



REQUEST FOR PROPOSAL No. 18110

**ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

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

Last Date/Time for Questions	May 14, 2018 2:00 pm
Last Addendum Posted	May 17, 2018 2:00 pm
Proposals Due At Village Hall 1200 Wilmette Ave, Wilmette, IL 60091	May 24, 2018 2:00 pm
Consultant Interviews	Weeks of: 06/11/2018 & 06/18/2018

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 Consultant.

VILLAGE OF WILMETTE NOTICE TO CONSULTANTS

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 May 24 at 2:00 pm for an Alternative Storm Water Improvement Project Funding Methods Study.

Description of Work

The proposed work is officially known as the Alternative Storm Water Improvement Project Funding Methods Study, as further described in the **SPECIFICATIONS** section of this RFP.

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 pm on May 14, 2018.

Consultants 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 on May 17, 2018. It is the sole responsibility of the Consultant to check the Village' website to determine if an addendum has be posted.

PROPOSAL PREPARATION AND SUBMISSION

Preparation of Proposal Documents

The Consultant shall prepare the proposal using the attached forms furnished by the Village starting on page 09 of this RFP.

Responses to the RFP shall be in one volume, strictly limited to twenty (20) two-sided sheets of paper, all inclusive (cover letter, table of contents, content requested, resumes (if the firm chooses to include), fee statement, and all exhibits or attachments included). The proposal front and back covers, Consultant Acknowledgement and Certification, Certification of Compliance and Form W-9 shall be excluded from the page count requirement. Consultant's proposal shall be single spaced, 12-point minimum font utilizing 8-1/2 x 11 inch pages. Submittals that exceed 20 pages will be considered non-responsive, and may not be evaluated.

Conditions

Consultants are responsible to become 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 you may have must be included on the Proposal Exception Sheet(s)**. 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.

Submission of Proposals

All Proposals must be delivered to the Purchasing Manager by the specified opening time of the proposals. 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.

Five (5) hard copies and one electronic copy of the complete proposal in Adobe Acrobat PDF format (CD, DVD or USB flash drive is acceptable) should be submitted in a sealed envelope. The envelope must be clearly marked with the project name, Consultant's name, address, proposal opening location, date and time.

Withdrawal of Proposals

Consultants may withdraw or cancel their proposals at any time prior to the proposal due date and 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 Consultant 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 Consultant 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 Consultant to execute a contract within thirty (30) 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 Consultant 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. 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 to the required format; or qualification of price to protect the Consultant 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 Consultants;
- f. Consultants 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. Consultant is prohibited by local, state or federal law from entering into public contracts;
- j. Consultant 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. Consultant has failed to perform faithfully any previous contract with the Village; and
- l. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

Consultant Interviews

Consultants must be prepared to attend an interview with the Village prior to the awarding of the contract. Interviews are expected to be conducted at a mutually agreeable time during the weeks of June 11th and June 18th.

RFP SPECIFICATIONS ALTERNATIVE STORM WATER IMPROVEMENT PROJECT FUNDING METHODS STUDY

Background

Since 1992, the Village has spent more than \$64 million in improvements to the sewer system. These improvements include sewer main replacement and repairs, sewer lining and the installation of relief sewers. All of these improvements are intended to reduce flooding throughout the community. However recent rainstorms and drainage studies have highlighted the need to implement additional improvements.

In the last decade, the Village experienced several significant storms which caused widespread basement and overland flooding. In response, the Village Board initiated an aggressive plan to address the performance of the sewer systems west of Ridge Road. The highest priority projects were those that focused on reducing the severity and frequency of sanitary sewer basement backups. In 2013, the Village Board approved a \$24 million bond issue to construct several major sanitary sewer projects which have significantly improved performance of the sanitary sewers on the west side of Wilmette.

In 2014, with many of the sanitary sewer projects either completed or well underway, the Village Board hired an engineering firm, Christopher B. Burke (CBBEL), to conduct a comprehensive study of the separate storm sewer system to address street and overland flooding. The performance goal of the study was to identify projects that would keep flood levels below street level for a 10-year storm event (a storm having a 10% chance of occurring in a given year).

