



REQUEST FOR QUALIFICATIONS



CITY OF ELMHURST BICYCLE AND PEDESTRIAN PLAN UPDATE CONSULTING SERVICES

ISSUED: May 3, 2019

RFQ SUBMITTAL DEADLINE: May 24, 2019 @ 12:00 p.m.

**PUBLIC NOTICE
CITY OF ELMHURST
REQUEST FOR QUALIFICATIONS**

The City of Elmhurst, Illinois (209 N. York Street, Elmhurst, Illinois 60126) is issuing a request for qualifications (RFQ) from qualified consulting firms for the following project:

City of Elmhurst Bicycle and Pedestrian Plan Update

All RFQ submissions must be made in accordance with the RFQ that is on file and available for examination at City Hall at the above address and are made a part of this notice as fully set forth herein. Copies of this RFQ can be obtained in person at City Hall. Vendors may obtain copies of this Request for Qualifications, Monday – Friday between the hours of 8:30 A.M. to 5:00 P.M. (CST).

NOTES:

1. Qualification submittals for this project must be received before 12:00 p.m. (CST) on Friday, May 24, 2019 (via email submission). Each participant's statement of qualifications must be emailed to the City Representative with the subject line "**City of Elmhurst-Consulting Services for Bicycle and Pedestrian Plan Update**".
2. Questions regarding this RFQ shall be submitted in writing to Mike Litwin, Civil Engineer II, via email at mike.litwin@elmhurst.org by Monday, May 20, 2019 at 12:00 p.m. (CST). No oral clarifications or amendments to this RFQ shall be binding to the City.
3. The scope of the work includes review of existing Elmhurst Bicycle Plan, review of existing Safe Routes to School maps, and preparation of a citywide, comprehensive Bicycle and Pedestrian Plan.
4. All responsive Qualification submittals will be reviewed according to the criteria for selection requirements using a Qualifications Based Selection (QBS) process.
5. There is no express or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing qualifications in response to this request. The City reserves the right to reject any or all proposals submitted and retain all qualifications submitted.
6. Submission to the City indicates acceptance by the vendor of the conditions contained in this RFQ. Vendors are hereby notified that all information submitted as part of, or in support of, qualifications will remain confidential until the date of award; thereafter the documents will be available for public inspection in compliance with Illinois State Statutes.

CITY OF ELMHURST BICYCLE AND PEDSTRIAN PLAN UPDATE



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CONTACT INFORMATION

City of Elmhurst

209 N York Road

Elmhurst, Illinois 60126

630-530-3018

Attention: Michael Litwin
Civil Engineer II

mike.litwin@elmhurst.org

REQUEST FOR QUALIFICATIONS

INVITATION TO SUBMIT

The City of Elmhurst, Illinois is issuing a request for qualifications (RFQ) from qualified consulting teams for the following project:

CITY OF ELMHURST BICYCLE AND PEDSTRIAN PLAN UPDATE

Team Structure: The project team shall have a single lead project consultant who will be the prime contact elected to direct and coordinate the work, be responsible for the schedule, and for submitting deliverables to the City.

Deadline for Questions: Questions regarding this RFQ must be made in writing via email to Mike Litwin (mike.litwin@elmhurst.org) and submitted by May 20, 2019 at 12:00p.m. (CST).

Submittal Deadline: Qualifications submittals must be emailed to the City Representative, no later than May 24, 2019 at 12:00 p.m. (CST). Qualifications received after the closing time and date will not be reviewed and ranked.

In order to have your Qualifications considered, it must be electronically submitted as a PDF in with the submit line “**City of Elmhurst-Consulting Services for Bicycle and Pedestrian Plan Update**” to:

Michael Litwin – Civil Engineer II
Email: mike.litwin@elmhurst.org

If the size of the PDF is larger than 10 MB, the email shall include a link to a FTP site.

All responsive Qualification submittals will be reviewed according to the criteria for selection requirements using a Qualifications Based Selection (QBS) process.

PROJECT BACKGROUND

The City of Elmhurst is a home-rule municipal government unit in the near western suburbs of Chicago with a population of approximately 45,556. The City is located in DuPage County.

Elmhurst owns and maintains all streets within the municipal limits with the exception of IDOT Roads (Butterfield Road, North Ave, Lake Street, Route 83) and DuPage County Roads (Grand Avenue). Elmhurst's parks and schools are owned and maintained by other government bodies. Elmhurst Park District is responsible for the park system while Elmhurst School District 205 is responsible for one early childhood center, eight elementary schools, three middle schools, and York High School. District 205 previously prepared Safe Routes to School Walking and Bike Maps for each of the elementary and middle schools.

