REQUEST FOR PROPOSAL (RFP)
PROFESSIONALS SERVICES FOR
PROJECT MANAGEMENT FOR THE VILLAGE'S CROSS CONNECTION CONTROL PROGRAM
Village of Northbrook
Northbrook, Illinois
June 10, 2019

Introduction:

The Village of Northbrook ("***Village***") is requesting proposals for professional consultant services ("***Consultant Services***"), which include, but are not limited to, the implementation and management of a cross connection control program including the formulation of the cross connection control program, revisions to the Village's existing cross control connection standard operating procedure and educational materials that may be distributed to the public and implementation of the cross connection control program including project management.

Respondents must be able to demonstrate previous experience with similar projects as described herein. The submitted Proposal should all the items outlined under the "Required Contents of the Proposal" section included herein.

Background:

The Village owns and maintains a single water utility system that serves roughly 13,000 service connections located in the Village of Northbrook. As part of its on-going maintenance responsibilities, the Village is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency regulations mandating the use of backflow prevention devices to eliminate cross connections. Currently, the Village manages all aspects of this program internally. The Village is seeking a single consultant to develop, implement and provide on-going management of its cross connection control program.

Instructions to Consultants:

Preparation of Proposals

All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. All reimbursable expenses including office supplies and travel expenses shall be included within the **unit or line price for each item.**

Clarifications & RFI's

The Village reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are due. Questions and requests for information must be submitted before noon local time on June 21, 2019 to Erik Jensen, Assistant to the Village Manager at Public Works, at either 847-664-4129 or erik.jensen@northbrook.il.us. The Village will issue a single addendum in response to RFI's on the Village's website at http://www.northbrook.il.us/bids.aspx. It is the consultant's responsibility to check the website for addendum/response to RFI's.

All proposals submitted must acknowledge receipt of all addenda issued by the Village.

Proposal Due Date & Submittal Procedure

Please submit the following items in a single sealed envelope:

- Four (4) bound paper copies of the proposal

- One (1) CD or USB Flash Drive containing the proposal as a single PDF file

Please label the sealed envelope as follows:

Proposal for Professional Services
Project Management for the Village's Cross Connection Control Program
Consultant's full legal name

Sealed proposals will be received until **9:00am local time on July 9, 2019.** Proposals shall be delivered to the Village's Public Works office which is located at:

Village of Northbrook
Attention: Erik Jensen, Assistant to the Village Manager
655 Huehl Road
Northbrook, Illinois 60062.

Proposals received after the time specified above will be returned unopened.

Required Contents of the Proposal:

1. **Firm Experience:**
   Describe relevant experience in overseeing and managing cross connection control programs. In addition, detailed project descriptions of no less than five reference projects shall be included. The project descriptions shall be current, directly related to the scope of work contained herein, and limited to a maximum of one full-page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and e-mail).

2. **Project Team and Team Qualifications**: Provide a Project Team Chart (with resumes) identifying the team's:
   a. Project Manager
   b. Other Relevant Staff
   c. Sub-Consultants

3. **Approach to Project**: Include a comprehensive discussion of the proposed approach to the project and highlight any proposed additional or removed tasks from the Scope of Services. Include discussion and/or examples of call intake and management, record management, the software system to be utilized for managing data and reporting and the notifications to be issued as part of the approach.

4. **References**: Submit a list of no less than five references for which work of a similar nature has been performed in the last three years. Briefly describe the work completed for each reference and a list a primary name with telephone number and e-mail address.

5. **Cost Proposal**: Complete and return the cost proposal sheet attached to this RFP under Appendix C.

Evaluation of Proposals:

The submitted proposals will be reviewed and selected based upon factors in this RFP and including the following:

(1) Experience on similar projects with references (name, title, address, phone, e-mail & fax numbers) within the last three years only;

(2) Firm Information (size, location, history, resources, etc.);

(3) Qualifications (resumes) of personnel assigned to work on the project (project team), organizational chart, etc.;

(4) Ability to meet project deadlines (availability of staff to perform services);

(5) Completeness of project approach (detailed scope of services/tasks, etc.);

(6) Any additional services/tasks not identified in this RFP that the consultant believes will improve the project, reduce costs and time, etc.; and

(7) The Proposer's prior experience working with the Village, if applicable.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and service agreement on final not-to-exceed cost as a means to recommend final selection to the Board of Trustees if necessary.

