



## REQUEST FOR QUALIFICATIONS

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**Requesting:** Qualification(s) for an Impact Fee Distribution Analysis

**Issue Date:** February 29<sup>th</sup>, 2024

**Proposals Due:** March 22<sup>nd</sup>, 2024

The Village of Oswego will be accepting sealed qualifications for an Impact Fee Distribution Analysis until Friday March 22<sup>nd</sup>, 2024, at 10:00 AM local time.

Project Title: Impact Fee Distribution Analysis

Proposal Number: 24-1010-06

Qualifications must be submitted physically in the form on a thumb drive to Village Hall no later than 10 a.m. March 22<sup>nd</sup>, 2024. Faxed or emailed responses will not be accepted.

Bidders are advised of the following requirements of this Request for Qualifications:

1. Submittal of Professional Insurance Certificate after the official award.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to [mtrinco@oswegoil.org](mailto:mtrinco@oswegoil.org) prior to March 13<sup>th</sup>, 2024, at 10:00 AM local time. Responses will be posted at [oswegoil.org](http://oswegoil.org) by March 15<sup>th</sup>, 2024, at 12:00 PM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

Madeleine Trinco  
Management Analyst

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## **PROJECT SPECIFICATIONS**

### **1. Introduction**

The Village of Oswego, Illinois is a suburban community located approximately 50 miles west of Chicago. The Village and its partner taxing districts, School District 308, Oswego Fire Protection District, Oswegoland Park District and the Oswego Public Library District hereinafter known as the “Village” seek a qualified firm or corporation to analyze the current Impact Fee Distribution.

### **2. Background**

The Village has seen an enormous increase in development since the last impact fee review completed in 2015. This study reviewed capital budgets for each taxing district as well as market conditions and recommended a new simplified fee structure. The subsequent adopted structure has served the Village well for eight years. But as the development increases within the Village borders, there may be a need to re-distribute the percentages identified in the previous study. In August of 2023, the Village Board directed staff to hold the total cost of the impact fees as they were and identify options to re-distribute the percentages amongst the involved taxing districts.

### **3. Scope of Work**

The selected firm is expected to provide the following Scope of Services as directed by the Village of Oswego:

1. Review the current Impact Fee distribution, Impact Fee ceiling and reality of the Impact Fee.
2. Compile relevant data for the related taxing bodies which receive Village Impact Fees.
3. Compare the Village’s Impact Fee distribution to distributions of surrounding communities.
4. Analyze The Village’s Impact Fee distribution based on an assessment of future funding needs from all taxing bodies’ assembled capital plans and other compiled data.
5. Compare current and implied distribution of funding to surrounding communities.
6. Summarize findings from the analysis in a report which should include recommendations and justifications.

The selected firm may also prepare an optional proposal for consideration to include but not limited to:

- Report Presentation to the Village Board
- Analysis and recommendation regarding actual Impact Fee amounts
- Review of other communities’ capital budgets and financial data apart from Impact Fee distribution

**LEGAL NOTICE**  
**REQUEST FOR QUALIFICATIONS**  
**VILLAGE OF OSWEGO IMPACT FEE DISTRIBUTION ANALYSIS**

The Village of Oswego will be accepting sealed qualification packets for the Oswego Impact Fee Distribution Analysis until March 22<sup>nd</sup>, 2024, at 10:00 AM local time.

Project Title: Impact Fee Distribution Analysis

The RFQ documents can be downloaded from the Village of Oswego's website on the Purchasing page.

Qualification packets must be submitted to 100 Parkers Mill, Oswego IL 60543, as a thumb drive. Fees proposals should be submitted with the qualifications packet in a separate sealed envelope.

Bidders are advised of the following requirements of this contract:

1. Submittal of Professional Insurance after the award is made.

Questions regarding this legal notice or the Request for Proposal must be in writing and emailed directly to [mtrinco@oswegoil.org](mailto:mtrinco@oswegoil.org) until March 13<sup>th</sup>, 2024, at 10:00 AM local time. Responses will be posted by March 15<sup>th</sup>, 2024, at 12:00 PM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

## **GENERAL CONDITIONS**

These General Conditions apply to all qualification submittals requested and accepted by the Village of Oswego, School District 308, Oswego Fire Protection District, Oswegoland Park District and Oswego Public Library District, hereinafter identified as the “Village”, and become a part of the contract unless otherwise specified. Consultants 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 Consultant has familiarized itself with all conditions and intends to comply with them unless noted otherwise.

