REQUEST FOR PROPOSALS

VILLAGE OF KENILWORTH
419 Richmond Rd.

COMPENSATION EVALUATION

ISSUED: March 12, 2020
NON-BINDING LETTER OF INTENT DUE: March 23, 2020
RESPONSES DUE: April 7, 2020 by 3:00 P.M.

PREPARED BY:
Nicole L.E. Ang
Management Analyst
Village of Kenilworth
419 Richmond Rd.
Kenilworth, IL 60043
Telephone: 847-251-1666 ext. 5251
NAng@vok.org

ATTACHMENTS:
APPENDIX A: Employee Census
APPENDIX B: Employee Pay Plan
APPENDIX C: Longevity Pay
APPENDIX D: Acknowledgements
APPENDIX E: Template Agreement
VILLAGE OF KENILWORTH REQUEST FOR PROPOSALS: 
COMPENSATION EVALUATION

TECHNICAL SPECIFICATIONS

Section 1: Background

The Village of Kenilworth is located in the North Shore region of northern Cook County along Lake Michigan, approximately 20 miles north of Chicago. Kenilworth’s population is approximately 2,500. The Village is bounded by the Village of Winnetka to the north and the Village of Wilmette to the south. The Village operates under the “Council – Manager” form of government. This form of government provides that the Board of Trustees act as the legislative or policy making body which enacts ordinances, resolutions and regulations.

The Village has approximately 18 full-time employees, 2 part-time employees, and 2 seasonal employees across 4 Village departments. Of the total 22 full-time and part-time employees, 7 are exempt and 15 are non-exempt. There are no labor unions or collective bargaining units at the Village. An employee census (by position) is attached as Appendix A.

On September 16th, 2019, the Village adopted the Employee Pay Plan which took effect on June 24th, 2019. The Employee Pay Plan is attached in Appendix B. In addition to receiving the annual compensation based on the Employee Pay Plan, employees who are still advancing through the established step schedule can be found in Appendix B. All full-time employees employed prior to April 1st, 2017 receive longevity pay which is paid at each of the 24 pay periods per year. Employees receiving longevity pay can be found in Appendix A and the longevity pay schedule is attached in Appendix C.

Section 2: Scope of Work

The Village seeks a consultant (hereinafter referred to as the “Consultant”) to complete a comprehensive compensation evaluation of base pay and other forms of direct compensation for all full-time and part-time positions.

The Consultant will review the current compensation ranges for active positions. The objectives of the compensation study are to evaluate the following: The Village’s current pay practices, step and longevity schedules of active positions, intervals of the steps, and the overall position ranges’ minimums and maximums comparable to neighboring communities.

More broadly, the Village is seeking an analysis of its current compensation and the identification of comparable communities for the administration of the compensation plan. Ultimately, the Village is seeking to have a pay plan that is easy to administer, not overly complex for employees to understand, and financially sustainable by determining procedures that will ensure internal equity and external competitiveness with similar public-sector comparable positions.
Additionally, an outcome of the compensation study is for the Consultant to offer alternatives to improve the Village’s pay plan and to recommend potential alternatives to traditional salary increases, which the Village may consider offering.

Services to be provided by the Consultant:

1. **Current Compensation Evaluation:** The Consultant will determine the method by which this evaluation will be performed; provided that the evaluation includes a review of incumbent employee’s current salary in the position versus similar positions in comparable communities. The Consultant will provide recommendations for structuring uniform position ranges and step intervals based on market comparability.

2. **Compensation and Market Comparability Evaluation:** The Consultant will conduct a comprehensive compensation survey of the external regional labor market for positions designated in Appendix A. The Consultant will develop a list of comparable communities with input from the Village. The evaluation should consider base pay, as well as other forms of direct compensations, such as stipends, merit-bonuses, longevity, etc.

3. **Meetings with Staff:** The Consultant shall conduct at least one project kick-off meeting at the start of the project to meet with senior managers regarding the project scope, expectations, and questions. The Consultant will conduct meetings with department managers as needed to discuss position requirements to ensure that salary comparisons are accurate. The Consultant shall participate in two meetings to present the draft findings to Village management team, including one meeting at the conclusion of the project to present draft findings and recommendations to Village management team, and one meeting to present final findings and recommendations to the Village Board.

**Section 3: Deliverables**

The Consultant shall provide the following project deliverables:

1. Written report summarizing findings related to the work undertaken in the Scope of Work and recommendations based on these findings that will enable the Village management team to implement a salary compensation system and best practices. The Consultant will also provide a preliminary overview of the draft findings before finalizing the report.

2. Cost impact related to adjusting positions found above or below market comparability and action plan for implementation.