Freedom of Information Act:
All information submitted to the Village in response to this Request for Proposals shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 *et seq*.) subsequent to the award of the contract. Consultants are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

> Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Consultants desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

Withdrawal of Proposals:
No proposal shall be withdrawn for a period of 45 days after the proposal due date.

Rejection of Proposals:
Proposals that are not prepared in accordance with these Instructions may be rejected. If not rejected, Village may request correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Consultants.

Acceptance of Proposals
Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Consultants.

The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public based on the evaluation factors in this RFP; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Consultants should not rely upon, or anticipate, such waivers in submitting their proposal.

Consultant Services Contract:
The Village uses a standard Contract (with appropriate project description inserts/details) for consultant services, which the successful firm must execute. A copy of the form of Contract is included in Appendix E.

Any requested modifications that the Consultant plans to request to be made to the standard Contract must be noted in the Consultant's Proposal. The Village will take these requests under consideration in the review process. Changes requested after the submission of the proposal will not be considered.

Term:
The term of this Contract is anticipated to be from date of execution through no later than December 31, 2022 unless otherwise terminated as outlined in the Standard Consultant Services Contract.

Appendix:

- Appendix A: Scope of Services
- Appendix B: Tentative Project Schedule
- Appendix C: Cost Proposal Sheet
- Appendix D: Insurance Coverages
- Appendix E: Form of Standard Consultant Services Contract

APPENDIX A
Introduction and Scope of Services

Background:

The Village (the "Owner") owns and maintains a single water utility system that serves roughly 13,000 number of service connections located in the Village of Northbrook. As part of its on-going maintenance responsibilities, Owner is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency regulations mandating the use of backflow prevention devices to eliminate cross connections. Currently, Owner manages all aspects of this program internally, including administration of annual certification intake and survey processes. Owner currently has a roughly 97% compliance for annual certification testing for all known RPZ devices.

Up until 2013, Owner conducted surveys on a regular basis. The last residential survey was completed in that year. In 2018, Owner initiated a new commercial survey using staff resources and achieved a 10% response rate. In order to thoroughly and accurately complete these surveys and meet all regulatory compliance standards, Owner is seeking a single consultant to develop, implement and provide on-going management of its cross connection control program.

The following sections outline the components required for this project.

Description of Component Projects: Below are brief descriptions of the anticipated components of this project. Detailed scopes follow under the "Scope of Services/Tasks" section.

1. **Development of Cross Connection Program**: The development phase of this project shall include two components: (i) creation of educational materials and (ii) development of program implementation documents. Educational materials shall consist of the creation of educational materials for residential and non-residential utility customers in the form of pamphlets, informational letters, and posters. Program implementation materials shall include but not be limited to the drafting of proposed revisions to the Village's existing Cross Connection Standard Operating Procedure as well as inspection forms, surveys, and notifications for annual testing.
2. **Implementation of Cross Connection Program:** The implementation phase of the cross connection control program shall begin after the development phase of the cross connection control program. Implementation of the cross connection control program shall consist of mailed surveys for residential and non-residential properties, on-site inspections of non-residential properties, and on-going maintenance of cross connection control records. **Please note**: Enforcement of the regulations for this program shall be the sole responsibility of Owner; however, Owner may require the Consultant or the Consultant's agents to serve as a witness on the Village's behalf at the Village's Local Adjudication Hearings.

Owner anticipates that the development phase will occur within 60 days of execution of the agreement with implementation extending until the desired program compliance rate is achieved as discussed in the Scope of Work below but in no case later than December 31, 2022.