In 2011, the City of Elmhurst prepared and adopted the Elmhurst Bicycle Plan, a document primarily authored by Mr. Jim Mitchell as part of Masters of Urban Planning coursework at UIC. To date, Elmhurst has installed bike route signs throughout the City as proposed in the "Phase 1 Improvements" section of the Plan.

Maps/Publications

Elmhurst Bicycle Plan 2011 - <http://www.elmhurst.org/documentcenter/view/1608>

Schools and Parks - <http://www.elmhurst.org/DocumentCenter/Home/View/350>

Street Network - <http://www.elmhurst.org/DocumentCenter/Home/View/346>

District 205 Safe Routes to School - <https://www.elmhurst205.org/district/safe-routes-to-school>

Downtown Plan - <https://www.elmhurst.org/DocumentCenter/View/168/Downtown-Plan?bidId=>

Traffic Counts - <http://www.gettingaroundillinois.com/gai.htm?mt=aadt>

More than 80% of respondents to the 2016 Elmhurst Citizen Survey say they support the City building new bicycle infrastructure for recreational purposes and for children commuting to school, and 75% of respondents support building bicycle infrastructure for commuting to downtown. With this mandate, the City of Elmhurst wishes to build cycling network that will provide a comfortable and safe riding experience for riders of all ages and skill levels.

The City of Elmhurst is positioned to be a leader in suburban bicycle infrastructure. With the City's robust network of gridded streets and limited number of major arterial roadway barriers, Elmhurst has the potential to increase the mode share of cyclists for commuting to school and work. The family-friendly atmosphere and small schools nestled into neighborhoods provide the desire and opportunity to provide cycling infrastructure for children to be active and independent.

PROJECT GOALS

This Request for Qualifications is to update the previously approved Elmhurst Bicycle Plan and to incorporate a Pedestrian Plan into the same document.

The new City of Elmhurst Bicycle and Pedestrian Plan (CEBPP) will assess the existing Elmhurst Bicycle Plan, Safe Routes to School Maps, and Downtown Plan, evaluate projects that have been implemented, and evaluate whether remaining recommendations are relevant. The CEBPP will assess unmet needs and then propose and prioritize new projects in order to update the local network of cycling facilities that serve the needs of cyclists of all abilities.

The CEBPP will provide a recommended comprehensive network for cycling and pedestrian infrastructure. The recommended routes and infrastructure projects within the network shall be separated into implementable projects, each with a concept cost estimate for design and construction. The consultant shall provide recommendations on phasing of individual projects in order to build the network. The City's desire is for the new CEBPP to provide an easy understanding of each project required to build the bicycle network, including the look and feel of the project, the cost, and potential funding sources.

The CEBPP will focus primarily on infrastructure improvements that will connect neighborhoods with their local elementary and middle schools, as well neighborhoods with the City's three business districts (Downtown, Spring Street, and York/Vallette). The intention is to connect school age children with their school and with access to local businesses. The infrastructure improvement recommendations shall include enhancements of routes and intersections in order to make cycling safe for riders of all ages and abilities.

The CEBPP will provide recommendations that will be eligible for grant funding from all available sources including but not limited to the Bike Path Grant Program (IDNR), Illinois Transportation Enhancement Program (ITEP), Congestion Mitigation & Air Quality Improvement Program (CMAQ), Transportation Alternatives Program (TAP), and Safe Routes to School (SRTS).

SCOPE OF SERVICES

The consulting firm shall provide a full range of services that includes, but is not limited to, the following:

Task 1 - Detailed Work Plan and Strategy

- a. Schedule of meetings with stakeholders
 - (1) City of Elmhurst staff
 - (2) Public Works and Building Committee
 - (3) Public Affairs and Safety Committee
 - (4) Elmhurst City Centre
 - (5) Elmhurst District 205
 - (6) Elmhurst Park District
 - (7) Elmhurst Bicycle Club

Deliverables: With assistance from City of Elmhurst staff, prepare a schedule of meetings and timeline to for all other deliverables.