In 2015, a number of possible projects were identified that would provide 10-year flood protection, with the most effective being the construction of 44,000 feet of new storm sewer west of Ridge Road at an estimated cost of \$80 million.

In 2016, the Village hired a second engineering firm to verify and validate the proposed project's costs and associated benefits. Stantec concurred with the conclusions of the Burke study regarding the effectiveness of the project, while also noting that the project could cost as much as \$95 million (in 2017 dollars).

In 2017, to ensure that all alternatives and lower cost options were considered, the Village tasked Stantec with exploring all possible options to reduce the depth and duration of overland flooding west of Ridge Road. The feasible project alternatives range in cost from \$48 - \$95 million (in 2017 dollars) and provide varying levels of flood protection.

Historically, the Village has funded storm water improvements through a sewer fee tied to water consumption. Due to the estimated cost of the improvements, the Village - a Home Rule community - is exploring and evaluating other sustainable funding mechanisms beyond the existing sewer rate.

Study Goal

Identify other sustainable funding methods to fund future storm water improvement projects in the Village of Wilmette.

Study Objectives

The objectives of this project are to:

1. Identify, compare and contrast the potential funding methods for the Village's future storm water improvement projects; including, but not limited to, changes to the existing sewer rate system, and the creation of a storm water utility.
2. Identify and summarize the policies to be considered, the impact on the Village's residential and commercial bases and potential issues with the implementation of those policies in relation to the existing Village Code for each of the recommended funding methods.
3. Compile study results and present the study report and recommendations to the Village Board.

Scope of Work

1. *Study Planning*
 - a. Prepare and present a summary plan outlining the work to be performed, data necessary to complete the project and the timing of the work to be done (i.e. project timeline).
 - b. Provide a draft or "go-by" of other final deliverables from similar projects to provide the project team with an idea of the general structure, content and level of detail expected to be developed.
2. *Study Work*
 - a. Select and evaluate two (2) to four (4) sustainable and equitable storm water improvement project funding methods.
 - b. Compare the amounts to be paid under the existing sewer rate method to the recommended method(s) using, at a minimum:
 - i. The estimated customer base, in terms of the units defined by the existing rate method;
 - ii. The estimated rate per residential unit; and
 - iii. The estimated rates for non-residential properties by category.
 - c. Identify the feasibility of service area distinctions based on neighborhoods and/or level of flood protection received (i.e. a property owner who does not receive 10-year rain protection pays a different rate). Include data from other municipalities that have implemented such service area distinctions as well

as a recommendation regarding the appropriateness and effectiveness of any such distinctions.

- d. Prepare a revenue analysis for two (2) to three (3) sample residential and commercial areas (for a total of four (4) to six (6) areas) of the Village that provides typical land uses and average impervious areas expected to be found throughout the Village.
- e. Describe how potential credit mechanisms for properties with on-site facilities/pervious surfaces that reduce storm water quantity or improve water quality should also be addressed for each rate method.
- f. Identify the policies to be considered and prepare a brief policy paper for each issue identified with respect to each recommended funding method.
- g. Describe the process and required information needed to re-evaluate the recommended billing and potential credit mechanisms in future years as facilities and/or pervious surfaces are added/removed from properties.
- h. Identify the one-time and recurring people, process and technology costs necessary to effectively implement and operate the recommended funding method(s).

3. *Study Deliverable(s)*

Compile a final feasibility study report. The final report is expected to include, but not be limited to:

- a. The Village's storm water management plan.
- b. A description of the study process.
- c. A summary of the recommended funding method(s).
- d. The expected long-term effectiveness of the recommended funding method(s) on reducing the installation of new impervious services over a 10 year or greater period. Utilize empirical data from other municipalities wherever possible to determine the long-term effectiveness of the funding methods on new impervious surfaces
- e. A preliminary rate analysis and billing options based on the sample residential and commercial areas selected.
- f. An estimate of the one-time and recurring costs associated with the people, process and technology required to implement and operate the recommended funding method(s).