Scope of Services/Tasks:

The following services/tasks including, but not limited to, the following will need to be performed/provided for each Component Project, unless otherwise designated (if any additional tasks are added by the Proposer, please note as such by either bolding or italicizing under the "Project Approach" section of the submission):

Note: Authorization from Owner in the form of a written notice to proceed will be required before proceeding with each phase or distributing any notifications.

Phase 1: Cross Connection Program Development Phase (to begin immediately after contract execution)

1. **Educational Materials**:
    a. Draft and submit for approval all educational materials related to the State of Illinois' and Village of Northbrook's cross connection control regulations, the Village's specific cross connection control program, backflow prevention devices and potential cross connections. Separate materials shall be drafted for residential and non-residential customers.
    b. Using approved drafted language, create, print or otherwise deliver materials for Village use. Materials shall be developed in multiple digital formats including but not limited to Word files, Powerpoint Presentations, text for website use and Portable Document Files (.PDFs) and in various print formats including but not limited to informational letters, pamphlets and posters at the Village's request.
2. **Program Implementation Materials**:
    a. **Standard Operating Procedure Review:** In partnership with Village staff, review Owner's existing cross connection program standard operating procedure and recommend updates as applicable.
    b. **Program Documents:** Develop and submit for approval all program documents including but not limited to survey forms, on-site inspection records, annual certification notices, confirmation of certification receipt notices, notices of non-compliance and any other miscellaneous documents required for the implementation of the program.

Note: Phase 1 must be completed prior to the beginning of Phase 2 unless otherwise expressly permitted by the Director of Public Works or his/her designee.

Phase 2: Cross Connection Program Implementation Phase

Owner's goal is to achieve 100% regulatory compliance (i.e. 100% of customer accounts have reached full compliance with the program requirements for both surveys and annual certifications) on or before December 31, 2022. However, in recognition of the fact that is may require additional resources above and beyond the Consultant's ability to reach that goal, Owner's goal for the successful Consultant shall be 95% regulatory compliance. In order to facilitate a smooth transition of the management and responsibility of Owner's cross connection control program to the successful Consultant, a multi-phased approach will be used for implementation as outlined below. Each of the items or tasks identified shall be the sole responsibility of the Consultant.

1. **Identification of Contract Manager and Inspection Personnel**: The Consultant shall identify the primary project manager for this project who will serve as the Owner's point of contact and provide

oversight of the Consultant's team. The following minimum requirements shall apply to staff assigned to this project:

a. Manager: The Project Manager shall be certified as an Illinois Cross Connection Control Device Inspector and be also certified as a Cross Connection Control Manager and Survey Inspector by the University of Florida's Training, Research and Education for Environmental Occupations (TREEO) Center or the University of Southern California. The Project Manager shall have at least 10 years of experience in program management.
b. Inspection Staff: All inspection staff shall be certified in Surveys and Inspections by the University of Florida's Training, Research and Education for Environmental Occupations (TREEO) Center or the University of Southern California.

2. **Residential Survey Implementation:**
   a. Introductory Letter: Prior to beginning the residential survey, the Consultant shall provide written notifications via U.S. Mail to all residential water customers. These letters shall include at a minimum information on the individual customer's responsibilities under the Illinois Plumbing Code and IEPA Regulations, the Village's cross connection program and the survey process.
   b. Survey: The Consultant shall prepare, distribute, respond to questions regarding and collect any and all responses to the residential survey. Owner shall provide any and all account information necessary to facilitate the survey. The following requirements shall be imposed on the survey process:
      i. The survey form shall be approved by the Director of Public Works or his/her designee prior to distribution.
      ii. Surveys shall be distributed via U.S. Mail or other approved method. The Consultant shall be solely responsible for the costs for printing and distributing the survey. The survey document shall contain a telephone number to call with questions and a deadline for submittal. The Consultant shall send at least one notice following the deadline to all residential accounts who have not submitted a survey.
      iii. The Consultant shall provide for multiple methods of returning the survey including but not limited to return mailing, e-mail submission and via an electronic form on the Consultant's website.
      iv. The survey shall achieve at least a 40% response rate to be deemed acceptable. If, for whatever reason, a 40% response rate cannot be achieved within 90 days of the initial mailing of the survey, the Consultant shall notify Owner and request permission to proceed with the Visual Survey.
      v. The Consultant shall serve as the primary point of contact regarding this survey and shall be responsible for taking and responding to customer questions regarding the survey.
   c. Visual Surveys: Following completion of the mailed survey or with Owner's written permission, the Consultant shall perform visual surveys of any residential account which either did not respond to the survey or indicated that they do not need a backflow prevention device. These surveys shall be done by the Consultant's Inspection Staff and be focused on identifying where additional devices are required. The following requirements shall be imposed on the site survey process:
      i. Visual surveys shall be done using a staggered system where the Village is divided into seven inspection areas corresponding to Owner's existing plow routes. The Consultant shall complete the visual survey of at least one inspection area per month,

