Submit Questions to:
purchase@wilmette.com

Submit Proposals at:
www.DemandStar.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 Respondent.

Company Name *(please print)*

VILLAGE OF WILMETTE NOTICE TO PROPOSERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive Proposals on **DemandStar.com** until 06/11/2020 at 2:00 p.m., local time for Topographic Survey Services for Future Capital Improvement Projects.

Description of Work

The proposed Work is officially known as Topographic Survey Services for Future Capital Improvement Projects, as further described in the Village Specifications section of this RFP.

Timing of Work

The Work shall begin on or about 06/22/2020. The Village must receive a set of draft deliverables by 4:00 p.m. local time on Friday, 08/07/2020. The Village must receive all final deliverables by 4:00 p.m. local time on Friday, 08/28/2020 or within fifteen (15) working days upon receipt of Village comments, whichever comes first.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the Village's website at:
<https://www.wilmette.com/government/bids-rfps/>.

Any questions related to this RFP should 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 and posted to the Village website.

The deadline for submitting questions is 2:00 p.m. central time 06/09/2020. Respondents will provide written acknowledgment of each addendum issued with their submitted proposal. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 p.m. local time on 06/11/2020.

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

Confidentiality

Submissions, in its entirety, are subject to the Illinois Freedom of Information Act and that no part of the bid will be considered confidential by the Village.

PROPOSAL PREPARATION AND SUBMISSION

Preparation of Proposal Documents

The Respondent shall prepare the proposal on the attached proposal forms furnished by the Village.

All blank spaces on the proposal pages applicable to the subject specification must be correctly completed in ink or type written. All signatures must be completed in ink.

The total proposal amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error. Respondents are warned against making any erasures or alterations of any kind, and proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

Conditions

Respondents are responsible to become familiar with all conditions, instructions, and contract documents governing this proposal, including the **Contract terms attached in Appendix One (1)**. Submission of a proposal will be considered specific evidence of having performed the above. **Any exceptions to the contract document that Respondent 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 Topographic Survey Services contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the Respondent. Any Respondent 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 submitted electronically through DemandStar.com by the specified opening date and time. Proposals submitted after the specified date and time will not be accepted. Mailed proposals and proposals emailed to the Village will not be accepted without prior written approval by the Village.

It is the sole responsibility of the Respondent to submit the pdf copy of the proposal on DemandStar.com. Instructions for submitting bids may be found at

<https://www.wilmette.com/purchasing/purchasing-forms/>

Withdrawal of Proposals

Respondents may withdraw or cancel their proposals 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 due date and time, no proposal shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Respondent shall not withdraw or cancel its proposal after having been notified by the Village that said proposal has been accepted by the Village Board.

Consideration of Proposals

The Work shall be awarded to the responsible Respondent 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 Respondent to execute a contract within ten (10) calendar days of its receipt shall be considered just cause to withdraw the award.

If the proposal does not meet the entire Village specifications but does substantially meet the requirements, the Respondent 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 proposal:

- a. Prices excessively high and/or exceed monies available for the intended Work;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Failure to price out the proposal in conformance with the required format; or qualification of price to protect the Respondent from unknown future market conditions;
- d. Rights of the Village limited under any contract clause;
- e. Reasonable basis to suspect either conflict of interest or collusion among Respondents;
- f. Respondent fails to submit required information, literature, or affidavits with proposal;
- g. Late proposals;
- h. Failure of any authorized person to sign any required forms or to sign the proposal;
- i. Respondent is prohibited by local, state or federal law from entering into public contracts;
- j. Respondent 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;
- k. Respondent has failed to perform faithfully any previous contract with the Village; or
- l. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

Competency of Respondent

The Respondent, 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 RESPONDENTS ON COMPLETING FORMS
TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS**