3. Oral presentations summarizing findings to the Village management team and the Village Board.

4. Provide Administration of data contained in an Excel spreadsheet(s) with a Compensation Plan Desk Guide of recommendations on a go-forward basis.

**Section 4: RFQ Schedule**

The Village anticipates following the schedule described below to issue the request, reviewing quotes and completing the project:
<table>
<thead>
<tr>
<th>Phase</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release/Publish</td>
<td>March 12, 2020</td>
</tr>
<tr>
<td>Submission of Non-Binding Letter</td>
<td>March 23, 2020</td>
</tr>
<tr>
<td>Submission of Written Questions</td>
<td>March 30, 2020 by 10:00 A.M.</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>April 1, 2020 by 5:00 P.M.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 7, 2020 by 3:00 P.M.</td>
</tr>
<tr>
<td>Proposer Interview (If needed)</td>
<td>April 13-17, 2020</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>April 27, 2020</td>
</tr>
</tbody>
</table>

Each proposal response must include the following:

1. Submit Non-Binding Letter of Intent to Propose. Although not required, the Non-Binding Letter assists with the submission of additional information and addendas. If need arises, the information supplied on the letter will be used as the point of contact.
2. Completed “Acknowledgement” forms (Appendix D).
3. Narrative document which describes the Consultant’s interest in performing the work, including qualifications to perform such work.
4. The names and related work experience of each individual who will perform the work, including the project manager.
5. If a firm, a summary describing the firm and nature of the firm’s previous and current experience performing similar work for units of local government (preferably in Illinois). If an individual, a summary describing the nature of the individual’s previous and current experience performing similar work for units of local government (preferably in Illinois).
6. A list of at least three references for local government clients for which the Consultant has or is performing similar work, including client names, telephone number, and a brief statement describing the scope of work performed.
7. A statement describing any existing or potential conflicts of interest that might affect the individual or firm’s ability to perform the work.
8. Any exceptions taken to this request for quotations must be clearly identified.
9. A suggested cost of the proposed work, inclusive of reimbursement expenses, and the hourly rates of key project personnel.

Questions regarding the proposal are to be submitted by e-mail to Nicole L.E. Ang, Management Analyst, at NAng@vok.org no later than 10:00 A.M. by March 30, 2020.

Submitted proposals must have one non-bound hard copy and one bound hard copy sent to:

Nicole L.E. Ang  
Management Analyst  
419 Richmond Rd.  
Kenilworth, IL 60043

Also, please submit the proposal via e-mail to Nicole L.E. Ang, Management Analyst, at NAng@vok.org no later than 3:00 P.M. on April 7, 2020.
## APPENDIX A

**Village of Kenilworth**

**Annual Salaries and Benefits**

In compliance with Section 7.3 of the Illinois Open Meetings Act, 5ILCS 120/7.3, the Village of Kenilworth is hereby making available at its principal office at 419 Richmond Road, Kenilworth, Illinois, the current Compensation Plan for all Village employees, including total compensation packages that are equal to or in excess of $150,000 per year.

<table>
<thead>
<tr>
<th>Status</th>
<th>Job Title</th>
<th>FLSA</th>
<th>Holidays</th>
<th>Personal Days</th>
<th>Vacation Days (1)</th>
<th>Annual Salary as of 03/03/2020</th>
<th>Longevity (2)</th>
<th>Car Allowance</th>
<th>Other Benefits</th>
<th>IMRF (3)</th>
<th>Police Pension (3)</th>
<th>FICA Tax</th>
<th>Medicare Tax</th>
<th>Grand Total 2019 Salaries &amp; Benefits</th>
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<td>DNA</td>
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<td>0</td>
<td>0</td>
<td>7,040.00</td>
<td>DNA</td>
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<tr>
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<td>0</td>
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<td>7,578.56</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(1) - Vacation Days vary based on number of years employed.
(2) - Longevity is a percentage of base salary (.5% at 5 yrs service, 1% at 10 yrs service, 1.5% at 10 yrs service and 2% at 20 yrs service)
(3) - Actuarially determined amount required for employees. Employer contribution rate for IMRF is 11.34% and 106.63% for Police Pension.
IMRF employees contribute 4.5% and Sworn Police personnel contribute 9.91%.
(4) - Part-Time employees are paid on an hourly basis. Projected compensation is based on current work schedule; actual compensation may vary.
(5) - Employee salaries are based on merit with the exception of Police Officers and Dispatchers whose salary is based on an approved step-plan.

Budgeted salary increases for merit based employees is not a guarantee of a salary increase. Total salary budgeted is $1,864,648.

Some employees may receive a merit bonus. Total budgeted for merit bonuses is $39,400.