weather permitting. The Visual Survey shall be completed within one year following the completion of the mailed survey or no later than November 30, 2020.

ii. Visual surveys may be completed on foot or by vehicle. If on foot, the survey must be conducted from the sidewalk, parkway or street with each Inspector having identification indicating that they work for the Consultant. Under no circumstances shall Inspection Staff go onto private property.

iii. Each visual survey shall collect the location and number of any previously unknown cross connections.

iv. Within 14 days of each inspection, the Consultant shall provide the property owner with proper written notification of any deficiencies noted and the steps required for the property owner or water customers to correct the deficiency. This notice must include a telephone number to call with questions and a deadline for compliance. The Consultant shall send up to two additional notices: one prior to the compliance deadline and one immediately after the deadline has passed providing a final deadline. If, after the second deadline has passed, the account is either non-compliant or has not established contact, the Consultant shall remit the information to the Village for further enforcement steps.

d. Reporting: The Consultant shall prepare and deliver the following reports:

i. Monthly Mailed Survey Results: During the mailed survey, the Consultant shall provide a report on the first of each month following the beginning of the mailed survey detailing current findings and response rates. This report shall be delivered until the close of the mailed survey.

ii. Monthly Visual Survey Results: During the visual survey, the Consultant shall provide a report on the first of each month following the beginning of the visual survey detailing current findings and any discovered cross connections or devices. This report shall be delivered until the close of the visual survey.

iii. Final Mailed Survey Results: The Consultant shall provide a final report regarding the mailed survey detailing the final response rate and findings. This report shall be delivered no more than 14 days following closure of the survey.

iv. Final Summary Results: The Consultant shall provide a final report regarding and summarizing the results of the total residential survey including the compliance rate and findings. This report shall be delivered no more than 14 days following closure of the Visual survey.

3. **Non-Residential Survey Implementation**:

a. Introductory Letter: Prior to beginning the non-residential survey, the Consultant shall provide written notifications via U.S. Mail to all non-residential water customers. These letters shall include at a minimum information on the individual customer's responsibilities under the Illinois Plumbing Code and IEPA Regulations, the Village's cross connection program and the survey process. Prior to distribution, the Consultant shall submit the letter for approval to the Director of Public Works or his designee.

b. Survey: The Consultant shall prepare, distribute, respond to questions regarding and collect any and all responses to the non-residential survey. The Village shall provide any and all account information necessary to facilitate the survey. The following requirements shall be imposed on the survey process:

i. The survey form shall be approved by the Director of Public Works or his/her designee prior to distribution.

ii. Surveys shall be distributed via U.S. Mail. The Consultant shall be solely responsible for the costs for printing and distributing the survey. The survey document shall contain a telephone number to call with questions and a deadline for submittal. The Consultant shall send at least one notice following the deadline to all non-residential accounts who have not submitted a survey.

iii. The Consultant shall provide for multiple methods of returning the survey including but not limited to return mailing, e-mail submission and via an electronic form on the Consultant's website.

iv. The survey shall achieve at least a 40% response rate to be deemed acceptable. If, for whatever reason, a 40% response rate cannot be achieved within 90 days of the initial mailing of the survey, the Consultant shall notify Owner and request permission to proceed with the Site Surveys.

