REQUEST FOR PROPOSALS

OWNER:
Village of Kenilworth
419 Richmond Road
Kenilworth, Illinois 60043

Owner will receive sealed proposals for the Work generally described as follows:

Kenilworth Streetscape Master Plan – Services for the Kenilworth Streetscape Master Plan 2021.

TO BE SUBMITTED TO Village of Kenilworth, 419 Richmond Road, Kenilworth, Illinois 60043, attention Jon Branham, BEFORE 2:30 P.M., on October 30, 2020.

INSTRUCTIONS TO CONSULTANTS

Preparation of Proposals
All proposals for the Work shall evidence the Consultant's experience with projects of a similar scope and experience designing streetscape solutions for suburban corridor areas. Proposals shall identify the key project personnel, evidence the Consultant's understanding of the project vision and describe the proposed process for obtaining public input. All proposals must indicate work load capacity and be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Questions Regarding Proposal
Proposers should submit written questions to Mr. Jon Branham at jbranham@vok.org. All proposers will receive a copy of the question and response if a Letter of Intent to Propose is received.

Clarifications
Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Consultants or prospective Consultants will be informed of said clarifications, corrections, or changes.

Letter of Intent to Propose
Non-binding Letter of Intent to Propose. The Village requests that Consultants who have an interest in proposing submit a non-binding letter to that effect by October 9, 2020. The letter should include the contact information for the person who should receive any updates or information that the Village may distribute before the submission deadline. The Notice of Intent to Propose letters should be submitted to Mr. Jon Branham at jbranham@vok.org

Delivery of Proposals
Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and Consultant's full legal name and shall be addressed and delivered to the place and before the time set forth above. One bound, one unbound and one electronic copy shall be provided. Proposals may be delivered by mail or in person. Proposals shall NOT be submitted by email. Proposals received after the time specified above will be returned unopened.

Opening of Proposals
Proposals will be publicly opened and read at the time and place specified above. Consultants, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals
No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Review of Proposals
A review team will evaluate the proposals based upon a number of factors including, but not limited to, experience designing similar projects, project team experience, demonstrated ability to utilize creative solutions, success with similar projects, proposed public input process, and ability to evidence an understanding of the Village’s vision for the Work. The Village may determine that it is necessary to hold interviews with two or more Proposers in order to award the Work.

Rejection of Proposals
Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Consultants may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the sufficiently prepared proposal upon compliance with these Instructions to Consultants.

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

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

Upon acceptance of the successful Consultant's proposal by Owner, the successful Consultant's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work. If the Consultant finds any terms of the template agreement unacceptable, those concerns shall be listed in the Proposal with an explanation of the concern.

DATED this 30th day of September, 2020.

VILLAGE OF KENILWORTH
By: /s/ Patrick Brennan
Village Manager
VILLAGE OF KENILWORTH PROFESSIONAL SERVICES AGREEMENT FOR KENILWORTH STREETSCAPE MASTER PLAN 2020

THIS AGREEMENT is dated as of the ___ day of November, 2020 ("Agreement") and is by and between the VILLAGE OF KENILWORTH, an Illinois municipal corporation ("Village") and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the 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 provide all necessary professional consulting services and to perform the work in connection with the project identified below:

[INSERT CONSULTANT FIRM NAME] ("Consultant")
[INSERT STREET ADDRESS]
[INSERT CITY, STATE, ZIP]
Telephone: [INSERT CONSULTANT TELEPHONE NUMBER]
Email: __________________

B. Project Description. The Consultant will prepare the document and provide a cost estimate for the Kenilworth Streetscape Master Plan project which is planned for the Green Bay Road Corridor (generally between Kenilworth Avenue and Roger Avenue) and more thoroughly described in Exhibit A ("Work").

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit B to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed [INSERT TOTAL NOT TO EXCEED PRICE], as outlined in Exhibit C, inclusive of reimbursable expenses as identified in Exhibit C, unless amended pursuant to Subsection 8A of this Agreement.

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 terms and conditions of this Agreement.

C. Commencement: Time of Performance. 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 (the "Commencement Date"). The Consultant shall diligently and
continuously prosecute the Services until the completion of the Work, but in no event later than _____ (INSERT DATE) ("Time of Performance"). \[NOTE: if there are intermediate phases or products to be completed by specified dates, this can be modified accordingly]\[17\]

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 billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed project cost. If the services of an outside consultant or professional are recommended/needed, those costs shall be listed separately from the Agreement Amount.

B. **Compensation Basis.** The Consultant shall be reimbursed for services performed based upon the number of hours worked multiplied by the agreed upon rate of pay for the job title of the person performing the service inclusive of reimbursable expenses up to the Agreement Amount.

C. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit C. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit C. The Village shall pay to the Consultant the amount billed within 50 days after its receipt and approval of such an invoice.

D. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

E. **Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or 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 claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

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 Exhibit B 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, reassigning, 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 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 the 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, 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: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement (“Time of Disclosure”); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) 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 (iv) 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 to 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 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. WARRANTY; INDEMNIFICATION; INSURANCE.

A. Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with the highest 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 warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys’ fees and administrative expenses, that arise, or may 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, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.

C. Insurance. Contemporaneous with the Consultant’s execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best’s Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant’s expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of 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 (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) 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 Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the 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 (i) 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 (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. 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. **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. **Patriot Act Compliance.** The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior 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 as determined as provided in Exhibit C.

G. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village Manager determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.
H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

I. 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.

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.

J. 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.

K. 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 of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.
L. **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 of the Services to complete the Work and with any other consultants engaged by the Village.

M. **News Releases, Marketing and Public Statements.** The Consultant shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager.

N. **Ownership.** Designs, drawings, plans, specifications, photos, video, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received 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.

O. **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 Work 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 Work; 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, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.
SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

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 Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail (“e-mail”). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. 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) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such 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
E-mail: pbrennan@vok.org

With a copy to:
Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Kenilworth Counsel
E-mail: hart.passman@elrodfriedman.com

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

[INSERT CONSULTANT FIRM NAME]
[INSERT STREET ADDRESS] [INSERT CITY, STATE, ZIP]
Attention: [PROJECT SUPERVISOR]
Facsimile: [INSERT CONSULTANT FACSIMILE NUMBER]
Email: 
E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant 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 this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibits A, B, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit B and the text of this Agreement, the text of this Agreement shall control.

L. **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 such rights, remedies, and benefits allowed by law.

M. **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.
Consultant Status and Assurance

Consultant's Status: ( ) _____________ Corporation ( ) _____________ Partnership ( ) Individual Proprietor
(State) (State)

Consultant's Name:

___________________________________________________________________________________

Doing Business As (if different):

___________________________________________________________________________________

Signature of Consultant or Authorized Agent:

___________________________________________________________________________________

Printed Name: ______________________

(corporate seal)

(if corporation) Title/Position:

___________________________________________________________________________________

Consultant's Business Address:

___________________________________________________________________________________

___________________________________________________________________________________

Consultant's Business Telephone: ______________________
Consultant's E-mail Address: ______________________

If a Corporation or Partnership, list all Officers or Partners:

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[SIGNATURES FOLLOW ON NEXT PAGE]
ATTEST:

By: ____________________________
    Nikki Ang / Jessica Lockwood
    Management Analyst

ATTEST:

By: ____________________________

Title: ____________________________

#1711510_v2

VILLAGE OF KENILWORTH

By: ____________________________
    Patrick Brennan
    Village Manager

CONSULTANT

By: ____________________________

Its: ____________________________
EXHIBIT A

VILLAGE PROJECT DESCRIPTION

The Kenilworth Master Streetscape Plan represents the latest effort by the Village of Kenilworth to improve its most visible and prominent corridor. As the central spine of the community, Green Bay Road hosts the vast majority of the Village’s non-residential uses, including small professional offices, services, and retail/restaurant uses. The corridor also provides direct access to Metra’s Union Pacific North community rail line and access to the Village Hall, Townley Field and Joseph Sears School.

The Village approved a Tax Increment Financing (TIF) District for the business district area in 2019, after determining that significant revitalization was needed. The business district goals are addressed in a section of the Comprehensive Plan which was adopted in 2008. The Green Bay Road Corridor Review Committee has been tasked with making recommendations for updating the goals as outlined in the Comprehensive Plan.

The primary study area for the Streetscape Plan includes Green Bay Road (Kenilworth Ave to northern Village limits) and Park Drive (Green Bay Road west to the end of the commercial area). Peripheral areas, including the Kenilworth Train Station, may be included based on their influence on issues related to the Green Bay Road Corridor, as well as their ability to support recommendations that may enhance the streetscape.

The Village is seeking a general design palette for streetscape elements, including approaches to high quality parkway treatments, paving materials, sidewalk furniture, gateway/wayfinding, pedestrian access and movement, lighting, and landscaping/screening. Best management practices should also be compatible with the existing design elements of the area. The Village expects to receive deliverables that reflect these items in a Streetscape Master Plan booklet in digital and hard copy formats. The following information is intended to further the Consultant’s understanding of the proposed project:

1. **Project Area**
   a. Green Bay Road right-of-way (Kenilworth Avenue north to the northern Village limits)
   b. Park Avenue from Sterling Road to Green Bay Road
   c. Any other adjacent areas which may impact the study

2. **Preliminary Project Timing**
   a. RFP released – September 30, 2020
   b. Notice of Intent to Propose Due – October 9, 2020
   c. Deadline for Written Questions – October 19, 2020
   d. Response to Questions – October 22, 2020
   e. Proposals Due – October 30, 2020
   f. Interview of Team – November 9-13, 2020 (if necessary)
   g. Anticipated Award Date – December 18, 2020
   h. Notice to Proceed – January 4, 2021

3. **Project Approach**
   a. The Village values public input and the proposed process must include plan for extensive public input. The proposer is likely to receive strong community engagement and there will be no shortage of feedback – some very vocal. This portion of the project will be critical throughout the process and final product. The Village’s goal is to absorb the public information and present a holistic plan, which reflects the public
vision. Proposers should provide an overview of the proposed approach for obtaining public input in sufficient detail for the project team to evaluate the proposal.

4. **Public Meetings**
   a. Proposers should anticipate a minimum of three public meetings to obtain input / feedback
   b. Proposers should anticipate a minimum of two meetings with the Village Board – one presentation of draft, second finalize revisions from first meeting

5. **Submittal Checklist**
   This list is provided for convenience and is not exhaustive. It is intended to help proposer ensure key elements are included.
   - Identification of key project staff with list of experience on similar projects
   - Description of proposed approach – sufficient detail for Village review team to weigh quality of method / approach
   - Description of proposed method of engaging public to solicit feedback
   - Proposed project timeline
   - Three references – recent similar projects
   - Description of project deliverables
     - Streetscape Master Plan
     - Standard details and specifications to deliver to contractor
EXHIBIT B

SCOPE OF SERVICES

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE PROJECT SCHEDULE]
EXHIBIT C

AGREEMENT AMOUNT

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]
EXHIBIT D
INSURANCE COVERAGES

A. Worker’s Compensation and Employer’s Liability with limits not less than:
   (1) Worker’s Compensation: Statutory;
   (2) Employer’s Liability:
       $500,000 injury-per occurrence
       $500,000 disease-per employee
       $500,000 disease-policy limit

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

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

   All employees shall be included as insureds.

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

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

   Coverage is to be written on an “occurrence” bases.

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

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

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

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

- Worker’s Compensation
- Professional Liability

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

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

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