- g. Policies to be considered with respect to recommended funding method(s); including, draft proposed ordinances based on the recommended funding method(s).
- h. All technical memoranda, summaries and detailed supporting data.
- i. A summary of conclusions and recommendations section that addresses the legal, financial and administrative aspects of the recommended project funding method(s).
- j. A marketing plan, implementation plan, timeline and cost estimate to implement the recommended funding method(s).

The Village will review the draft report and revisions will be made as necessary. Following approval of the report by the Village, the Consultant will make a presentation of the study findings to Municipal Services Committee of the Village Board and the Village Board.

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 CONSTULTANT shall also provide the final maps showing existing conditions and the proposed network in a GIS compatible layer.

Available Data

The following data is currently available on the Village's website for your review:

1. Future estimated Village revenue and debt schedules.
2. The Village's current storm water management plan.
3. Summary descriptions of completed storm water improvement projects.
4. Previously completed storm water engineering studies.

The Village's GIS data is currently being updated and the new data is expected to be available in September 2019, and will include Village maps showing land use types and/or zoning, digital orthophotography, and the digital planimetric features (building, driveway, and parking lot outlines).

**INSTRUCTIONS TO CONSULTANTS ON COMPLETING FORMS
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

CONSULTANT 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.

PROPOSAL SUBMISSION FORMS, in this order

<input type="checkbox"/> This Instructions Page
<input type="checkbox"/> Summary PROPOSAL Sheet
<input type="checkbox"/> Qualifications and Experience
<input type="checkbox"/> Reference Sheet
<input type="checkbox"/> Current Village of Wilmette Contracts Sheet
<input type="checkbox"/> Proposal Exceptions Sheet
<input type="checkbox"/> Consultant Acknowledgement and Certification Pages (signed)
<input type="checkbox"/> Certification of Compliance (signed)
<input type="checkbox"/> W-9

SUCCESSFUL CONSULTANT ONLY

The **successful** Consultant 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.

**SUMMARY PROPOSAL SHEET
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

Provide a not-to-exceed cost with this RFP. 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.

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:

1. Approach used to complete the task.
2. Information needed from the Village.
3. Issues to be considered to complete.
4. Staff person(s) who will complete the task.
5. Estimated level of effort in hours broken down by subtasks and each team member's effort.

**QUALIFICATIONS AND EXPERIENCE
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

Qualifications and Experience of Consultant and/or Team

1. All respondents shall describe other contracts (at least five, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past 5 years.
2. The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
3. Indicate commencement dates, duration and type of operation.
4. Consultant may provide links to publicly available deliverables on the web to show examples of work performed.
5. 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.

**REFERENCE SHEET
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

Each Consultant must supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities and/or commercial properties; to contact as references for similar type projects completed in the past three (3) years.

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
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

Do you currently hold any Village contracts?

NO

YES (list below)

**CONSULTANT ACKNOWLEDGMENT AND SIGNATURE
ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

BY SUBMITTING THIS PROPOSAL, CONSULTANT AFFIRMS THAT IT:

1. Has carefully examined the RFP and all other documents referred to or mentioned therein, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein (except those noted on the Proposal Exception sheet); and, has considered and evaluated the factors which may affect cost, progress, performance and completion of the Study or any aspect of the means, methods, techniques, sequences and procedures to be employed and safety precautions incident thereto;
2. Is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the Study;
3. Has studied all reports and drawings, if any, of the physical conditions in or relating to the Village locations; acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for purposes of submitting this Proposal; and, acknowledges that the Village does not assume responsibility for the accuracy or completeness of the information and data; or, for Consultant's interpretation thereof and reliance thereon;
4. 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.
5. Is aware that all information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of the RFP has passed - with the following four exceptions:
 - a. Bona fide trade secrets meeting the requirements of the Uniform Trade Secrets, that have been properly marked, separated, and documented;
 - b. Matters involving individual safety as determined by the State;
 - c. Any company financial information requested by the State to determine vendor responsibility, unless prior written consent has been given by the Proposer; and
 - d. Other constitutional protections.