v. The Consultant shall serve as the primary point of contact regarding this survey and shall be responsible for taking and responding to customer questions regarding the survey.

c. Site Surveys: Following completion of the mailed survey or with Owner's written permission, the Consultant shall perform site surveys of each individual non-residential account that has not responded to the survey. These surveys shall be done by the Consultant's Inspection Staff and be focused on verifying any and all existing information on the backflow devices utilized by each account, documenting any unknown devices and identifying where additional devices are required. For the purposes of this survey, Owner's intent is only to identify and document the cross connection devices utilized on the customer's service lines (i.e. only the direct connections to Owner's distribution system) and not each internal backflow device that may be otherwise required in an individual plumbing system by State regulations. The following requirements shall be imposed on the site survey process:

i. The Consultant shall be responsible for all notifications and scheduling of inspections.

ii. The initial site survey shall be completed within two years of the completion of the initial mailed survey but in no case later than December 31, 2022.

iii. Each site survey shall collect the following information:

1. The manufacturer, serial number, model number, size, service type (lawn irrigation, fire suppression, etc), installation location and last test date (if available) for each existing backflow device.
2. The location and type of all known and potential cross connections. Digital photographs will be required as "back-up" for each cross connection. The Inspector shall clearly identify each cross connection where, in his or her professional opinion, a backflow device is warranted but does not currently exist. An individual report shall be filed for each connection that requires a backflow device.
3. A listing of any irregularities noted in each account's plumbing systems (i.e. illegal connections prior to the water meter, etc.).

iv. Within 14 days of each inspection, the Consultant shall provide the account's contact with proper written notification of any deficiencies noted and the steps required for the property owner or water customer to correct the deficiency. This notice must include a telephone number to call with questions and a deadline for compliance. The Consultant shall send up to two additional notices: one prior to the compliance deadline and one immediately after the deadline has passed providing a final deadline. If, after the second deadline has passed, the account is either non-compliant or has not

established contact, the Consultant shall remit the information to the Village for further enforcement steps.

d. Reporting: The Consultant shall prepare and deliver the following reports:
    i. Monthly Mailed Survey Results: The Consultant shall provide a report on the first of each month following the beginning of the mailed survey detailing current findings and response rates. This report shall be delivered monthly until the close of the mailed survey.
    ii. Final Mailed Survey Results: The Consultant shall provide a final report regarding the mailed survey detailing the final response rate and findings. This report shall be delivered no more than 14 days following closure of the survey.
    iii. Monthly Site Survey Results: The Consultant shall provide a report on the first of each month listing the surveys completed during the preceding month with findings and those scheduled for the coming month as of the time the report is generated. This will be done to ensure that inspections are being evenly distributed throughout the site survey period.
    iv. Final Summary Results: The Consultant shall provide a final report regarding and summarizing the results of the total non-residential survey including the compliance rate and findings. This report shall be delivered no more than 14 days following closure of the On-Site survey.

4. **Backflow Device Annual Certification Management**: Beginning on or around November 1, 2019, the Consultant shall be responsible for managing and maintaining all records associated with the annual submission of backflow device testing certifications. Upon assumption of these duties, the Consultant shall be responsible for the collection and processing of certifications and the all program notifications as outlined below:
    a. Annual Notification Schedule: The following annual schedule of notifications shall be utilized for the purposes of this program component:
        i. On or before April 1: The Consultant shall mail a notice and informational mailing regarding the annual certification requirements to all residential and non-residential properties for which a backflow prevention device is on file but no annual certification has yet been received. This mailing shall cover topics such as what cross connections are, where backflow devices are required and what the responsibilities of the property owner are under state and local regulations. The notice shall also state that all submissions are due no later than August 31.
        ii. On or Immediately After August 31: The Consultant shall mail all residential and non-residential properties for which a backflow prevention device is on file but no annual certification has been received a notice that their annual certification has not been received. The notice shall explain the steps the property owner or water customer must take to have the device certified; provide a telephone number to call and a deadline to comply. If compliance is not reached by the specified deadline, the Consultant shall refer the case to Owner for enforcement.
    b. Notification of Rejection of Annual Certification: If the Consultant must reject an annual certification for any reason, the Consultant shall notify the tester either in writing or verbally (a written record of the conversation must be maintained). The Consultant shall also notify the individual customer in writing in the event an invalid report is not addressed promptly by the tester.