PROPOSAL SUBMISSION FORMS, in this order

<input type="checkbox"/> Proposal Cover Sheet (Page 1 of RFP)
<input type="checkbox"/> This Instructions to Respondents Page
<input type="checkbox"/> Respondent Information Sheet
<input type="checkbox"/> Summary Proposal Sheet w/Detailed Fees Schedule (required)
<input type="checkbox"/> Village Specifications
<input type="checkbox"/> Summary of Qualifications
<input type="checkbox"/> Proposal Exceptions Sheet
<input type="checkbox"/> Proposal Affirmation and Certification Pages (signed)
<input type="checkbox"/> Certification of Compliance (signed)
<input type="checkbox"/> W-9

SUCCESSFUL RESPONDENT ONLY

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

RESPONDENT INFORMATION SHEET

Company Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Numbers: _____

Email: _____

Website: _____

Federal Employer Identification # (FEIN): _____

IL Secretary of State File #: _____

IL Department of Employment Security #: _____

IL Department of Revenue Registration #: _____

IL Department of Professional Regulation #: _____

Please include an explanation for any blank or "n/a" responses above.

Please indicate below how your company heard about this RFP. Select all that apply.

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

SUMMARY PROPOSAL SHEET

_____ 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 prices as follows:

Alley # (See Map in Attachment 3)	Entrances	Between	Length ⁽¹⁾ (ft)	ROW ⁽¹⁾ (ft)	Cost
204	8 th /7 th	Lake/Washington	475	18	\$
233	10 th /9 th	Greenleaf/Linden	500	18	\$
402	Alley/Linden	Park/Green Bay	394	18	\$
516	17 th /16 th	Spencer/Washington	544	16	\$
Subtotal for ALLEYS					\$

Street (See Map in Attachment 3)	From	To	Length ⁽¹⁾ (ft)	ROW ⁽¹⁾ (ft)	Cost
Cove Ln	Cul-de-sac	Wilmette Ave	380	50	\$
Cranston Ct	Cul-de-sac	Hibbard Rd	300	50	\$
Linden Ave	Sheridan Rd	End of Pave	370	50	\$
Orchard Ln	Romona Rd	Cul-de-sac	150	50	\$
Prairie Ln	Isabella St	Wilmette Ave	2,263	66	\$
Seminole Rd	Lake Ave	Blackhawk Rd	427	50	\$
Wilshire Dr E	Glenview Rd	Wilshire Dr	407	60	\$
Wilshire Dr W	Glenview Rd	Wilshire Dr	423	60	\$
Subtotal for ROADS					\$

TOTAL ALLEYS & ROADS AMOUNT \$

(1) The length and ROW width values above are approximate limits. Village reserves the right to adjust these limits and/or eliminate one or more of the alleys or roads in their entirety.

TOTAL ALLEYS & ROADS AMOUNT IN WORDS:

REQUIRED - Detailed Fees Schedule

Proposals should include an estimated breakdown by labor category per program, with the total hours and billing hourly rates for each team member attached as a separate page(s). This information will be required with all pay requests.

VILLAGE SPECIFICATIONS

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Agreement.

The scope of services shall include, but not limited to, the following:

1. Submit a not-to-exceed price to survey **four (4)** ALLEYS with a total survey length of approximately **1,913 feet** and varying R.O.W. widths. The topographic data shall be created and delivered in one AutoCAD 2018 drawing (.dwg) digital file, unless otherwise directed by the Project Contact.
2. Submit a not-to-exceed price to survey **eight (8)** ROADS with a total survey length of approximately **4,040 feet** and varying R.O.W. widths. The topographic data shall be created and delivered in one AutoCAD 2018 drawing (.dwg) digital file, unless otherwise directed by the Project Contact.

