



## REQUEST FOR PROPOSALS

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<b>Requesting:</b>	Proposals(s) For Tree Inventory and Urban Forestry Management Plan
<b>Issue Date:</b>	July 21, 2023
<b>Last Date for Questions:</b>	Tuesday, August 1, 2023 9:00 a.m.
<b>Addendum Posted:</b>	Thursday, August 3, 2023, 12:00 p.m.
<b>Proposals Due:</b>	Tuesday, August 8, 2023, 10:00 a.m.
<b>Submission link:</b>	<a href="http://www.demandstar.com">www.demandstar.com</a>

All questions concerning this solicitation shall be submitted via e-mail to the project contact before the date stated above. A written response in the form of a public addendum will be published on the Village of Oswego and DemandStar websites by the said date above.

Contact with anyone other than the Deputy Village Administrator for matters related to this solicitation during the solicitation process is prohibited.

**Contact for this proposal:**

Christina Burns, Deputy Village Administrator, in writing at [cburns@oswegoil.org](mailto:cburns@oswegoil.org).

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## LEGAL NOTICE

### REQUEST FOR PROPOSALS: TREE INVENTORY AND URBAN FORESTRY MANAGEMENT PLAN

The Village of Oswego will be accepting proposals for a Tree Inventory and Urban Forestry Management Plan until Tuesday, August 8, 2023, at 10:00 AM local time. Proposals will be virtually opened and read aloud publicly on the same day and time by going to [bids.oswegoil.org](https://bids.oswegoil.org).

Project Title: Tree Inventory and Urban Forestry Management Plan  
Proposal No. 23-6040-24

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal [www.demandstar.com](http://www.demandstar.com). Downloading documents and submitting proposals requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Instructions for DemandStar can be found on the Village's website [www.oswegoil.org](http://www.oswegoil.org). Hard copy emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their proposals 24 hours prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to [cburns@oswegoil.org](mailto:cburns@oswegoil.org). All answers to questions related to technical issues with DemandStar, will be provided within one business day.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to [CBurns@oswegoil.org](mailto:CBurns@oswegoil.org) until August 1, 2023, at 9 a.m. local time. Responses will be posted in DemandStar by August 3, 2023, at 12 p.m. local time.

## **B. PROJECT SPECIFICATIONS**

### **1. Introduction**

The Village of Oswego is seeking proposals from qualified vendors for a Tree Inventory and Urban Forestry Management Plan. The selected firm will conduct a comprehensive inventory of the Village's street trees on parkways and managed areas of Village-owned properties. A tree count of 18,000 is estimated from past inventory. The selected firm will also create an Urban Forestry Management Plan for the Village of Oswego.

### **2. Background**

Part of the Village's strategic plan is to create a 20-year all asset plan and funding strategy, which includes the Village's estimated 18,000 public trees. A tree inventory will help the Village catalogue and document all of the Village's public tree population, provide a better understanding of the condition of Village's trees, and improve the long term management and growth of the tree population. The tree inventory will include information such as GPS coordinates, street address, land use, growing space, species, DBH, single or multi-stem designation, condition rating and risk assessment, and general comments or notes about each Village tree. Of particular concern is the ability to identify and prioritize hazardous trees for removal, most notably Callery pear trees. The inventory is intended to also identify smaller-scale health problems in order to take more proactive measures to improve the overall health of the Village's urban forest in the most cost effective way possible.

The Urban Forestry Management Plan is intended to provide staff with guidance on how to proceed with the information presented in the inventory, including but not limited to a prioritized list of planting locations (both new plantings and removals) and a cyclical pruning schedule and map. The management plan will also allow for a more coordinated attempt at improving tree diversity within the Village, as the plan will outline a list of preferred species and species that should not be planted.

The Tree Inventory and UFMP is being conducted in part with the support of The Morton Arboretum, The Illinois Department of Natural Resources and the USDA Forestry Service.

### **3. Scope of Services**

#### **a. Tree Inventory**

The contractor shall conduct a comprehensive inventory of all street trees on parkways and managed areas of Village owned properties. This tree count of 18,000 is estimated from past inventory data taken in 2012. The following data shall be collected for each tree:

- GPS location
- Street address
- Relative location

- Species (common and Latin name)
- Size (DBH)
- Condition rating
- Risk level
- Arborist maintenance recommendation
- Comments

The GPS tree data is required to be in ESRI's GIS data format, i.e.: Shapefile or Geodatabase (.gdb) format and must be able to be downloaded in an Excel file. The data will conform to the Village's GIS schema. The Village will allow additional attributes to be collected beyond what is required within the schema. No proprietary software or tree inventory specific software will be accepted. The data will be collected and housed within the Village's GIS environment.