Task 2 – Review of existing documents

- a. 2011 Bicycle Plan
- b. Recommended Safe Routes to School Maps on District 205 website
- c. Safe Routes to School – Parent Questionnaire Data
- d. Downtown Plan
- e. Traffic Counts
- f. Crash Data – available from IDOT
- g. 5-year street paving plan (available from City of Elmhurst)
- h. Elmhurst Municipal Code
 - (1) Chapter 22.244 – Bicycle Parking Requirements
 - (2) Chapter 43 - Bicycles

Task 3 – Develop Recommended Additions/Changes to Bicycle Network and Additions to Pedestrian Network

- a. The consultant shall develop a recommended city-wide bicycle and pedestrian network. The network shall focus on connectivity and safety, with particular emphasis on connections to schools, business districts, and the Illinois Prairie Path.
- b. Recommendations for on-street and/or off-street improvements shall take into consideration the width of existing streets and right-of-way, traffic volumes, collision data, presence of on-street parking, impact to existing trees, required relocation of utilities, etc.

Deliverables: A detailed working paper and maps that identify the network to be created. The network shall be coded such that each different type of improvement is easily discernable. Illustrations or cross sections of each improvement type should be included. The paper shall include policy recommendations, including proposed revisions to the Elmhurst Municipal Code and enforcement strategies. The paper and maps will be used as the basis to seek comment from elected officials, staff, residents, and businesses.

Task 4 – Outreach Strategy – Meetings, Workshops, and Presentations

- a. Public workshops, Presentations, and meetings with stakeholders will be instrumental in reaching a consensus on final recommendations. Anticipated meetings include, but are not limited to:
 - (1) Village Staff – 3
 - (2) Public Works and Building Committee – 1
 - (3) Public Affairs and Safety Committee – 1
 - (4) Stakeholder Group Meeting (includes District 205, Park District, City Centre, Elmhurst Bicycle Club) – 2
 - (5) Community Meetings/Workshops – 2
 - (6) City Council Meeting – 1

Task 5 – Develop Implementation and Funding Strategies

- a. A strategy shall be developed to phase the recommendations, including conceptual costs for each project. The consultant shall advise the City of funding sources available for each individual recommended project. The consultant shall assist the City with identifying and developing material and data that will be required in order to secure funding.

Task 6 – Prepare Draft City of Elmhurst Bicycle and Pedestrian Plan

- a. Based on feedback from stakeholders in Task 4, the consultant shall prepare a Draft Bicycle and Pedestrian Plan for review and comment by City Staff, Public Works and Building Committee, and Public Affairs and Safety Committee.

Deliverables: Ten (15) bound copies of Draft City of Elmhurst Bicycle and Pedestrian Plan.

Task 7 – Prepare Final City of Elmhurst Bicycle and Pedestrian Plan

- b. Based on final comments from City staff and committees in Task 6, the consultant shall prepare a Final Bicycle and Pedestrian Plan.

Deliverables: Ten (15) bound copies and one electronic copy of Final City of Elmhurst Bicycle and Pedestrian Plan.

SELECTION PROCESS & TERMS/CONDITIONS

All responsive Qualification submittals will be reviewed according to the criteria for selection requirements using a Qualifications Based Selection (QBS) process.

- Responses to the RFQ: The prospective firms shall submit a response to the RFQ, which will in turn be evaluated and ranked by a committee comprised of City of Elmhurst staff. No less than two (2) of the highest-ranking firms shall then be asked to interview with the selection panel.

A recommendation for selection, along with a negotiated contract and cost from only the most qualified firm, will be presented to the Elmhurst City Council for final approval and execution. The form of professional services contract that the selected contractor is expected to execute for this project is attached as Exhibit 2.

- Submission Requirements: The RFQ shall be electronically submitted as a PDF. Lengthy submittals are discouraged.

- Submission Due Date/Time: Qualifications must be emailed to the City Representative, no later than May 20, 2019 at 12:00 p.m. (CST). Qualifications received after the closing time and date will not be reviewed and ranked.
- Reserved Rights: The City of Elmhurst reserves the right at any time and for any reason to cancel this consultant procurement process, to reject any or all proposals, or to accept an alternative proposal. The City of Elmhurst reserves the right to throw out any immaterial proposal. The City and/or staff may seek clarification from an offer at any time and respond promptly if there is cause for rejection. The City of Elmhurst reserves the right to waive any informality in any submission to the extent the City Council finds it in the best interest of the City.
- Incurred Costs: The City of Elmhurst will not be liable in any way for any costs incurred in the preparation of the statement of qualifications, proposal, or other related activities. All submissions will become the property of the City of Elmhurst once they are submitted.
- Hold Harmless: All respondents to this RFQ shall hold harmless the City of Elmhurst and any of their officers and employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present qualifications and a proposal. The City of Elmhurst reserves the right to determine, at its sole discretion, whether any aspect of the respondent's submittal meets the criteria in this RFQ. The City of Elmhurst shall have no liability to any respondent for any costs or expenses in connection with this RFQ or otherwise.