Both ALLEYS and ROADS:

1. All data collected shall be in US State Plane Coordinates System, Illinois East zone, NAD-83, NAVD-88, US Survey Feet, as opposed to an arbitrary coordinate system.
2. Provide a minimum of two control points at each location (with horizontal and vertical control). The control points must be established in the field and immediately outside the limits of the survey location.
3. Station the ROW centerline in the field with white marking paint. Obtain cross-section elevations at each station from each ROW **AND** at least five (5) feet beyond. The cross-section elevations from the topographic survey should align with the annotations at each station in AutoCAD. If not, the Respondent will need interpolate the cross-section elevations at those stations in AutoCAD.
4. The survey shall include spot elevations and annotations for the following items within the ROW **AND** at least five (5) feet beyond:
 - a. Street and Alley pavement (label the pavement material type),
 - b. Sidewalk, Courtesy Walks, and Approach Walks (annotate the material type),
 - c. Curbs (annotate the top of curb and flow line elevations),
 - d. Parkways (annotate the material type),
 - e. Trees (size, locations, and canopies),
 - f. Driveways and Aprons (annotate the material type and limits),
 - g. Fences, Gate Openings, and Planters,
 - h. Utility Surface features (including but not limited to water, sewer, electric, gas, cable, traffic, lighting, telecom, aerial lines, sump/downspout discharge points),
 - i. Sewer Manholes, Catch Basins, and Inlets (annotate all invert and top of frame elevations),

- j. Sewers and Mains (annotate material type, flow orientation, and diameter of each pipe; the Village will provide utility atlas pages during the Work),
 - k. Sewer and Water Structures (including Valve Vault, Valve Box, Domestic Services Boxes, Fire Hydrants, and B-Boxes; annotate type and elevation),
 - l. Any high points, low points, and/or apparent grade breaks, including those outside the limits of the stationing (the Village will provide a pavement berm map during the Work for reference).
5. The topographic survey must originate in AutoCAD (conversion from MicroStation will not be accepted) and shall include a consistent layer system with the following:
 - a. ROW lines (must display ROW lines in the alleys accurately),
 - b. ROW centerline stationing,
 - c. Addresses for parcels,
 - d. Pavement limits (Street, Alley, Sidewalk, and Driveways),
 - e. Hatch layer for Brick Paver pavement,
 - f. Curb Lines (include back of curb and edge of pavement),
 - g. Parkway limits (including tree & planter locations),
 - h. Symbols and elevations for Utility Surface Features,
 - i. Annotations for interior Manhole/Pipe data,
 - j. Existing surface spot elevations (displayed at each station),
 6. Prepare a legend of line types and symbols used in the topographic survey.
 7. The text and annotations scale shall be 1" = 20'.
 8. The plot style table to be used for layouts shall be "monochrome.ctb".
 9. The submittal shall include a digital text file listing the description, northing, easting, and elevation, for each data point.
 10. The submittal shall include a PDF print of the model space for reference.

Specific to ALLEYS:

1. Cross-section stationing shall not exceed intervals of 25 feet.
2. Survey shall include elevations for **all summits and low points**, as well as driveway aprons, parking pads, and garage floors.
3. Collect topographic survey data to the opposite Right-of-Way at each alley entrance **AND** a minimum of 50 feet in each adjacent direction (100 feet total).
4. Provide a profile view of the alley surface **and existing utilities** at a 1" = 2' vertical scale.

Specific to ROADS:

1. Cross-section stationing shall not exceed intervals of 50 feet.
2. Survey shall include elevations for **all summits, low points, and pavement berms**.
3. Collect topographic survey data of the entire intersection at each location limit **AND** a minimum of 50 feet in each adjacent direction beyond the intersection **point-of-curvature** (150 feet total).
4. Collect additional topographic survey data at each sidewalk ramp to provide sufficient detail for ADA evaluation.

SUMMARY OF QUALIFICATIONS

The Respondent shall include a summary of qualifications that relate to the Work described herein. The following sections, at a minimum, must be included in the submission:

1. Cover Letter
 - a. Include an introduction of the firm, signed by an authorized Principal.
 - b. Provide the name and contact information (phone and email) of the official authorized to answer questions regarding the Firm's proposal.