All data collectors must be ISA Certified Arborists. No interns, volunteers, or apprentices may be involved with the data collection on this project.

#### **b. UFMP**

An Urban Forestry Management Plan will be provided and include the following components based on the information gathered from the inventory:

1. Short- and long-term urban forest goals 2023-2033
2. Recommended and prioritized urban forest management action items, based on a tree inventory. (i.e., prioritized planting locations, a cyclical pruning schedule, etc.)
3. Specifications for planting, pruning, removals, and construction protection
4. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consultants
5. Material and budget projections and considerations
6. A program for education and outreach for residents

The UFMP shall be submitted in a Word document format so that it can be readily updated in future years.

#### **c. PROJECT IMPLEMENTATION AND EDUCATION**

- Before the project begins, the contractor shall meet with the Department of Public Works to outline project goals and plans specific to the community.
- Immediately after the inventory is complete, the contractor shall provide a minimum of three hours of technical assistance to ensure that the Village staff understand how to use the inventory effectively.

#### **d. SPECIAL CONDITIONS**

- The Contractor must have prior municipal experience in tree inventory data collection and analysis and must have worked for at least three municipalities in the last five

- years. These municipalities should be included as references in the bid packet.
- All data collection must be accomplished by Illinois ISA Certified Arborists (IL Certification Number) with local knowledge of Illinois tree species and five years of experience. The Contractor shall have at least one Tree Risk Assessment Qualified, Certified Arborist as designated by the International Society of Arboriculture on the team. The Contractor shall submit proof of certifications with their proposal.
  - No subcontractors will be allowed to work on this project. A list of degrees, Certifications or other documentation must be submitted by the Contractor and the Contractor's onsite representative as competent data collection experts. The low bidder shall be required to submit evidence of past experience and required certifications prior to contract approval.
  - All work shall be completed by February 1, 2024.

#### **4. Proposal Format and Content**

Proposals should be brief and concise, yet with sufficient detail to allow for a thorough evaluation. Unnecessary promotional material will only detract from the overall presentation. Firms should clearly define and separate the different aspects of their proposal. Each proposal shall include as a minimum the following information in this format:

- A. Names and address of the firm's local office and primary contact person.
- B. Resumes of key and support staff, including specific designations as noted in the Special Conditions in section 3(d) above.
- C. A summary of the firm's experience with similar projects in similarly situated suburban environments within the last three years.
- D. Description of the firm's ability to accomplish the full scope of services within the required time frame.
- E. Name and contact information for at least three references as noted in section 3(d) above.
- F. Any limitation on the project time frame or schedule, for example prior commitments that would delay start of the project to a later date.
- G. Any exceptions to the Professional Services Agreement as outlined within this RFP.

#### **5. Consultant Evaluation**

Proposals will be evaluated based on the following criteria:

- A. Capability and experience on comparable projects.
- B. Previous similar municipal inspection services.
- C. Proposed cost.
- D. Reference checks.
- E. Interviews: The Village reserves the rights to conduct interviews with all or some of the proposers at any point during the evaluation process. In the event interviews are conducted, information provided shall be taken into consideration when evaluating proposals.

## **F. GENERAL CONDITIONS**

These General Conditions apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the Vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

### **1. Submittal of Proposal**

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted electronically. Downloading the required documents and submitting proposals requires registration with “DemandStar,” the Village’s service provider. If you are not already a member, the Vendor can obtain a free agency subscription to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to [cburns@oswegoil.org](mailto:cburns@oswegoil.org). All answers will be provided within 24 hours regarding technical issues within DemandStar.

All proposals must include the following documents:

- A) Proposal Cost Sheet
- B) References
- C) Vendor Proposal Agreement

### **2. Examination of Forms, Specifications, and Site**

The Vendor shall carefully examine the proposal forms which may include the request for proposal, instruction to bidders, general conditions, special conditions, plans, specifications, proposal form, bond, professional service agreement, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Vendor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Vendor will examine the site and the premises and satisfy themselves as to the existing conditions under which the Vendor will be obligated to operate. Failure of the Vendor to notify the Village, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Vendor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Vendor will be responsible for all errors in its proposal resulting from his failure or

neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

### **3. Work Schedule**

The Vendor agrees to the work schedule and response time frames outlined in the Scope of Work. All work shall be completed by February 1, 2024. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

The typical work schedule shall be Monday through Friday. The Village observes the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

### **4. Equipment**

All Equipment required to perform the contract is the sole responsibility of the Vendor, including vehicles, computers, GPS equipment, cellular phones, PPE and typical office equipment.