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**Request for Proposals: Compensation Study**

5 of 24
# Village of

## Employee Pay Plan

**Effective June 24, 2019**

### Full-Time Positions

<table>
<thead>
<tr>
<th>Grade</th>
<th>Position Title</th>
<th>Department</th>
<th>Salary / Hourly</th>
<th>Entry</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>400-40</td>
<td>P/W Operator</td>
<td>Public Works</td>
<td>Hourly</td>
<td>$50,303</td>
<td>$58,722</td>
<td>$67,142</td>
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<tr>
<td>500-50</td>
<td>Management Analyst</td>
<td>Administration</td>
<td>Salary</td>
<td>$42,840</td>
<td>$51,765</td>
<td>$60,690</td>
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<tr>
<td>500-60</td>
<td>Records Clerk</td>
<td>Police</td>
<td>Hourly</td>
<td>$38,500</td>
<td>$44,550</td>
<td>$50,600</td>
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<tr>
<td>600-50</td>
<td>Finance Administrator</td>
<td>Administration</td>
<td>Hourly</td>
<td>$61,292</td>
<td>$71,861</td>
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<tr>
<td>600-70</td>
<td>Sergeant</td>
<td>Police</td>
<td>Hourly</td>
<td>$79,070</td>
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<td>700-30</td>
<td>P/W Superintendent</td>
<td>Public Works</td>
<td>Salary</td>
<td>$83,000</td>
<td>$93,750</td>
<td>$104,500</td>
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<tr>
<td>700-50</td>
<td>Building &amp; Planning Div. Manager</td>
<td>Administration</td>
<td>Salary</td>
<td>$83,000</td>
<td>$93,750</td>
<td>$104,500</td>
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<tr>
<td>800-70</td>
<td>Police Chief</td>
<td>Police</td>
<td>Salary</td>
<td>$92,310</td>
<td>$112,481</td>
<td>$132,651</td>
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<td>900-00</td>
<td>Village Manger</td>
<td>Administration</td>
<td>Salary</td>
<td>Set by Village Board</td>
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### Part-Time Positions

<table>
<thead>
<tr>
<th>Grade</th>
<th>Position Title</th>
<th>Department</th>
<th>Salary / Hourly</th>
<th>Entry</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>200-10</td>
<td>Crossing Guard</td>
<td>Police</td>
<td>Salary $29.13/day</td>
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<tr>
<td>200-30</td>
<td>Community Svc. Officer</td>
<td>Police</td>
<td>Hourly $15.30/hr.</td>
<td>$21.42/hr.</td>
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<td>200-40</td>
<td>Patrol Officer</td>
<td>Police</td>
<td>Hourly $23.93/hr.</td>
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<td>200-60</td>
<td>PT Maint. Worker</td>
<td>Public Works</td>
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<td>200-65</td>
<td>Seasonal Maint. Wkr.</td>
<td>Public Works</td>
<td>Hourly $15.50</td>
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<tr>
<td>200-70</td>
<td>Beach Lifeguard</td>
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<td>$9.00/hr.</td>
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<td>200-80</td>
<td>Beach Manager</td>
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<td>$14.50/hr.</td>
<td>$19.25/hr.</td>
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3.04 Longevity Pay

All full-time employees employed prior to April 1, 2017 shall receive longevity pay according to the following schedule:

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<tr>
<th>Years</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>After 5</td>
<td>0.5% Annually</td>
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<tr>
<td>After 10</td>
<td>1.0% Annually</td>
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<tr>
<td>After 15</td>
<td>1.5% Annually</td>
</tr>
<tr>
<td>After 20</td>
<td>2.0% Annually</td>
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</table>
VILLAGE OF KENILWORTH
COMPENSATION EVALUATION

PROPOSER'S SWORN ACKNOWLEDGEMENT

_______________________________ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Proposer is organized as indicated below and that all statements herein made are made on behalf of such Proposer in support of its Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Proposer has carefully prepared, reviewed and checked its Proposal and that the statements contained in its Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Proposer is a corporation that is organized and existing under the laws of the State of __________, that is qualified to do business in the State of Illinois, and that is operating under the legal name of ______________________________________.

The officers of the corporation are as follows:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>________________</td>
<td>________________________</td>
</tr>
<tr>
<td>Vice President</td>
<td>_______________</td>
<td>________________________</td>
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<tr>
<td>Secretary</td>
<td>________________</td>
<td>________________________</td>
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<tr>
<td>Treasurer</td>
<td>________________</td>
<td>________________________</td>
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</tbody>
</table>

2. Partnership

Proposer is a partnership that is organized, existing and registered under the laws of the State of __________ pursuant to that certain Partnership Agreement dated as of ______________, that is qualified to do business in the State of Illinois, and that is operating under the legal name of ______________________________________.