### **1. Submittal of Qualifications**

All qualifications must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and mailed or dropped off to the **Village of Oswego, 100 Parkers Mill, Oswego, IL 60543, at the Attention to Madeleine Trinco, Management Analyst** before the submittal date and time. Submittals received via e-mailed or dopped off after the submittal time and date will be deemed unacceptable.

All proposals must include the following documents:

- a. Statement of Interest (1 page maximum)
- b. Consultant Qualifications/Approach (3 pages maximum)
- c. Prior Experience (3 pages maximum)
- d. References (1 page maximum)
- e. Proposed Timeline (2 pages maximum)
- f. Signed Consultant Proposal Agreement (1 page maximum)
- g. Proposal Cost Sheet (1 page maximum)

*Full proposals should not exceed 12 pages.*

### **2. Contents for Statement of Interest**

The Village is seeking submissions from qualified candidates that address three (3) broad points. The selection committee will give careful consideration to each issue. Prospective teams are encouraged to be concise and submit only requested information. The qualifications submitted should address the following points:

#### **I. Consultant Qualifications**

Provide a biography describing the respondent members’ individual qualifications and history, years in business, location(s), legal structure, ownership, organizational structure and key staff that would be committed to this project. Please provide resumes of key staff for review.

#### **II. Prior experience**

Provide examples of the consultant’s previous experience with comparable projects. Examples should emphasize projects that are similar in scope. Include descriptive information such as the characteristics of these projects, the scope of the consultant’s

involvement and location of the project.

### III. References

Provide a list of at least three (3) current references that have relevant knowledge concerning the consultant's ability to conduct such an analysis. Names, affiliations, addresses, current telephone numbers and email addresses of all references must be provided.

### 3. Selection Criteria

Qualifications will be evaluated by a selection committee composed of staff members of the Village, School District 308, Oswego Fire Protection District, Oswegoland Park District and Oswego Public Library District.

Responses will be evaluated against the following factors:

25% Demonstrated experience in Data Analysis.

10% Demonstrated Experience in successfully completing tasks/projects.

15% Experience and capacity of project team/personnel

20% Reasonableness of Cost/ price proposal (e.g. rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services.

10% Approach to the Project

10% Project timeline

10% References

### 4. Examination of Forms and Specifications

The Consultant shall carefully examine the proposal forms, which may include the request for qualifications, instructions to bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them before submitting the proposal. The Consultant shall verify all measurements and data relative to the work and shall be responsible for the correctness of the same. Failure of the Consultant 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 the Consultant is fully able to perform the work necessary to complete the tasks outlined in this document.

The submission of the proposal shall be considered conclusive evidence that the Consultant 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 Consultant will be responsible for all errors in their proposal resulting from the 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.

### 5. Request for Qualifications Estimated Project Schedule

- a. **February 29<sup>th</sup>, 2024:** Issue Request for Qualifications.

- b. **March 13<sup>th</sup>, 2024:** Deadline for questions.
- c. **March 15<sup>th</sup>, 2024:** Addendum published
- d. **Marh 22<sup>nd</sup>, 2024:** Submittals Due
- e. **Week of March 25<sup>th</sup>, 2024:** Internal Review
- f. **Week of April 1<sup>st</sup>:** Negotiations or interviews may take place
- g. **April 4<sup>th</sup>, 2024:** Professional Service Agreement signed
- h. **April 16<sup>th</sup>, 2024:** Approval
- i. **April 20<sup>th</sup>, 2024:** Notice to Proceed issued

## 6. **Work Schedule**

The Consultant shall complete the work required as soon as practicable. 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.

Subsequent to the award of the contract, a notice to proceed shall be issued. The Consultant shall commence work as soon as possible thereafter.

## 7. **Equipment**

All Equipment required to perform the contract is the sole responsibility of the Consultant.

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

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and 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 Consultant; 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 Consultant 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.

## 9. **Additional Information Request**

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Madeleine Trinco, Management Analyst, at [mtrinco@oswegoil.org](mailto:mtrinco@oswegoil.org). Answers will be provided in writing to all potential Consultants; No oral comments will be made to any Consultant as to the meaning of the Proposal and Specifications or other contract documents. Consultants 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 Consultant 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 Consultant 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. 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 Consultant shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Consultant 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 is in its best interest.

## **10. Conditions**

The Consultant 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 Consultant from the performance of the duties and obligations imposed under the terms of this contract. The Consultant 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. To be valid, the Proposals shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
- C. All Proposals shall be good for sixty (60) days from the date of the Proposal opening.

Consultants 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.

## **11. Award of Qualifications**

The Village reserves the right to reject any or all qualification 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 that 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. The Consultant shall be responsible for identifying all costs to complete the project on time and to create a functional and operational system in accordance with the Plans and Specifications.

- B. All awards made in accordance with the Procurement Code 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. Village will consider:
  - Ability, capacity, and skill to fulfill the contract as specified.
  - Ability to supply the commodities, provide the services or complete the construction 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.
  - Record of payments for taxes, licenses or other monies due to the Village.

## **12. Rejection of Qualifications**

- A. The Village reserves the right to cancel request for qualifications without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all submittals, to waive any minor informality or irregularity in any submittal, to negotiate changes and/or modifications with the lowest responsible Consultant 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 Consultant that is deemed unresponsive due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

## **13. Equal Opportunity**

The Consultant 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.

## **14. Non-Discrimination**

The Consultant, 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.

## **15. Execution of Documents**

The Consultant, 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 Consultant 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 Consultant 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.

**CONSULTANT PROPOSAL AGREEMENT**

TO:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

Project: Impact fee Distribution Analysis

The undersigned Consultant, in compliance with your advertisement for Proposals for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the project, in accordance with the Contract documents and at the price provided.

Consultant certifies this Proposal to be for the project described above to be in accordance with plans, specifications, and contract documents, included in the Request for Proposal packet.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extracompensation to the Consultant. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

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*Company Name*

---

*Address*

*Village, State, Zip Code*

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*Phone Number*

*Email Address*

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*Printed Name of Authorized Representative*

*Title*

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*Signature of Authorized Representative*

*Date*

## REFERENCES

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

### **Reference No. 1**

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### **Reference No. 2**

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### **Reference No. 3**

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*



## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2024, 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 "Consultant" and its successors.

The Consultant 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 Consultant shall not be considered to be the agent of the Village. The Consultant shall render government affairs services in accordance with generally accepted and currently recognized practices and principles. The Consultant 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.

### **1. SCOPE OF SERVICES**

Witnessed, that in consideration of the mutual promises of the parties, the Consultant agrees to perform the services, and the Village agrees to pay for the following services:

### **2. SUPERVISION OF WORK OF OTHERS**

The Consultant shall not at any time supervise, direct, or have control over any other Consultant's or contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any other Consultant or contractor, nor for safety precautions and programs in connection with the other Consultant's or contractor's work, nor for any failure of any other Consultant or contractor to comply with laws and regulations applicable to Consultant's work. The Consultant neither guarantees the performance of any other Consultant or contractor nor assumes responsibility for any other Consultant's or contractor's failure to furnish and perform its work. The Consultant shall have no authority to stop any other Consultant's or contractor's work but will advise Village of work that is not in conformance with the approved plans and specifications.

### **3. DELIVERY AND REUSE OF DOCUMENTS**

All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all of the services furnished thereunder shall be delivered to the Village for the express use of the Village. Documents are not intended or represented to be suitable for reuse by the Village or others on any other project. Any such use without the prior written authorization of the Consultant will be at the Village's sole risk. The Consultant does have the right to retain original documents but shall cause to be delivered to the Village such quality of documents so as to enable reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Consultant fails to deliver a fully reproducible document.

#### **4. SUBLETTING OF CONTRACT**

The Consultant may sublet portions of the services. Sub-contractors shall conform, in all respects, to the applicable provisions specified for the Consultant and shall further be subject to approval by the Village prior to the performance of any services by the sub-contractor. Rejection of a particular sub-contractor shall not be cause to alter the original Agreement or to request additional compensation. The Consultant shall identify all proposed sub-contractors who will furnish services. The services to be done by the sub-contractor shall be outlined in detail to the Village prior to the start of services and identified in the progress reports submitted by the Consultant. The qualifications of the proposed sub-contractor shall be submitted to the Village, in the same format and basic requirements as required of the Consultant. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the Agreement by direct employees of the Consultant.

#### **5. AGREEMENT AMOUNT AND PRICES**

For the Consultant's services described in the agreement documents, the Village agrees to pay and the Consultant agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment 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; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the Consultant (copies or reproductions for external use, i.e. submittals to the Village or other governing agencies, are allowable as reimbursable expenses.)