### **5. Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Vendor, his employees or agents, the Vendor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Vendor to promptly restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Vendor under the Contract; or the Director of Public Works may deduct from any monies due to the Vendor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

### **6. Traffic Control and Public Safety**

The Vendor shall provide adequate barricades, flagmen, signs and/or warning devices during the performance of the Project and when working on arterial streets to protect workers, pedestrians and motorists consistent with Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations of the State of Illinois Department of Transportation Manual on



Uniform Traffic Control Devices, adopted 1994. All Equipment used and all work to be performed must be in full Compliance with ANSI Z-133.1 (1994) American National Standard for Tree Care Operations.

- A. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- B. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- C. The Vendor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.
- D. Work can be completed during daylight hours.

## **7. Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Vendor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Vendor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

## **8. Additional Information Request**

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Christina Burns, Deputy Village Administrator, at [cburns@oswegoil.org](mailto:cburns@oswegoil.org). Answers will be provided in writing to all potential Vendors; No oral comments will be made to any Vendor as to the meaning of the Proposal and Specifications or other contract documents. Vendors will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Vendor should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Vendor or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other contract documents. Before the proposals are opened, all modifications or additions to the Proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website and in DemandStar. In the event of a conflict with the original contract documents,

addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Vendor shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Vendor to include a signed formal Addendum in its Proposal quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

## **9. Conditions**

The Vendor is responsible for being familiar with all conditions, instructions, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Vendor from the performance of the duties and obligations imposed under the terms of this contract. The Vendor acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. The Village shall reserve the right to add or to deduct from the Alternate Proposal any item at the prices indicated in the itemization of the Proposal.
- C. All Proposals shall be good for thirty (30) days from the date of the Proposal opening.
- D. Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages.

## **10. Award of Proposal**

The Village reserves the right to reject any or all proposals or packages and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the organization.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work.
- B. All awards made are final determinations.
- C. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- D. The Village will consider the following:
  - Ability, capacity, and skill to fulfill the contract as specified.
  - Ability to supply the services promptly, or within the time specified, without delay or interference.
  - Character, integrity, reputation, judgment, experience, and efficiency.
  - Quality of performance on previous contracts.
  - Previous and existing compliance with laws and ordinances relating to the contract.
  - Sufficiency of financial resources.

- Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- Number and scope of conditions attached to the Proposal /proposal.
- Record of payments for taxes, licenses or other monies due to the Village.
- Proposed costs

## **11. Rejection of Proposals**

- A. The Village reserves the right to cancel requests for proposals without penalty when it is in the best interest of the Village.
- B. The Village reserves the right to reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Vendor and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Village in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

## **12. Equal Opportunity**

The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

## **13. Non-Discrimination**

The Vendor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **14. Execution of Documents**

The Vendor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
- B. Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.

- C. Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- D. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
- E. Proposals received from any listed Vendor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Vendor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the Village may, but is not required to, consider such proposals, quotations, or offers.

**H. PROPOSAL COST SHEET**

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

**TOTAL COST:**

<b>Service</b>	<b>Total Cost</b>
<b>Tree inventory</b>	
<b>Urban Forestry Management Plan</b>	
<b>Total Project Cost</b>	



**I. REFERENCES**

Enter below current business references for whom you have performed work similar to that required by this proposal.

**Reference No. 1**

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*Business Name*

---

*Address* *Village, State, Zip Code*

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*Contact Person* *Telephone Number*

---

*Dates of Service* *Nature of Work*

**Reference No. 2**

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*Business Name*

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*Address* *Village, State, Zip Code*

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*Contact Person* *Telephone Number*

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*Dates of Service* *Nature of Work*

**Reference No. 3**

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*Business Name*

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*Address* *Village, State, Zip Code*

---

*Contact Person* *Telephone Number*

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*Dates of Service* *Nature of Work*

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT Tree Inventory and Urban Forestry Management Plan

This professional services agreement (this “Agreement”) is made this \_\_\_\_\_, 2023, between and shall be binding upon the Village of Oswego, Kendall, and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the “Village” and \_\_\_\_\_, hereinafter referred to as the “Firm” and its successors.

The Firm has been engaged to perform certain professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Firm shall not be considered to be the agent of the Village. The Firm shall render government affairs services in accordance with generally accepted and currently recognized practices and principles. The Firm shall strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. Each party shall designate one person to act with authority on its behalf. The person designated shall review and respond promptly to communications received from the other party.

Witnessed, that in consideration of the mutual promises of the parties, the Firm and the Village agree as follows:

#### **I. SCOPE OF SERVICES**

The Firm agrees to perform the following services, and the Village agrees to pay for the following services: Tree Inventory and Urban Forestry Management Plan, as outlined in the Request for Proposals attached hereto and incorporated herein as Exhibit A.

#### **FEE FOR SERVICES**

The Village and firm agree to a total project cost of \_\_\_\_\_.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

The Firm shall comply all required Personal Protective Equipment (PPE) for field employees, including safety vest, traffic control devices as needed, hard hats and other required PPE as conditions warrant.

#### **III. SUPERVISION OF WORK OF OTHERS**

The Firm shall not at any time supervise, direct, or have control over any other firm’s or contractor’s work, nor shall the Firm have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any other firm or contractor, nor for safety precautions or programs used in connection with another firm's or contractor's work, nor for any failure of any other firm or contractor to comply with laws and regulations applicable to another firm's work. The Firm neither guarantees the performance of any other firm or contractor nor assumes responsibility for any other firm's or contractor's failure to furnish and/or perform its work. The Firm shall have no authority to stop any other firm's or

contractor's work, but will advise the Village of work that is not in conformance with the approved plans and specifications.

**IV. DELIVERY AND REUSE OF DOCUMENTS**

All drawings, specifications, reports, and any other project documents prepared by the Firm in connection with any or all of the services furnished hereunder shall be delivered to the Village for the express use of the Village in the formats specified in the Request for Proposals.

**V. SUBLETTING OF CONTRACT**

The Firm shall not sub-let any portion of the services.

**VI. AGREEMENT AMOUNT AND PRICES**

For the Firm's services described in the Request for Proposals, the Village agrees to pay and the Firm agree to accept payments which are the subject matter of this Agreement in accordance with the General Provisions and the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) (the "Act").

Unless specifically agreed to by the Village, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; computer or software charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the Firm.

**VII. INVOICING AND PAYMENT**

The Firm shall submit invoices electronically. Invoices for inspection services will cover the services performed from the first of each month to the end of that specific month. Only one invoice for inspection services shall be submitted per month. Invoices for plan review services will be billed on a per-project basis. Statements shall include a detailed breakdown of all charges incurred.

**VIII. CHANGES**

The Village reserves the right, by written amendment, to make changes to the requirements, amount of services, or time schedule. The Firm and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

**IX. SUSPENSION OF SERVICES**

The Village may, at any time by written order to the Firm, require the Firm to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Firm shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The Firm shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of the notice of suspension.

**X. TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of any agreement awarded, upon ten (10) calendar days written notice to the Firm. The Village further reserves the right to cancel the whole or any part of this Agreement if the Firm fails to perform any of the provisions in this



Agreement or fails to make delivery within the time stated. The Firm will not be liable to perform if situations arise by reason of force majeure, as set forth below.

Upon such termination, the Firm shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been requested by the Village. Upon receipt of the termination notice the Firm shall stop all services until said Agreement is reached.

## **XI. INSURANCE**

The Firm shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of services under this Agreement as follows:

A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Firm shall be at least as broad as the following:

i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:

1. Shall name the Village and its elected and appointed officials, officers, agents, employees and volunteers as additional insureds in accordance with the obligations and conditions set forth below.
2. Blanket contractual liability coverage.
3. Broad form property damage coverage.
4. Personal injury coverage.
5. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
6. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Firm's or sub-contractor's policy.

ii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the laws of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to a policy minimum limit of \$1,000,000 per annum.

iii. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.

B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its

officials, employees, agents, and volunteers; or (2) the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

C. Firm's Obligations - The Firm shall have the following obligations with regard to required insurance under this Agreement:

- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its elected or appointed officials, officers, employees, agents and volunteers are to be named additional insureds under the Firm's Commercial General liability and Automobile liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Firm. All additional insured coverage shall be for both ongoing and completed operations.
- ii. The Firm shall provide evidence of the required insurance coverages under this Agreement by providing a copy of applicable endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Firm shall provide that coverages under the policies named shall not be canceled without at least thirty (30) days prior written notice given to the Village, with a ten (10) day exception for non-payment of a premium.
- iii. The Firm shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder. The Firm's Commercial General Liability and Automobile Liability policies shall be Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. The Firm shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the services provided by the Firm against the Village or other Additional Insured except where not permissible by law.
- iv. All insurance required of any sub-contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. The sub-contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the sub-contractor against the Village or other Additional Insured except where not permissible by law.
- v. The Firm shall require that every sub-contractor of any tier providing services associated with this Agreement to obtain insurance of the same types and amounts as that required of Firm, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Firm's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission including, but not limited to:

1. Allowing services by the Firm or any sub-contractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
  2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vii. The Firm agrees that the obligation to provide insurance is solely the responsibility of the Firm and the sub-contractor of any tier and cannot be waived by any act or omission of the Village.
  - viii. The purchase of insurance by the Firm under this Agreement shall not be deemed to limit the liability of the Firm in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Firm.
  - ix. The Firm shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Firm.
  - x. The Firm further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Firm's contractual liability hereunder and to indemnify the Village and its elected and appointed officials, officers, employees, agents and volunteers against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.
  - xi. All insurance shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

## **XII. INDEMNIFICATION**

With respect to liability arising from the services provided under this Agreement, to the fullest extent permitted by Illinois law, the Firm shall indemnify, defend, and hold the Village, its elected and appointed officials, officers, employees, agents, volunteers, insurers and attorneys harmless from and against any and all claims, damages, losses, liabilities, obligations, disputes, , causes of action, lawsuits, injury, and costs and expenses including but not limited to reasonable attorneys' fees, arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Firm, anyone directly or indirectly employed by Firm, any sub-contractors of the Firm or anyone for whose acts the Firm is legally liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

## **XIII. FORCE MAJEURE**

Whenever a period of time is provided for in this Agreement or the Request for Proposals for the Firm or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part

of any governmental authority other than the Village or the Firm, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the Firm's compensation and schedule shall be equitably adjusted. Provided, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, along with an estimate of the duration of such delay, or it shall be deemed to be waived.

**XIV. COMPLIANCE WITH LAWS**

The Firm shall, at all times, observe and comply with all applicable laws, orders, decisions, ordinances, resolutions, rules and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of this Agreement.

**XV. COMPLIANCE WITH OSHA STANDARDS**

The Firm shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for the duration of this Agreement.

**XVI. PERMITS AND LICENSES**

The Firm shall obtain, at its own expense, all licenses and permits which may be required to provide the services and/or are required by municipal, state, and federal regulations and laws.

**XVII. TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Firm when requested.

**XVIII. VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**XIX. NOTICES**

Any notice shall be in writing and shall be deemed sufficient when personally served or sent United States mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt; or (ii) three (3) business days following deposit in the U.S. mail. Notices shall be addressed to and delivered as follows:

To the Village:	To the Firm:
Village Administrator	_____
Village of Oswego	_____
100 Parkers Mill	_____
Oswego, Illinois 60560	_____

**XX. AGREEMENT TERM AND RENEWAL**

The agreement term shall run through completion of the project, as determined accepted by the Village of Oswego.

**MISCELLANEOUS**

A. Non-Waiver - Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law. No party to this Agreement shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure by any party to this Agreement to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect such party's right to enforce such right or any other right. No action taken by any party hereto to enforce this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

B. Interpretation - This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

C. Governing Law - This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. Severability - If any provision, covenant, agreement, or portion of this Agreement or its application to any person or property is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue to be valid and enforceable if they can be interpreted, applied, and enforced, consistently with applicable law, to achieve the purpose and intent of this Agreement, including the intent of any invalid provision.

E. Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**XXI. 23. CERTIFICATIONS**

The Firm agrees and hereby certifies that said Firm:

A. Has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; (2) that all legal actions needed for it to execute, deliver, and perform under this Agreement have been taken; and (3) that neither the execution of this Agreement nor the performance of the obligations assumed

- by it will: (a) result in a breach or default under any agreement to which it is a party; or (b) violate any statute, law, restriction, court order or agreement to which it is subject, and
- B. Is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
  - C. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
  - D. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
  - E. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
  - F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
  - G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Agreement in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**VILLAGE OF OSWEGO:**

**FIRM:**

By: \_\_\_\_\_  
*President*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name and Title*