EVALUATION PROCESS

The City follows qualification based consultant selection procedures. A selection panel consisting of City of Elmhurst staff will evaluate proposals received. Following this evaluation, the panel will select the firms deemed best qualified.

Criteria for Selection: The City of Elmhurst staff will use the following criteria to evaluate and rank the submittals:

- 1) **Qualifications and Experience (50%): Submittals must include the following –**
 - a) Whether the firms(s) have the knowledge, experience, and qualifications necessary to perform and complete planning projects of this nature. **(20%)**
 - b) Whether the personnel or team assigned to this project has the knowledge, experience, and qualifications necessary to perform and complete planning projects of this nature. The assigned team must provide resumes of each member and references (at least three must be provided in the submittal for each consultant and sub-consultant). **(20%)**

c) The firm(s) and the personnel or team must demonstrative proven ability to implement plan, which includes experience in securing funding for bicycle/pedestrian infrastructure, strategies to move forward once the Plan is completed and adopted, and phase II engineering. **(10%)**

2) **Project Approach (50%)** – This refers to the firm’s recommended direction to complete the plan, including but not limited to suggested scope of services, cost control approach, outreach with project stakeholders, and available resources to complete the project. Modification or expansion of the scope of services is encouraged where the consultant feels essential elements have been overlooked by the City.

RFQ Evaluation & Ranking: The above categories will be used to evaluate the firm based on the following weight ranking worksheet.

CRITERIA	WEIGHT	RANK	TOTAL
a) Experience of Firm	20		
b) Experience of Team	20		
c) Ability to Implement Plan	10		
d) Project Approach	50		
TOTAL	MAX. 100		

SUBMITTAL FORM AND CONTENT

- Items To Be Submitted in Separate Tabbed Sections:

- 1) *Cover Letter*
- 2) *Firm Information:* Name, address, telephone number of the firm acting as the lead for the project. Also include number of years in business, principals in the firm, primary contacts, and the proposed role for each staff member in the project.
- 3) *Financial and Legal Status:*
 - a) Describe the general financial capability of the firm.
 - b) List any litigation, and any actions taken by any regulatory agency, against or involving the firm or its agents or employees with respect to any work performed within the previous ten years.
 - c) List insurance coverage that the firm has which would be applicable to the work described in this RFQ.
- 4) *Project Understanding:* State in concise terms your understanding of the project and its goals, as well as suggested scope of services. State the team's project and cost control approach in providing the highest quality service at the best value. Also note the proposed approach for outreach with project stakeholders and available resources to complete the project.
- 5) *Project Team Information:* List any partners, subcontractors or sub-consultants, which may be used as well as their roles in the project. Include primary contact information for each firm, including name, address, and phone/email.
- 6) *Project Staffing:* List personnel who will be directly involved with the project and their experience with similar type and size projects. Include resumes (maximum two pages per staff member).
- 7) *Scope of Services:* Indicate a detailed recommended scope of services and suggested tasks the City of Elmhurst should consider to meet the goals of this project. This will include, but is not limited to, the items listed in the RFQ document.
- 8) *Project Portfolio:* Listing of at least three projects in similar scope and magnitude completed by the firm within the past ten (10) years, including reference owner information.

Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

ANTICIPATED SCHEDULE

ITEM	DATE	TIME
RFQ/RFP Issued	5/03/2019	--
RFQ/RFP Submissions Due	5/24/2019	12:00 p.m.
Short List of Firms Identified and Notified	5/29/2019	--
Interviews	6/5/2019 – 6/7/2019	--
Complete Contract Negotiation with Most Qualified Firm	By 6/18/2019	--
Public Works Committee	6/24/2019	7:00 p.m.
City Council Meeting	7/1/2019	7:30 p.m.
Contract Award by City Council	7/15/2019	7:30 p.m.
Begin Evaluation (contract, insurance, legal completed)	7/22/2019	--
Task 3 – Develop Recommendations	10/3/2019	--
Task 6 – Complete Draft Plan	12/16/2019	--
Task 7 – Complete Final Plan	1/31/2020	--