5. **Cross Connection Control Program Records Management Implementation:** The Consultant shall be responsible for managing and maintaining all records associated with the cross connection control program. Specifically, the Consultant shall be responsible for receiving and tracking all certifications of backflow prevention devices as well as all survey results. All of these documents shall be deemed to be the property of Owner and shall be furnished to the Owner upon request. Documents shall be maintained in an electronic format approved by Owner for the duration of the contract and shall be immediately returned to Owner following conclusion of contract. The list of records to be maintained shall include but not be limited to the following:
    a. The results of any and all surveys, including survey responses or on-site/visual inspections.
    b. The name and location of each pre-existing or discovered cross connection and the recommended corrective actions for such as a result of the surveys.
    c. The compliance results for each pre-existing or discovered cross connection device as well as the following information for each device:
        i. Owner name, address, contact information (including telephone number, e-mail, etc.) and location within owner's property
        ii. Type of assembly
        iii. Serial Number
        iv. Purpose of cross connection device protects (irrigation, fire suppression, etc.)
    d. The actual test results for each backflow prevention device following formal assumption of the responsibilities for collecting certifications as well as the following information regarding testing:
        i. Any and all repairs made and the date completed for each backflow prevention device.
        ii. The name and address of the person and/or firm that performed the repair/certification services.
        iii. The repairer's or tester's license credentials
        iv. The repairer's or tester's state registration
        v. The test gauge serial number and calibration dates (to ensure equipment has been calibrated within prior 12 months)
        vi. An electronic copy of the repairer's or tester's submittal

<u>Miscellaneous Provisions</u>:

1. **Annual and Monthly Reporting**: In addition to the reporting required as part of the surveys, the Consultant shall furnish the following reports to Owner:
    a. Annual Report: On or about January 5 of each year of the program, the Consultant shall provide the Public Works Director with a detailed report of the actions taken by the Consultant over the prior calendar year and status of the program. The topics to be included in the report include the following:
        i. Total compliance rate
        ii. Number of certification reports received
        iii. Total number of known cross connections
        iv. Number of inspections/site surveys completed
        v. Notice of notices of certifications sent out
        vi. Number of accounts past due
        vii. Number of recommendations made to the Water Division for action

b. Monthly Reports: On or about the 5th of each month, the Consultant shall provide the Public Works Director with the previous month's performance indicators. The indicators shall include but not be limited to:
   i. Number of certification reports received
   ii. Number of inspections/site surveys completed
   iii. Number of accounts past due
   iv. Number of recommendations made to the Water Division for action

2. **Inspection Staff Identification**: Any and all Inspection Staff tasked with completing on-site or visual surveys shall be properly identified with proper photo identification and have an introductory letter on Village letterhead explaining their presence.
3. **Responsibility for Damage**: The Consultant shall solely be responsible for any damage to plumbing or appurtenances resulting from inspection if it determined that said damage was a result of the Consultant's workmanship or negligence.
4. **Software, Database and Record Management**: Owner will provide the Consultant with any relevant data in its possession to accomplish the tasks set forth in this Scope of Services. At the point of transfer, the Consultant shall be responsible for any and all maintenance of the data. The Consultant shall ensure that the applicable software or database is updated in a timely manner and shall furnish and all reports or data requested by Owner, the Illinois Environmental Protection Agency or Illinois Department of Natural Resources.
5. **Enforcement Authority**: Owner explicitly does not delegate the authority to enforce State of Illinois Statutes or Owner Ordinances. All enforcement authority shall remain with Owner unless specifically delegated by the Director of Public Works in written form.
6. **Freedom of Information Act Requests**: As a Consultant to the Village, the Consultant may be required to supply the Village with records it is maintaining on the Village's half. These records shall be provided in a timely fashion such that the Village can meet the statutory timelines of the Freedom of Information Act.
7. **Independence**: The Consultant shall be required to disclose any and all subsidiaries or other business entities that the Consultant has a relationship with that does work associated with the scope of work outlined in this RFP and the subsequent Consultant Services Contract.