2. Qualifications and Experience of Respondent and/or Team
 - a. Demonstrate the knowledge and experience necessary to provide topographic survey services.
 - b. Describe at least five (5) other contracts of similar scope, size, and discipline to the services described herein. Indicate commencement dates, duration, type of operation, and final outcomes. The contracts must have been performed within the past five (5) years.
 - c. Provide the name, address, and phone number or email of a reference for each project identified above.
 - d. The respondent shall describe relevant firm certifications. Supporting material shall be made available upon request.

3. Project Team
 - a. Identify the professional staff person who would be assigned as your Project Manager.
 - b. Identify key personnel and provide resumes. Indicate the abilities, qualifications, and experience of these individuals.

PROPOSAL AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY PROPOSAL SHEET AND OPTIONAL SERVICES SHEET, RESPONDENT 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 bid is submitted as indicated in the RFP;
4. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to Respondent. 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 Bid is submitted.

FURTHER, IN SUBMITTING THIS BID / PROPOSAL RESPONDENT CERTIFIES THAT:

5. The prices in this bid 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 Respondent or with any competitor;
6. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other Respondent or to any competitor;
7. This bid 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; and,
8. Has not directly or indirectly induced or solicited any other Respondent to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.
9. They are familiar with all conditions, instructions, and contract documents governing this bid, including the Bond and Contract terms attached in Appendix One and Two, and that any exceptions to the contract document are included on the Bid Exception Sheet.
10. They understand that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type

Work.

SIGNED AND SWORN THIS ____ DAY OF _____, 2020

Entity Name: _____

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: _____

Name / Title: (Print) _____

Mailing Address: _____

City/State/Zip: _____

Phone / Email: _____

**Subscribed and sworn before me
this ____ day of _____, 2020**

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Topographic Survey Services For Capital Improvement Projects

_____, 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: Consultants, 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 Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant'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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant'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 Consultant in its efforts to comply with such Act and Rules, the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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. **It is rare for this box to be checked. Please email purchase@wilmette.com if you are checking this box prior to submitting your document.**

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 Respondent Only



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

Contract No. 20051

For:

**TOPOGRAPHIC SURVEY SERVICES FOR
FUTURE CAPITAL IMPROVEMENT PROJECTS**

With:

**TBDvname
TBDvaddress
TBDvCityStateZip**

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

1. The intent of the Agreement is to acquire services to survey approximately 1,913 feet of alleys and 4,040 feet of roads (“Topographic Survey Services for Future Capital Improvement Projects”) within the Village of Wilmette per the Specification shown in Attachment One (“Attachment One”) and Attachment Two (“Attachment Two”) of this document. The Agreement is for the proposal offered as a proposal by TBD (“Consultant”) to the Village of Wilmette (“Village”).

2. This Addendum is made pursuant to the proposal dated _____ attached as Attachment One. Together this Addendum and 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. The Village is a tax-exempt municipality.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (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 completion of the Work, acceptance of the Work by the Village and 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 completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Tax Exempt. 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.

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 Topographic Survey Services for 2020 Capital Improvement Projects as outlined in Attachment One.

8. 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.

9. 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.

10. Quality & Accuracy of the Work. Consultant shall perform all Work required of it under this Agreement 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 Agreement. Consultant shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from the Consultant's errors, omissions or negligent acts without additional compensation. Acceptance of the Work by the Village will not relieve the Consultant of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

11. Timing of Work. Consultant shall begin Work on or about June 22, 2020. 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. The Village must receive a set of draft deliverables by 4:00 p.m. local time on Friday, August 7, 2020. The Village must receive all final deliverables by 4:00 p.m. local time on Friday, August 28, 2020 or within fifteen (15) working days upon receipt of Village comments, whichever comes first. Failure to meet the deadlines in this section will result in a penalty of \$100 per working day until the Work is complete.

13. Deliverables. Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Consultant pursuant to this Agreement shall be the exclusive property of the Village and Consultant.

Consultant shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All AutoCAD related information shall be compatible with the latest version by the Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

14. 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.

15. 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.

16. 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.

17. No Collusion. The Consultant represents and certifies 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.

18. 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.

19. 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.

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

21. 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>Director</u>	<u>with a copy to:</u>
TBDvname	Engineering & Public Works	Corporation Counsel
TBDvaddress	1200 Wilmette Avenue	1200 Wilmette Ave
TBDvCityStateZip	Wilmette, IL 60091	Wilmette, IL 60091

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

23. 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.

24. 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.

25. Consultant's Insurance Requirements. At the time of execution of the Agreement, Contractor 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.

Contractor 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 Contractor 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. Comprehensive 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. Umbrella Coverage, \$2,000,000 per occurrence;
- d. 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'); and,
- e. Professional Liability –\$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant 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, Consultant 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 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.

26. Kotecki Waiver. Consultant (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. Consultant 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 Consultant’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

27. 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, 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 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. 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 Consultant 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.

28. 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 Contractor in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Names(s) or Image(s). The Contractor 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.

30. 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.

31. 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.

32. 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.

33. 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 the 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.

34. 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.

35. 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.

36. 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.

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

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of _____, 2020

Robert T. Bielinski, Village President

Attest: _____
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _____, 2020

Signature

Title

Print Name

Print Company Name

**ATTACHMENT ONE
CONSULTANT'S PROPOSAL DATED _____**

ATTACHMENT TWO GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. Working Hours

All work shall be performed on Weekdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturdays between 9:00 a.m. and 6:00 p.m., except in the case of urgent necessity as determined by the Village. No work shall be performed on Sundays and the following Village Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (the fourth Thursday and Friday in November), and Christmas Day.

2. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Consultant. Consultant will make every effort and means available to facilitate the inspection of the work. Any work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Consultant's own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

Consultant shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Consultant.

3. Coordination of Work

If the Consultant has one or more crews working in the Village, the Consultant shall also have a designated manager level or above representative in the Village and available as an emergency contact by mobile phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Village prior to the start of work.

The representative shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Consultant's crews, and meet weekly with a Village employee to inspect and sign-off on the work performed.

In addition, the representative will also have full authority to:

- i. Manage, engage and/or discharge Consultant's employees.
- ii. Promptly supply any necessary equipment, materials, or incidentals; and,
- iii. Negotiate on the Consultant's behalf and legally commit the Consultant in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of \$2,500.

4. Additional Work Requirements

a. Job Site Daily Cleanup

Consultant shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

b. Equipment and Materials Staging

Consultant shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Consultant shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Consultant and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

Consultant shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

c. Water

The Consultant may use certain Village fire hydrants under the following conditions:

- i. The Consultant may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Consultant's truck must be equipped with a hydrant hose connection (2.5" port). The Consultant will be required to record water usage in a logbook maintained by staff at the Public Works Yard.
- ii. The Consultant must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Consultant may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.
 - a. **If a meter is available**, a \$2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at <https://www.wilmette.com/permits/> or at the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The \$2,500 deposit will be cashed upon receipt and refunded upon return of the meter and RPZ device, minus any damages to the hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.
 - b. **If no meters are available**, the Consultant will be responsible for supplying its own meter and RPZ device certified in the past year and approved for

use by the Village. The Consultant shall report initial and final meter readings to the Village for all Wilmette water used daily.

d. Delivery of Equipment and Materials

All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Consultant shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

e. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Consultant inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

f. Vehicles and Equipment

The Consultant's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

5. Prevention of Injury or Damage

a. Safety of Persons

Consultant shall be solely and completely in charge of, and responsible for, maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Consultant shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Consultant is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Consultant shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Consultant shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property

Consultant shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Consultant shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors

or from the action of the elements. Consultant will be required, without cost to the Village, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to Village and private property and adjoining properties. Consultant will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Consultant is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Consultant shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Consultant and deduct this cost from any payment due the Consultant.

c. Repair of Damage

Upon termination of the Contract, or upon completion of the work, Consultant shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

6. Concealed Conditions

- a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Consultant is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Consultant shall notify the Village and cooperate with the Village to make the required adjustments.
- b. If utility service which is shown on the Drawings is interrupted for any reason, Consultant will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Consultant fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Consultant.
- c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Consultant, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Consultant.
- d. Consultant shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
 - i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were

- not known by Consultant or could not have been discovered by careful examination and investigation of the site of the proposed work.
- ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.
 - iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Consultant and could not have been discovered by careful examination and investigation of the Project site.
 - iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Consultant shall continue performance of the work. No claim by the Consultant for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

7. Interpretation of the Work

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Consultant, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Consultant proposes to furnish pursuant to the Contract.

8. Contract Changes

a. Changes in Work

The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the Village shall not invalidate the Contract or relieve the Consultant of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Consultant by means of a Change Order.

A change order for work is not necessary, and Consultant shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the Work was made necessary as a result of an error or omission of the Consultant or any subcontractor.

Consultant shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the Village was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

b. Change Orders

Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

- i. By unit prices named in the Contract or additional unit prices subsequently agreed upon, where no additional amounts for overhead and profit shall be allowed.
- ii. By an amount mutually agreed to by Consultant and the Village as a fixed or percentage fee.
- iii. By agreement on a lump sum proposal submitted by Consultant. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Consultant shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

- i. In such case, Consultant shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.
- ii. Consultant shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Consultant or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of \$10,000 or more, or an increase or decrease in the time of completion

by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state why: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; the change is germane to the original contract as signed; and the change order is in the best interest of the Village.

9. Suspension

The Village may, at any time, by written notice to the Consultant require the Consultant to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Consultant shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Consultant shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Consultant and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Consultant shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.

10. Correction of Work

- a. Upon receipt of notice, Consultant shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Consultant shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.
- b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Consultant shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.
- c. Consultant's obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.
- d. If the Consultant fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Consultant or, if no further payments are due to Consultant, then the Consultant's surety will be responsible for said payment.

11. Warranty

- a. Consultant warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract. Prior to Final Completion, Consultant shall deliver to the Village all warranties required under the Contract, or to which Consultant is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion.
- b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract or relieve the Consultant or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Consultant or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Consultant shall be liable for correction of all damage resulting from defective work. If Consultant fails to remedy any defects or damage, the Village may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Consultant or its surety.
- c. Consultant warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.
- d. Consultant warrants that no materials or supplies for the work purchased by Consultant or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Consultant further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Consultant agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Consultant's breach of this Section.

12. Documents

- a. Ownership
All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Consultant shall be the exclusive property of the Village.

Consultant shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to

assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Consultant fails to deliver a fully reproducible document. Consultant shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Consultant pursuant to this Agreement shall be the exclusive property of the Village.

Consultant shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

13. Payment(s), Retainage & Withholdings

a. Submissions of Invoices

Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

Invoices shall not be deemed due and owing unless and until the following are submitted:

- i. Updated construction schedule.
- ii. Legally effective release(s) and waiver(s) of lien covering work for which payment is being made.
- iii. Legally effective release(s) and trailing waiver(s) of lien(s) covering work for subcontractors for which prior payment to Consultant has been made.
- iv. Any other documents requested/required by the Village.

b. Contract Line Items

The Consultant is required to complete contract line items to 100% before including the quantity on a pay request.

c. Liquidating Damages

Invoices will be paid net of any damages assessed by the Village against the Consultant as outlined in this Contract.

d. Withholding

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Consultant is liable; state or local sales, use or excise taxes that may have been paid by Consultant or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Consultant to complete the performance of the work; or any other failure by the Consultant to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Consultant either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.

e. Final Payment to Consultant

Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and all final certified payroll reports and original final waiver(s) of lien, the Village will pay the Consultant the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Consultant shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Consultant, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Consultant.

The acceptance by the Consultant of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Consultant or his sureties from any obligations under the Contract or the performance bond and payment bonds.

**ATTACHMENT THREE
LOCATION MAP**

END OF DOCUMENT