- 6. Is aware that all drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use of the Village in both digital and hardcopy format. The Consultant does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as 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. It is understood that the documents produced by the Consultant for this project are intended to be publicly available and widely disseminated in both hardcopy and digital format.

Signed and sworn this ___ day of _____, 2018, by a duly authorized agent of the CONSULTANT.

By: _____
(Signature)

(Print Name)

(Title or Position)

Business _____ address:

Business Phone #: _____

E-Mail Address: _____

Subscribed and sworn to before me
this ___ day of _____, 2018

CERTIFICATION OF COMPLIANCE

DESCRIPTION: ALTERNATIVE STORM WATER IMPROVEMENT PROJECT FUNDING METHODS STUDY

_____, 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

10/1. 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.

10/3. 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.

10/4. 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.

10/5. 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.

10/6. 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.

10/7. 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.

10/8. Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

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

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

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

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

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: _____
(Signature)

By: _____
(Print Name)

d/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

APPENDIX ONE
To Be Completed by Successful Consultant Only

DRAFT



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

Contract No. 18110

For:

**ALTERNATIVE STORM WATER IMPROVEMENT
PROJECT FUNDING METHODS STUDY**

With:

**TBD
TBDAddress
TBDCityStateZip**

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

1. The intent of the Agreement is to _____ (“_____”) per the Specification in Attachment One (“Attachment One”) of this document. The Agreement is for the proposal offered by TBD (“Consultant”) to the Village of Wilmette (“Village”).

2. This Addendum is made pursuant to the proposal dated _____, 2018 attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Effective date of Addendum. This Addendum shall be effective as of the date of the Attachment One and is intended to be a part of the Agreement.

5. Total Agreement Amount. The total amount of the Agreement shall not exceed \$ _____, including expenses.

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

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 _____ 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 this Agreement. 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 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.

11. Timing of Work. The Consultant shall begin work upon receipt of a mutually signed contract and a Village of Wilmette Purchase Order signed by the Village’s purchasing manager.

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

13. 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 Agreement 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.

14. No Collusion. The Consultant represents and certifies that this Agreement 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 Agreement, 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 Agreement shall, at the Village’s option, be null and void.

15. 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.

16. Amendment. No amendment or modification to the Agreement 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.

17. Assignment. The Agreement may not be assigned by the Village or by the Consultant 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:
Consultant

TBD
TBDAddress
TBDCityStateZip

Village Manager
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

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

19. Binding Effect. The terms of this Agreement 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 Agreement by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the Village.
21. Waiver. No waiver of any provision of the Agreement shall be deemed to or constitute a waiver of any other provision of the Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.
22. Consultant's Insurance Requirements. At the time of execution of the Contract, Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Purchase Order, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

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

- a. 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. Workers Compensation – covering all liability of the Consultant arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- d. Umbrella Coverage, \$2,000,000 per occurrence.
- 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; and

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.

23. 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.

24. General indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Agreement 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 Agreement, (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 Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement,

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.

25. Agreement Termination: The Village reserves the right to terminate the Agreement 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 Agreement, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this Agreement or failure to make sufficient progress so as to endanger performance of this Agreement 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 Agreement 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.

26. 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 Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.

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

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

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Agreement 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 Agreement. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the Agreement by direct employees of the Consultant.

29. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Agreement 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.

30. Conflict of Forms. In the event of a conflict between the terms in this Addendum and the attachments to this Addendum, the terms of the Addendum shall control.

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

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

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Consultant have hereunto set their hands to this Agreement on the ____ day of _____, 2018.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2018

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 _____, 2018

By

Position/Title

By

Position/Title

Print Company Name

An officer duly authorized should sign and attach corporate seal

ATTACHMENT ONE
Consultants Proposal