Project Schedule:

It is the intent to begin the Project immediately upon execution of a Contract with the chosen consultant. The Village's intent is to have approval from Village Board on August 27, 2019. Below is a tentative schedule of events for the development and implementation of the cross connection control program. A visual representation can be found attached under Appendix C.

Key Dates:

Program Tasks		
	Task	**Date**
1	Deadline for RFI Submittals	June 21, 2019 at Noon
2	Proposals Due	July 9, 2019 at 10 a.m.
3	Contract Award	August 27, 2019 (tentative)
4	Program Implementation Meeting	September

5	Complete draft cross connection control educational/ information materials	September 2019
6	Complete SOP revisions	September/October 2019
7	Residential Survey Introductory Letter Mailed	October 1, 2019
8	Mailed Survey – draft letter approved by Public Works Director	October 15, 2019
9	Assumption of Annual Certification Management Responsibilities	November 1, 2019
10	Mailed Survey - Residential Survey Begins	November 1, 2019
11	Residential Survey Concludes; Visual Survey Begins	February 1, 2020 (tentative)
12	Mailed Residential Survey Final Report Due	February 14, 2020 (or earlier)
13	Residential Visual Survey Concludes	November 2020
14	Non-Residential Survey Introductory Letter Mailed	November 1, 2020
15	Mailed Survey – draft letter approved by Public Works	November 15, 2020
16	Mailed Survey - Non-Residential Survey Begins	December 1, 2020
17	Non-Residential Survey Concludes; On-Site Survey Begins	March 1, 2021
18	Non-Residential On-Site Survey Concludes	December 2022
On-Going Tasks		
1	First Certification Informational Mailing/Notice	On or before April 1
2	Second Notice	On or before June 15
3	Final Notice	On or immediately after August 31
4	Annual Report	January 5
5	Monthly Report	5th day of each month
6	Owner provides updated number of connections	December 1

APPENDIX B
Tentative Schedule

Tentative Cross Connection Program Schedule

Program Component	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Contract Execution																																									
Program Development																																									
Annual Certification Management																																									
Residential Mailed Survey																																									
Residential Visual Surveys																																									
Non-Residential Mailed Survey																																									
Non-Residential On-Site Surveys																																									
Reports						Annual	Survey										Survey	Annual		Survey										Annual											

Program On-Going

Survey Introductory Letter

Annual Certification Notice

Certification Due

Major Report Due

APPENDIX C
SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Item		Estimated Quantity	Unit of Measurement	Unit Price	Extended Price
Total Program Costs					
1.	Program Development	1	Lump Sump		
2.	Program Implementation – Residential	12,183	Service Connections		
3.	Program Implementation – Non-Residential	814	Service Connections		
4.	Total				
Annual Costs					
5.	Annual Certification Submittal Costs (Cost Per Backflow Device to be paid by either Owner or Tester)	4,506	Per Device		
6.	Total				

Note to Bidders: On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in this Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Owner reserves the right to increase or decrease such quantities, and Bidder understands and agrees that payment for each Unit Price Item shall be made only on the actual number of acceptable units of Unit Price Item in compliance with the final Contract. The Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed.