APPENDIX

EXHIBIT 1 – Insurance Requirements

EXHIBIT 2 – Draft Professional Services Agreement

**CITY OF ELMHURST
BICYCLE AND PEDESTRIAN PLAN UPDATE**

EXHIBIT 1:

City of Elmhurst

Insurance Requirements

INSURANCE REQUIREMENTS

- A. **Insurance**: The Consultant shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage as specified herein, and shall provide the City with certificates of insurance as evidence of the required coverage before the City issues its written notice to proceed. Such insurance coverage shall include the following:
- i. **Worker's Compensation Insurance** in the required statutory amounts.
 - ii. **Employer's Liability Insurance** in an amount not less than \$500,000.00 for each accident/injury and \$500,000.00 for each employee/disease.
 - iii. **Commercial (Comprehensive) Liability Insurance** (including contractual liability), with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage combined single limit, and \$2,000,000.00 excess liability coverage annual aggregate personal injury/property damage combined single limit.
 - iv. **Commercial (Comprehensive) Automobile Liability Insurance**, with minimum limits of at least \$1,000,000.00 for any one person and \$1,000,000.00 for any one occurrence of bodily injury or property damage in the aggregate annually.
 - v. **Professional Errors and Omissions Insurance** with minimum limits of at least \$1,000,000.00.
 - vi. **Umbrella Liability** with minimum limits of at least \$2,000,000.00.
 - vii. Consultant agrees that with respect to the above required insurance:
 - The insurance required shall be provided by an insurance company acceptable to the City, which company shall be licensed to do business in the State of Illinois, and shall be rated no less than A+ by A.M. Best and Company.
 - The certificate of insurance submitted to the City by the Consultant shall specifically provide that the specified coverage will not be canceled or modified without at least thirty (30) days prior written notice to the City.
 - The Consultant's liability policies, as required herein, shall name the City,

its officers, employees and agents, as additional insured parties.

viii. **Indemnification:**

- To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the City, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations or any material default by the Consultant hereunder.
- Nothing contained herein shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The City's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the City harmless as set forth herein.
- Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.
- The Consultant's indemnification of the City shall survive the termination or expiration of this Agreement.
- The City agrees to include in any construction contract let for work designed by the Consultant, a provision requiring the contractor to indemnify and hold harmless the City, the Consultant, and their respective officers, agents and employees, from any liability arising from the Project.

**CITY OF ELMHURST
BICYCLE AND PEDESTRIAN PLAN UPDATE**

EXHIBIT 2:

Draft Professional Services Agreement

AGREEMENT BETWEEN THE CITY OF ELMHURST

AND _____

FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, between the City of Elmhurst, an Illinois municipal corporation with offices at 209 North York Road, Elmhurst, DuPage County, Illinois (the "City") and _____, a _____ corporation, licensed to do business in the State of Illinois, with offices at _____, _____, _____ County, Illinois (the "Consultant").

WITNESSETH:

WHEREAS, the City requires professional consulting services for _____ (the "Project"); and

WHEREAS, the Consultant has experience and expertise in matters related to the Project, is in the business of providing professional consulting services of the type and nature required for the Project, and is willing and able to perform the required services for the City; and

WHEREAS, the City has selected the Consultant to perform the required services in accordance with all legal requirements for procurement of professional services,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth, and other good and valuable consideration, the parties hereby agree as follows:

Section 1: Scope of Services.

1. The Consultant shall provide the basic services specified in Exhibit “A”, which is attached to this Agreement and made a part hereof.

2. Any project site visits which the Consultant may be required to make as part of the scope of services, during construction of the Project or installation of equipment or furnishings for the Project, shall not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor’s failure to perform its work in accordance with the contract documents.

Section 2: Notice to Proceed.

- A. Authorization to proceed with services described in Exhibit “A” shall be given on behalf of the City by the City Engineer (the “Engineer”) in the form of a written Notice to Proceed, following approval of this Agreement by the City Council.

2. In addition to the Notice to Proceed, the Engineer or the Engineer’s designee may, on behalf of the City, approve, deny, receive, accept or reject any submission, notices or invoices from or by the Consultant as provided in this Agreement.

3. The Consultant shall not perform work under this Agreement during the time that the City is performing its review of any submittal unless specifically directed to do so by the Engineer. The Engineer will issue a notice to resume work upon completion and approval of any submittals by the Consultant.

Section 3: Technical Sub-Consultants.

1. The prior written approval of the City shall be required before the Consultant hires any technical sub-consultants to complete tasks ordered by the City, which consent shall not be unreasonably withheld.