The general partners of the partnership are as follows:

<table>
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<tr>
<th>NAME</th>
<th>ADDRESS</th>
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</table>
3. **Individual**

Proposer is an individual as follows:

Full name: ________________________________

Residence address: ________________________________

Business address: ________________________________

If operating under a trade or assumed name that name is:

__________________________________

4. **Joint Venture**

Proposer is a joint venture that is organized and existing under the laws of the State of ________ pursuant to that certain Joint Venture Agreement dated as of ___________, that is qualified to do business in the State of Illinois, and that is operating under the legal name of ________________________________.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<table>
<thead>
<tr>
<th>NAME (and ENTITY TYPE)</th>
<th>ADDRESS</th>
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<tbody>
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[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: ________________, 20__.

Proposer Attest

By: ________________________________ By: ________________________________

Title: ________________________________ Title: ________________________________

Subscribed and Sworn to before me on _________________, 20__.

__________________________________

Notary Public

My commission expires: ________________, 20__


PROPOSER’S SWORN WORK HISTORY STATEMENT

_____________________________ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Proposer in support of its Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Proposer has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. Nature of Business

State the nature of Bidder’s business: _________________________________________
________________________________________________________________________
________________________________________________________________________

2. Composition of Work

During the past three years, Proposer’s work has consisted of:

____% Federal Forces   ____% As Contractor   ____% Proposer’s
____% Other Public   ____% As Subcontractor   ____% Subcontractors
____% Private   ____% Materials

3. Years in Business

State the number of years that Proposer, under its current name and organization, has been continuously engaged in the aforesaid business: ___________ years

4. Predecessor Organizations

If Proposer has been in business under its current name and organization for less than five years, list any predecessor organizations:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>YEARS</th>
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</table>
5. **Business Licenses**

List all business licenses currently held by Proposer:

<table>
<thead>
<tr>
<th>ISSUING AGENCY</th>
<th>TYPE</th>
<th>NUMBER</th>
<th>EXPIRATION</th>
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</table>

6. **Related Experience**

List three projects most comparable to the Work completed by Proposer, or its predecessors, in the past five years:

<table>
<thead>
<tr>
<th>PROJECT ONE</th>
<th>PROJECT TWO</th>
<th>PROJECT THREE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT ONE</th>
<th>PROJECT TWO</th>
<th>PROJECT THREE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor (If Proposer was) (Subcontractor)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Completed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DATED: ____________________, 20__.  

**Proposer**  
By: ______________________________
Title: ______________________________

**Attest**  
By: ______________________________
Title: ______________________________

Subscribed and Sworn to before me on ____________________, 20__.  

__________________________________  
Notary Public  
My commission expires: ____________________, 20__.
VILLAGE OF KENILWORTH
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated as of the ____ day of ____________, _____, and is by and between the VILLAGE OF KENILWORTH, an Illinois municipal corporation (“Village”), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

   Consultant Name ("Consultant"): ____________________________

   Address: ________________________________________________

   Telephone No.: ____________________________________________

   Email: __________________________________________________

   Project Name/Description: _________________________________

   Agreement Amount: ________________________________

B. Project Description. The Consultant shall provide a comprehensive compensation evaluation of base pay and other forms of direct compensation for all full-time and part-time positions as more fully described in the proposal attached to this Agreement as Exhibit A ("Proposal").

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("Services") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
B. **Services.** The Consultant shall provide the Services pursuant to the term and conditions of this Agreement.

C. **Commencement; Term.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is one year after the Commencement Date ("Time of Performance").

D. **Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement, inclusive of reimbursement expenses, shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. **Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.
3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village’s approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to
all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “Confidential Information” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“Time of Disclosure”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature.
in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant’s performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

**C. Insurance.** The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $2,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant’s duty to carry adequate insurance or on the Consultant’s liability for losses or damages under this Agreement.

**D. No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

**SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village’s option, be null and void.

D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. **Compliance With Laws and Grants.**

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.
F. **Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Consultant’s receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.

I. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.
K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement (“Documents”) shall be and remain the exclusive property of the Village. At the Village’s request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology (“GIS Data”) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

   a) Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

   b) Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

   c) Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

   d) No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use thereof; and

   e) Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant’s premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.
SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043
Attention: Village Manager

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Hart M. Passman

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

________________________
________________________
________________________
________________________
With a copy to:

__________________________
__________________________
__________________________
__________________________

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

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

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any
such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A through ___ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ______ day of ________________, 20__.

**ATTEST:**

By: ____________________________  By: ____________________________
Village Clerk       Village Manager

**VILLAGE OF KENILWORTH**

**ATTEST:**

By: ____________________________  By: ____________________________

**CONSULTANT**

By: ____________________________  By: ____________________________

Title: ____________________________  Its: ____________________________
EXHIBIT A

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE SCHEDULE]