APPENDIX D
INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$1,000,000 injury-per occurrence

$500,000 disease-per employee

$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies
None anticipated	

APPENDIX E:
FORM OF STANDARD CONSULTANT SERVICES CONTRACT

[TO BE EXECUTED WITH SELECTED CONSULTANT AT A LATER DATE]

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

SELECTED CONSULTANT

FOR

XXXXXXXXXXXXXXXXX

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

SELECTED CONSULTANT

ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR

XXXXXXXXXXXXXXXXXXXXXXXX

TABLE OF CONTENTS

		Page
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates	1
1.3	Required Submittals	2
1.4	Review and Incorporation of Contract Provisions	2
1.5	Financial and Technical Ability to Perform	2
1.6	Time	2
1.7	Consultant's Personnel and Subcontractors	2
1.8	Owner's Responsibilities	3
1.9	Owner's Right to Terminate or Suspend Services for Convenience	4
ARTICLE II	CHANGES AND DELAYS	4
2.1	Changes	4
2.2	Delays	4
2.3	No Constructive Change Orders	4
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES	5
3.1	Standard of Care	5
3.2	Corrections	5
3.3	Risk of Loss	5
ARTICLE IV	FINANCIAL ASSURANCES	6
4.1	Insurance	6
4.2	Indemnification	6
ARTICLE V	PAYMENT	6

5.1	Contract Price	6
5.2	Taxes, Benefits and Royalties	6
5.3	Progress Payments	7
5.4	Final Acceptance and Final Payment	7
5.5	Deductions	7
5.6	Accounting	8
ARTICLE VI	REMEDIES	8
6.1	Owner's Remedies	8
6.2	Terminations and Suspensions Deemed for Convenience	9
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	9
7.1	Binding Effect	9
7.2	Relationship of the Parties	9
7.3	No Collusion	9
7.4	Assignment	9
7.5	Confidential Information	10
7.6	No Waiver	10
7.7	No Third Party Beneficiaries	10
7.8	Notices	10
7.9	Governing Laws	11
7.10	Changes in Laws	11
7.11	Compliance with Laws and Grants	11
7.12	Documents	11
7.13	Time	12
7.14	Severability	12
7.15	Entire Agreement	12
7.16	Amendments	12

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

ATTACHMENT C - Schedule

ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

SELECTED CONSULTANT

ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and _____ an _____ corporation ("Consultant"), make this Contract as of the ____ day of _____, 2015, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion

dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the

resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall,

pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Consultant's Responsibilities.

A. Standard of Care. Consultant agrees that the Services and all components thereof shall conform to the requirements of this Contract; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract; shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized consulting firms performing services of a similar nature in existence at the time of performance of the Services; and the Services shall free from defects and flaws in design consistent with such standards of professional practice, care and diligence. The standards and obligations contained herein shall be in addition to any other requirements expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care.

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet the standard of care. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. **Such policies shall be in a form acceptable to Owner and from companies with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.** Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the standard of care pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI
REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Northbrook
Public Works Center
655 Huehl Road
Northbrook, Illinois 60062
Attention:

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:	**VILLAGE OF NORTHBROOK:**
By: _____	By: _____
Title: Village Clerk	Title: Village Manager
Attest/Witness:	**SELECTED CONSULTANT:**
By: _____	By: _____
Its:	Its:

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project Description**:

XXXXXXXXXXXXXXXXXXXX (***"Project"***).

2. **Approvals and Authorizations**:

Consultant shall obtain any required approvals and authorizations listed in the Scope of Services in Attachment B.

3. **Commencement Date**:

The date of execution of the Contract by Owner.

4. **Completion Date**:

Completion of Final Plans by XXXXXXXXXXXX. The actual start date and completion dates for construction will depend upon available funding and may be further extended, if authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages**:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$1,000,000 injury-per occurrence

$500,000 disease-per employee

$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

General Aggregate: $2,000,000 Bodily Injury and Property Damage Combined Single Limit for this Project.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured and a Cancellation Notice recipient on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: The Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies

All additional public or private property owners as needed on all policies with the exception of Worker's Compensation and Professional Liability.

6. **Contract Price**:

SCHEDULE OF PRICES:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

$XXX,XXX.XX

7. **Payments**:

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto and referenced as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

ATTACHMENT B

SCOPE OF SERVICES

XXXXXXXXXXXXXXXXXXXXXXX

ATTACHMENT C

SCHEDULE

XXXXXXXXXXXXXXXXXXXXXXX

.

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel Contact Information:

Name/Project Function:	Telephone:	E-Mail: