



REQUEST FOR PROPOSALS

Requesting:	Proposals(s) for the Development of a Risk and Resilience Assessment/Emergency Response Plan
Issue Date:	February 27, 2020
Pre-Proposal Meeting:	N/A
Pre-Proposal Meeting Location:	N/A
Last Date for Questions:	March 18, 2020, by 12:00 p.m.
Addendum Posted:	March 20, 2020, by 3:00 p.m.
Proposals Due:	April 3, 2020, at 4:00 p.m.
Location:	Village of Oswego 100 Parkers Mill Oswego, IL 60543
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does not apply

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

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

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LEGAL NOTICE

REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF THE RISK AND RESILIENCE ASSESSMENT/EMERGENCY RESPONSE PLAN

The Village of Oswego will be accepting sealed proposals for the Development of a Risk and Resilience Assessment/Emergency Response Plan at the address listed below until **Friday, April 3, 2020, at 4:00 p.m.** Proposals not physically received by the date and time listed above will be returned, unopened to the Consultant. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (Consultant name)
Request for Proposals – Risk and Resilience Assessment
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego, IL 60543

Proposal packets are available at www.oswegoil.org under the Business & Development Tab-Proposals & RFPs. Additional packets may be picked up by contacting the Purchasing Manager through email at cparker@oswegoil.org to schedule a time to pick up the packet.

Any questions regarding this legal notice or specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org.

The Consultant 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 the proposal or the performance of the contract.

Carri Parker
Purchasing Manager

SCOPE OF SERVICES

I. Introduction

The Village of Oswego (“Village”) is looking for proposals to develop a Risk and Resilience Assessment and corresponding Emergency Response Plan in compliance with the American Water Infrastructure Act (AWIA) (S.3021, Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). Upon completion of the RRA and the ERP, the utility is to submit self-certification to the U.S. Environmental Protection Agency (USEPA) showing compliance with each portion of the federal mandate.

II. Deadlines

Population Served	Risk & Resilience Assessment	Emergency Response Plan
>40,000	June 30, 2021	December 30, 2021

*ERP certifications are due six months from submittal of the risk assessment certification. The date shown above is based on a utility submitting a risk assessment on the final due date. Penalties for missing deadlines are up to \$25,000 per day.

III. Background

- The Village of Oswego was incorporated in 1852
- Current estimated population 35,237
- 8 deep wells with radium removal
- 7 pressure reducing stations
- 1 booster station
- 5 water towers
- 173 miles of water main
- 2,750 fire hydrants
- 1 interconnection with the Village of Montgomery

IV. Information Required

- General statement of the understanding of the scope;
- An approach to the work and ability to meet the strict timeline;
- The Consultant’s experience of the proposed project manager and key individuals;
- A proposed task list and level of effort for each task;
- Approach to managing and completing the project; and
- Approach to communicating with Village.

V. Scope of Work

The Consultant will conduct a new Risk and Resilience Assessment (RRA) in accordance with AWIA Section 2013 and develop an Emergency Response Plan (ERP) that incorporates the findings from the RRA.

At the completion of the RRA, the Consultant shall provide the RRA and recommendations report and prepare an RRA certification for submission to the EPA.

The selected Consultant will be required to provide the following services:

- Subject Matter Expertise
- Data Collection
- Conduct Risk and Resilience Assessment
- Develop an Emergency Response Plan
- Executive Management/Board Presentations

PHASE 1

Task 1 – Data Collection and Gap Analysis

The Consultant shall assess the Village’s potential compliance with the AWIA requirements based on current documents, policies, plans, procedures, and assessments it already has in place. This should include a method to indicate to what degree those current concepts meet the AWIA compliance, including completeness, currency (less than 5 years old), intent, etc.

The Consultant is expected to follow all current regulations of the EPA, as well as supporting guidance documents provided by the American Water Works Association including the following: AWWA G300, AWWA G430, AWWA G440, AWWA J100, AWWA M19, etc. The Consultant shall continuously check with the EPA for any AWIA changes to the RRA and ERP requirements.

Task 2 – Conduct and Develop Risk and Resilience Assessment (RRA)

The Consultant shall conduct a Village-wide all-hazard Risk and Resilience Assessment, which follows the guidelines given in Section 2013 of America’s Water Infrastructure Act, which amended Section 1433 of the Safe Drinking Water Act. Tasks should include, but are not limited to:

1. Risk and Resilience Assessment including the assessment of:
 - a. The risk to the system from malevolent acts and natural hazards (i.e. all hazards);
 - b. The resilience of water facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system;

- c. Monitoring practices of the system;
 - d. The financial infrastructure of the system (e.g., billing systems);
 - e. Use, storage, or handling of various chemicals by the system;
 - f. Operation and maintenance of the system;
 - g. Unintentional human-caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.; and
 - h. Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.
2. Evaluation of capital and operational needs for risk and resilience management for the system. The Consultant shall coordinate with the team that is responsible for the Village Capital Improvement and Facilities Plan.
 3. Recommendation report.
 4. Prepare required certification to be sent to EPA to verify that the Village has conducted an assessment encompassing the requirement of the RRA.
 5. Additional tasks deemed necessary by the Consultant.
 6. Additionally, in an effort to keep the Village's ERP focused on response concepts, the following sections of AWIA SEC. 2013 "(b) Emergency Response Plan" should be incorporated into Task 2:
 - a. "strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system";
 - b. "actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers"; and
 - c. "strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system."

The following reference documents shall be considered by the Consultant during the RRA and ERP process. The list is not meant to be all-inclusive and the Consultant should identify what primary materials and reference documents they will utilize:

- AWWA M19. Emergency Planning for Water and Wastewater Utilities, Fifth Edition. 2018
- ANSI/AWWA G440-17. Emergency Preparedness Practices. 2017
- AWWA Process Control System Security Guidance for the Water Sector. 2017
- ANSI/AWWA J100-10 (R13). Risk and Resilience Management of Water and Wastewater Systems (RAMCAP). 2013.
- ANSI/AWWA G430-14. Security Practices for Operation and Management. 32104
- AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual. 2008.

- AWWA Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities. 2006.
- National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity. 2018.
- NIST Special Publication 800-82 Rev 2, Guide to Industrial Control Systems (ICS) Security. 2015.
- NIST Special Publication 800-184, Guide for Cybersecurity Event Recovery. 2016.
- ANSI/ISA-62443-2-1 (99.02.01). Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program. 2009.
- FEMA Local Mitigation Planning Handbook. 2013.
- FEMA Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101. 2010.

The above documents are meant to be for reference only. The Village may or may not adhere to these reference documents as pertinent to the Village business.

PHASE 2

Task 3 – Develop/Update Emergency Response Plan

Develop/update an Emergency Response Plan, which incorporates finding from Task 2 above. The ERP should include, but is not limited to, the following:

1. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of Village’s system to deliver an adequate supply of safe drinking water; and
2. Actions, procedures, and equipment which can be obviated or significantly lessen the impact of a malevolent act or natural hazard in the public health and safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.

VI. Additional Work

The Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that is, in its opinion necessary or of benefit to complete the Project as defined herein. If identified, this Additional Work must be included and separated out in the Consultant’s Proposal and Fee Schedule.

VII. Value-Added Work

The Consultant is encouraged to identify any additional work, not identified in this Scope of Work that would be of benefit to complete the Project as defined and can be provided as part of the proposal at no additional cost to the Village.

Note that Village may be working with other Consultants/Consultants on similar but related efforts during the project period, in particular, in the area of cybersecurity. The selected Consultant is expected to work professionally and positively with Village and other vendors representing the Village.

VIII. Project Approach

Explain in detail how the Consultant will accomplish the items specified in each task of the Scope of Work. Include in the project approach description:

- Which assessment tools, systems, and guidance documents will be used;
- Expected resources and/or documentation to be provided by the Village ;
- Meetings, workshops or training proposed to accomplish tasks; and;
- The estimated amount of time to complete phases and tasks.

Risk and Resiliency Analysis for various aspects of the RRA can be completed utilizing guidance documents, crosswalks, excel sheets, computerized analysis tools, etc. The Consultant should include in their Project Approach which analysis tools they propose should be used for each area of analysis identified in Task 2 in the Scope of Work. Any documents, analyses, calculations, etc. shall become the property of the Village. If there is a fee or license associated with any of the tools proposed, the Consultant should note the cost of those tools, including if the cost is a one time, annual or otherwise reoccurring fee. The Project Manager will work with the selected Consultant to review the proposed tools and approve the final methods during the agreement negotiation.

With regard to any software proposed to be used for data collection, analysis and maintenance of risk and vulnerability assessments, the Consultant shall keep in mind the intended goal is for the Village to be able to independently update and maintain its RRA and ERP on a 5-year basis. If it is agreed to utilize software, the following shall apply:

1. The Consultant shall use and maintain the selected software for data collection in accordance with the standards included in this RFP.
2. The Consultant shall provide all copies, licenses, and data for the selected software to the Village at the conclusion of the project. (All software licenses should be in the Village's name)
3. No copies of purchased licenses, software or data shall be retained by the Consultant without prior written permission from the Village.

IX. Consultant Minimum Qualifications

The Consultant must possess the minimum qualifications stated below. Include information in the proposal to substantiate:

1. Experience performing services similar in nature to those requested in this RFP with water and wastewater utilities in the United States, preferably in Illinois.
2. Experience should include demonstrated competency in each area identified in the Scope of Work, including, but not limited to, knowledge of and documented project experience with:
 - a. Industry practices for enhancing emergency preparedness and resiliency of water utilities, including the standards listed in the Scope of Work.
 - b. Use of various risk assessment tools in conducting water utility risk assessment (e.g., Program to Assist Risk and Resilience Examination (PARRE), Vulnerability Self-Assessment Tool (VSAT), AWWA Cybersecurity Guidance & Use Case Tool).
 - c. A broad range of water utility physical, operational, fiscal and cyber vulnerability assessments and risk mitigation experience. Experience with physical security at treatment facilities is essential.
 - d. The Consultant must have working knowledge and experience with typical government business computer/communications and SCADA systems and understanding of cybersecurity for water facilities.
3. The Consultant must provide a sufficient number of qualified personnel to perform the Scope of Work within the required timeline.
4. Certification through the AWWA's Risk and Resilience Certificate Program is desirable but not required.

X. Proposal Requirements

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

1. Letter of Transmittal. Describe your Consultant or team's interest and commitment to providing consulting services for the Village of Oswego. An officer of the Consultant who is authorized to contractually bind the Consultant and to negotiate a contract with the Village shall sign the letter. Provide the name, title, address, email, and telephone number of this officer.
2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
3. Work Plan and Approach. Discuss your Consultant's understanding of the Scope of Services to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
4. Key Personnel Background. Name, position, a summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.
5. Team Experience. Listing of water or utility infrastructure assessments, emergency response plans or related studies performed within the last 5-years. Include the following information:
 - a. Clients name, point of Contact, addresses, and telephone numbers

- b. Description of study and year of completion
- c. Key personnel involved
6. References. Provide at least three (3) references (name, company title, address, email, and telephone number)
7. Manpower Allocation. The Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.
8. Cost. In a separate sealed envelope provide a complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed.

XI. Proposal Submission

Proposals are requested from qualified Consultants to furnish professional services pertinent to the project's scope outlined above. Please mail or drop-off your sealed proposal and sealed cost proposal to, Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, Illinois 60543, no later than **4:00 p.m. on Friday, April 3, 2020**.

Following the review of the Proposals by the Village, Consultants may be contacted for additional information or to participate in an interview process.

XII. General Evaluation Criteria

This Request for Proposal is only a solicitation for information. The Village is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The Village reserves the right to reject any and all proposals and to interview Consultants, which in the Village's judgment, will best meet the Village needs. Proposals will be evaluated based on but not limited to the following general criteria:

- Experience in dealing with moderate and complex governmental projects.
- A demonstrated understanding of the requirements of this project
- Project approach and schedule
- Qualifications and expertise of the Consultant and key personnel assigned to the project and their proven ability to efficiently complete similar projects
- Comments and opinions of references
- The Consultant possesses resources required to complete the project
- Clarity, conscientiousness, and organization of the proposal
- Cost of Services

Interviews are a component of the evaluation process and will be scheduled following the evaluation of proposals. Formal presentations are encouraged but not required. The Village will negotiate the terms of compensation for the agreed scope of professional services associated with this request for proposal. Should you have any questions, please contact Purchasing Manager

Carri Parker at cparker@oswegoil.org. All inquiries must be received by **Wednesday, March 18, 2020, at 12:00 p.m.**

XIII. Rights of Review

The Village of Oswego reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the Village.

XIV. Contract Execution

The Consultant chosen will be required to enter into a contract with the Village of Oswego for the proposed work prior to the commencement of any work. The Consultant chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The Village reserves the right to negotiate the final terms and conditions of the contract to be executed. If the Village and Consultant are unable to agree upon the contract, the Village reserves the right to discontinue negotiations, select another Consultant or reject proposals. Upon completion of negotiations agreeable to the Village and the Consultant, a contract shall be executed.

XV. Contract Award

Upon successful responses and reference verification, a recommendation by the Village staff to the Village Board will be made to authorize the award of the contract to the selected Consultant.

Village staff will be proposing their selection at the April 21, 2020 board meeting. Upon the approval of the contract, the selected Consultant will be able to begin work May 1, 2020.

STANDARD CONDITIONS

Interpretation of Documents: Each request for interpretation of the Documents shall be made in writing. Interpretations and supplemental instructions will be in the form of written addenda to the Agreement Documents. An addendum, if deemed necessary, will be posted on the website, <http://www.oswegoil.org/business-and-development/proposals-and-rfps.aspx>. Price proposals must be sent in a separate sealed envelope.

Submittal of Proposal: Proposals must be submitted to the attention of Carri Parker, Purchasing Manager, at the address, date and time as stated in the legal notice. Proposals arriving after the specified time will not be accepted. Mailed proposals that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Consultants should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date.

Withdrawal of Proposal: Consultants may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Consultant Qualifications: No award will be made to any Consultant who cannot satisfy the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Consultant submittal shall include all requirements of the specification as found in the proposal documents. The Village will strictly hold the Consultant to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Consultant.

Compliance with Laws: The Consultant shall at all times observe and conform to all 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.

Alternates: Any reference in these specifications to the manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village's written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received prior to the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase "Alternate Proposal" shall be used. Consultants are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, if required, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

Proposal Review: The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Consultant, or all items to a single Consultant unless otherwise noted in the specification. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Consultant for not meeting delivery dates, 4) a Consultant is not a responsible Consultant, and 5) what exceptions or deviations from the written specifications will be accepted.

Proposal Results: Following the proposal opening and review, pending agreement awards will be posted on the Village's current web site at <http://www.oswegoil.org/business-and-development/proposals-and-rfps.aspx>.

Delivery: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Oswego, Illinois. If delivery is made by truck, arrangements must be made in advance by the Consultant with concurrence by the Village for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Village locations between 8:00 a.m. and 4:00 p.m. weekdays only.

Inspections: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Consultant.

Changes in Work: If Village finds it necessary to require corrections to completed work due to errors made by the Consultant; the Consultant shall correct the work at no additional cost to the Village. If Village requires changes for previously accepted work, the Consultant shall make such changes as directed by the Village and will be compensated at the same rates established in the proposal.

ADDITIONAL CONDITIONS

Guarantees and Warranties: All guarantees, and warranties required shall be furnished by the Consultant and shall be delivered to the Village before the final payment on the agreement is issued.

Cancellation of award/termination: In the event, any of the provisions of this proposal is violated by the Consultant(s), the Purchasing Department will give written notice to the Consultant(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Village for immediate cancellation. Upon cancellation hereunder, the Village may pursue any and all legal remedies as provided herein and by law.

The Village reserves the right to terminate any agreement resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said agreement should be terminated for convenience as provided herein, the Village will be relieved of all obligations under said agreement. The Village will only be required to pay to the Consultant(s) that the amount of the agreement actually performed to the date of termination. Access to any and all work papers will be provided to the Village after the termination of the agreement.

The awardee(s) will have the option to terminate the agreement upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of the agreement by awardee may result in removal from the Consultant list for a period of three years.

Documentation: When the written specification requires the Consultant to submit written findings or analysis reports with their proposal submittal, the Consultant shall provide the full document to the Village electronically as a PDF file on a flash drive.

Default: In the event that the awarded Consultant(s) should breach this agreement the Village reserves the right to seek remedies in law and/or in equity.

Legal Requirements: It shall be the responsibility of the Consultant to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Consultant(s) will in no way be a cause for relief from responsibility.

Consultant(s) doing business with the Village are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Federal and State Tax: The Village is exempt from federal and state taxes for tangible personal property. Consultant(s) doing business with the Village will not be exempted from paying sales

tax to their suppliers for materials to fulfill contractual obligations with the Village, nor will any Consultant be authorized to use the Village' Tax Exemption Number in securing such materials.

Conflict of Interest: All Consultants must disclose the name of any officer, director, or agent who is also an employee of the Village. All Consultants must disclose the name of any Village employee who owns, directly or indirectly, any interest in the Consultants' business or any of its branches.

SAMPLE – PROFESSIONAL SERVICES AGREEMENT

SAMPLE AGREEMENT ONLY. AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS

This agreement is made this _____ day of _____, 2020, 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 shall serve as the Village's Consultant. This relationship is that of a buyer and seller of 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 engineering services in accordance with generally accepted and currently recognized engineering 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 contract. 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.

I. Scope of Work

Witnessed, that in consideration of the mutual promises of the parties delineated in the Exhibits attached and made part of this Agreement, the Consultant agrees to perform the services and the Village agrees to pay for the following services:

1. Services will vary from project to project. The general scope of services is listed below. Project-specific requirements that modify the general scope will be outlined at project delivery.
2. The Consultant will perform or be responsible for the performance of the following services in connection with this project. The Consultant shall furnish or cause to be furnished qualified engineers, construction observers and/or technical personnel to perform the following services including, but not limited to, the following tasks:
3. The Consultant is expected to perform plan review tasks as follows:
 - a. Review all subdivision submittals for compliance with the Village's standards
 - b. Review all preliminary and final engineering submittals for compliance with the Village's development standards
 - c. Review all proposed stormwater management plans for compliance with Village regulations
 - d. Provide staff to meet with developers, property owners, commission members or elected officials to discuss proposed projects

4. Review letters of credit for public improvements and, where appropriate, render opinions to the Village on the value of work remaining.
 - a. Provide input to staff discussions on proposed development proposals
 - b. Reviews are to be completed and returned to the Village within 10 business days of the Consultant's receipt of submittal from the Village.
 - c. Provide an estimate of costs to complete the next review in conjunction with the third review in the event that the Consultant does not recommend approval at or prior to the third review. The Consultant shall submit estimated costs for each successive review thereafter.
5. The Consultant is expected to perform complete construction inspection services in accordance with the following general task areas:
6. Attend a pre-construction conference with the Consultant, Village, and other parties.
 - a. Provide periodic observation of the construction work and Consultant operations to verify that the construction is accomplished in accordance with the approved plans and specifications. The Consultant shall keep the Village informed of the progress of the work, advise the Village of defects and deficiencies in the work, and make recommendations to the Village on whether to approve the work or disapprove the work for failing to conform to the approved plans and specifications.
 - b. Verify initial geometric controls and perform periodic measurements of the Consultant's construction staking. The Consultant shall report to the Village any identified findings of the Consultant's staking inconsistent with the approved plans and specifications. Prepare and maintain daily and periodic documentation and records throughout the project necessary to verify progress, approximate quantities, materials documentation, measurement and computation of pay items, pay estimates, change orders, and other authorized plan adjustments if required by the Village.
 - c. Review and verify the Developer's Quality Assurance program.
 - d. Serve as Village's representative during project coordination meetings with Consultants, utilities, developers, other agencies, and/or property owners engaged or affected by the project.
 - e. Attend construction conferences that require Village representation. Maintain and provide to Village copies of records of the meetings.
 - f. Review and verify the accuracy of the Consultant's record drawings, lien waivers, and other documents required by the Village for the completion of the project.
 - g. Keep an inspector's daily report book in the Village's format, or another required format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials. Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, change orders and additional drawings issued subsequent to Village approval of the plans and specifications. Record names, addresses and telephone numbers of all Consultants, sub-Consultants, and major material suppliers if required by the Village.

- h. Review Developer requests for reductions in security for compliance with established submission procedures and forward them with recommendations to the Village.
 - i. Prior to final inspection, submit to the Consultant a list of observed items requiring correction and verify that each correction has been made.
 - j. Conduct final inspection with the Village and prepare a final list of items to be corrected.
 - k. Verify that all items on the final list have been corrected and make recommendations to the Village concerning project acceptance.
 - l. Except upon written instructions of the Village, the Consultant shall not authorize any deviation from the approved plans and specifications.
 - m. Carry and utilize a cellular phone during the Consultant's working hours (usually 7:00 a.m. to 5:00 p.m.).
7. The Consultant is expected to perform a record drawing review in accordance with the following general task areas:
 - a. Conduct an office review of "as-built" drawings signed and sealed by the Design Engineer or other independent professional employed by the Owner/Developer depicting any and all changes from the approved engineering drawings to conformance with the approved plans.
 - b. Review the Developer's engineer's stage vs. storage calculations with respect to stormwater management basin volumes, overflow size/elevations, storm sewer and restrictor(s) size and slope for conformance with the approved design.
 - c. Where variances exist, the Consultant shall offer an opinion as to any appropriate corrective measures necessary to ensure the project meets the design objectives.

II. Personal Protective Equipment

The Consultant shall comply with the Village Personal Protective Equipment (PPE) policy. The policy at a minimum requires anyone on a construction site to wear safety vests and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

III. Supervision of Work

The Consultant shall not at any time supervise, direct, or have control over any Consultant'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 Consultant, nor for safety precautions and programs in connection with the Consultant's work, nor for any failure of any Consultant to comply with laws and regulations applicable to Consultant's work. The Consultant neither guarantees the performance of any Consultant nor assumes responsibility for any Consultant's failure to furnish and perform its work. The Consultant shall have no authority to stop any Consultant's work but will advise the Village of work that does not meet approved plans and specifications.

IV. 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 hereunder shall be delivered to the Village for the express use of the Village. The Consultant does have the right to retain original documents but shall cause to be delivered to the Village such quality of documents so as to assure complete 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.

V. Subletting of Contract

The Consultant may sublet portions of the work. Sub-Consultants 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 work by the sub-Consultant. Rejection of a particular sub-Consultant shall not be cause to alter the original agreement or to request additional compensation. The Consultant shall identify all proposed sub-consultants who will furnish services. The work to be done by the sub-Consultant shall be outlined in detail to the Village prior to the start of work and identified in the progress reports submitted by the Consultant. The qualifications of the proposed sub-Consultant 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.

VI. Agreement Amount and Prices

For the Consultant 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.)

VII. Invoicing and Payment

In the event that the actual hours exceed the approved estimated hours by more than 10%, the Consultant shall obtain authorization from the Village prior to commencing any additional work. The Consultant shall submit invoices in duplicate. Invoices will cover the work performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. An invoice must be submitted for work done through April 30 of each year as this is the end of the Village's fiscal year. 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. All direct costs shall be itemized consistent with the various categories stated within the Proposal. 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, work performed in the current period, work 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:

1. Work performed in the period covered by the invoice.
2. Work to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Engineer is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual work order – is the project under, on, or over budget. If over budget, identify the reason and provide an estimated number of hours and cost to complete the project.

The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-Consultant costs are not considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the Consultant's control, the Consultant shall notify the Village immediately and no further work shall be done by the Consultant until authorization to proceed in writing has been received from the Village.

VIII. Changes

The Village reserves the right by written amendment to make changes in requirements, amount of work, or time schedule. The Consultant 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 Consultant require the Consultant to stop all, or any part, of the services required by this contract. 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. The Village will pay for costs associated with suspension provided the Village deems them reasonable.

X. Termination of Contract

The Village reserves the right to terminate the whole or any part of any agreement awarded based on the use of these short-lists, 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.

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 work until said agreement is reached.

XI. Insurance

The 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 work and/or services under this Agreement as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Consultants 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, Consultant’s contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Consultants.
 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 Sub-Consultant’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 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. The Consultant 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.
- 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: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. 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, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed 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; 10 01 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 the actual policy/policies, 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, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. 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 cancelation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Consultant 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 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 work and/or services provided by the Consultant against the Village or other Additional Insured except where not permissible by law.
 - v. The Consultant shall require that every Sub-Consultant 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.
 - 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 work by the Consultant or any Sub-Consultant 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 Consultant agrees that the obligation to provide insurance is solely the responsibility of the Consultant and the Sub-Consultant of any tier and cannot be waived by any act or omission of the Village.
 - viii. 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.
 - ix. The Consultant shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Consultant.
 - x. The Consultant 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 Consultant's contractual liability hereunder and to indemnify the Village and its agents 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 and performance and payment bonds required hereunder 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

To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to 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 may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation 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 for the Consultant 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 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 time period shall be extended for only the actual amount of time said the party is so delayed. 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.

XIV. Compliance with Laws

The Consultant shall, at all times, observe and comply with all 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 contract.

XV. Compliance with OSHA Standards

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

XVI. Permits and Licenses

The Consultant shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, 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 Consultant when requested.

XVIII. Venue

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

XIX. Conflict of Interest

The Consultant agrees to not perform professional services during the term of the agreement for any person, Consultant or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village, 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 work 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 Consultants 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 Consultants owners, partners or principals have a financial interest, performs services or work that may be subject to the Village's review/inspection or is contiguous to the corporate limits of the Village. 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.

XX. Agreement Term and Renewal

The agreement shall be for a one-year period but may be extended on an annual basis at the option of the Village of Oswego in its sole and absolute discretion, for up to two additional years.

XXI. Notices

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

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

To the Consultant:

XXII. Certifications

Consultant hereby:

- 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 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 contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

VILLAGE OF OSWEGO:

By: _____
President

Attest:

Village Clerk

CONSULTANT:

By: _____
Signature

Attest:

Witness

Print Name and Title