#### **6. INVOICING AND PAYMENT**

The Consultant shall submit invoices electronically. Invoices will cover the services performed from the first of each month to the end of that specific month. Only one

invoice shall be submitted per month. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, services performed in the current period, services anticipated to be performed in the next period and information or deliverables that the Consultant is waiting for. The following five items shall be clearly addressed in each monthly report:

- a. Services performed in the period covered by the invoice.
- b. Services to be performed in the next period.
- c. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
- d. Items that the Consultant is waiting for from the Village or other agencies.
- e. A summary or statement discussing the financial status of the individual project – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The Village agrees to make monthly payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-contractor costs are not considered direct costs for purposes of calculating the withheld amount. Should charges related to travel be required, the Consultant shall notify the Village for approval and no further action shall be done by the Consultant until authorization to proceed in writing has been received from the Village.

## **7. CHANGES**

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

## **8. SUSPENSION OF SERVICES**

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

resumption of services, the Village shall compensate the Consultant for reasonable expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

## **9. 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 Consultant. The Village further reserves the right to cancel the whole or any part of the Agreement if the Consultant fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods, epidemics, or pandemics.

Upon such termination, the Consultant 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 paid for by the Village. Costs of termination incurred by the Consultant before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Consultant a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice the Consultant shall stop all services until said Agreement is reached.

## **10. INSURANCE**

Consultant shall procure and maintain for the duration of the 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 Contractors 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 as an additional insured in accordance with the obligations and conditions set forth below.
    - 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Agreement.
    - 3. Premises-Operations and Independent Contractors.



4. Broad form property damage coverage.
  5. Personal injury coverage.
  6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
  7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
- ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
  - iii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law 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 policy minimum limit of \$1,000,000 per annum.
  - iv. 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 on a following-form basis 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.
  - v. Professional Liability Insurance. Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplement extended reporting period coverage for a period of not less than 2 years.

B. Consultant's Obligations - The Consultant shall have the following obligations with regard to required insurance under the Agreement:

- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees are to be named additional insureds under the Consultant's Commercial General liability and Automobile liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Consultant. General liability coverage shall be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 04 13 Edition date. All additional insured coverage shall be for both ongoing and completed operations.

- ii. The Consultant 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 Consultant 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 premium. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
- iii. The Consultant shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder. The Consultant'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. Consultant 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 Consultant against the Village or other Additional Insured except where not permissible by law.
- iv. The Consultant shall require that every Sub-Contractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Consultant, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Consultant's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- v. 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 Consultant 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.
- vi. The Consultant agrees that the obligation to provide insurance is solely the responsibility of the Consultant and the Sub-Contractor of any tier and cannot be waived by any act or omission of the Village.
- vii. The purchase of insurance by the Consultant under this Agreement shall not be deemed to limit the liability of the Consultant in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Consultant.
- viii. The Consultant 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 Consultant.

- ix. 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.

## **11. INDEMNIFICATION**

With respect to liability arising from other than professional services, to the fullest extent permitted by Illinois law, Consultant shall indemnify, defend, and hold the Village, its officers, and employees harmless from and against all damages, liabilities, and costs 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 (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose acts Consultant is legally liable.

## **12. FORCE MAJEURE**

Whenever a period of time is provided for in this Agreement for the Consultant or the Village to 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 Consultant, 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 Consultant's compensation and schedule shall be equitably adjusted. Further, 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, or it shall be deemed to be waived.

## **13. COMPLIANCE WITH LAWS**

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

## **14. 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 Consultant when requested.

**15. VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the 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.

**16. CONFLICT OF INTEREST**

The Consultant agrees to not perform professional services during the term of the Agreement for any project or services that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area, without notification to the Village prior to rendering services. The Consultant agrees to provide the Village with written notification whenever the services provided under this Agreement shall require the Consultant to review or inspect services performed by any other Consultant or corporation for whom the Consultant is or has within the previous twelve (12) months provided professional services, or with which any of the Consultant's owners, partners or principals have a financial interest. The Consultant agrees to provide written notification to the Village whenever the Consultant, or any other Consultant or corporation with which any of the Consultant's owners, partners or principals have a financial interest, performs services that may be subject to the Village's review/inspection, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area. The Village may at its discretion disqualify the Consultant from participation as a representative of the Village in such projects or in projects potentially impacted.

**17. NOTICES**

Any notice shall be in writing and shall be deemed sufficient when personally served or sent United States mail as follows:

To the Village:  
Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60543

To the Consultant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. AGREEMENT TERM AND RENEWAL**

The Agreement shall be for the duration of the work completed.

**19. CERTIFICATIONS**

Consultant agrees to the Village, hereby certifies that said Consultant:

- A. Certifies that it 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
- B. 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
- C. States that it 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
- D. 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
- E. 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
- F. 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 individual only when greater than \$5,000).