2. Any sub-consultant hired by the Consultant shall be supervised by the Consultant, and the Consultant shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the Consultant.
3. The City shall be named as a third-party beneficiary of any agreement between the Consultant and any sub-consultant.

Section 4: Time for Performance.

1. The Consultant shall commence work within five (5) business days after the City issues its Notice to Proceed. The City shall have no obligation or liability to pay the Consultant for any work performed before the date of the Notice to Proceed, unless otherwise agreed by the parties in writing.
2. Unless otherwise defined in the Scope of Services, the Consultant shall submit a schedule for completion of the Project within ten (10) days after the written Notice to Proceed, which schedule shall be subject to the approval of the City. All services hereunder shall be completed by _____, 20__, unless the term of this Agreement is extended in accordance with Paragraph D below.
3. The Consultant shall prepare and submit, in a form and at such times as may be required by the City, written status reports summarizing the nature of work performed during the preceding period, and the likely schedule for completion of the work.
4. If the Consultant is delayed at any time in the progress of the work by any act or neglect of the City, or by any employee of the City, or by changes ordered by the City, or by any other causes beyond the Consultant's control, then the sole remedy shall be an extension of time for completion. Such extension shall be that which is determined by the City in writing, after consultation with the Consultant.

Section 5: Compensation.

1. The City shall pay the Consultant for services rendered only in accordance with the provisions of this Agreement.

2. For work performed, the City shall pay a not to exceed cost of \$_____.00 for the scope of basic services set forth in Exhibit "A" attached hereto.
3. If the City requires changes in the services set forth in Exhibit "A" attached hereto, or to the plans, specifications or other documents prepared by the Consultant as part of its scope of services, the Consultant shall make such changes as additional services. The City shall pay for such additional services in accordance with the hourly rates for Consultant's staff as set forth in Exhibit "B", which is attached to this Agreement and made a part hereof. In addition, the City shall extend the completion date as required for completion of the additional work by the Consultant.
4. The City shall pay the Consultant's direct reimbursable expenses in accordance with the charges enumerated in Exhibit "C", which is attached to this Agreement and made a part hereof, on an actual cost basis, without any added markup.
 1. For all direct expenses totaling more than \$25.00, the Consultant shall include copies of receipts from suppliers for expendable materials with its invoice to the City.
 2. Consultant shall not include computer and vehicle charges as direct reimbursable expenses.

Invoices for reimbursable expenses shall be submitted no later than sixty (60) days after they are incurred, and the City shall have no obligation or liability to pay for any reimbursable expenses incurred more than sixty (60) days prior to any invoice therefor.

5. The Consultant shall submit to the City, on a monthly basis, its invoices for services rendered and allowable reimbursable expenses. Each such invoice shall summarize the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task, and the percentage completed per task.
 - A. Upon receipt, review and approval of properly documented invoices, the City shall pay to the Consultant the amounts invoiced, less ten per cent (10%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed the total compensation specified in this Agreement. The City may not deny a properly documented claim for compensation, in whole or in part, without cause.

6. Upon completion of the work by the Consultant, delivery of all plans, specifications or other documents to be prepared by the Consultant pursuant to the scope of services set forth in Exhibit "A" attached hereto, and acceptance thereof by the City, the City shall make the final payment to the Consultant.

8. The Consultant acknowledges that payment by the City of any fees due under this Agreement shall not release any rights the City may have hereunder or diminish any of the Consultant's obligations hereunder.

Section 6: Insurance.

1. The Consultant shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage as specified herein, and shall provide the City with certificates of insurance as evidence of the required coverage before the City issues its written notice to proceed. Such insurance coverage shall include the following:
 - 1 Worker's Compensation Insurance in the required statutory amounts.

 - 2 Employer's Liability Insurance in an amount not less than \$500,000.00 for each accident/injury and \$500,000.00 for each employee/disease.

 - 3 Commercial (Comprehensive) Liability Insurance (including contractual liability), with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage combined single limit, and \$2,000,000.00 excess liability coverage annual aggregate personal injury/property damage combined single limit.

 - 4 Commercial (Comprehensive) Automobile Liability Insurance, with minimum limits of at least \$1,000,000.00 for any one person and \$1,000,000.00 for any one occurrence of bodily injury or property damage in the aggregate annually.

 - 5 Professional Errors and Omissions Insurance with minimum limits of at least \$1,000,000.00.

6 Umbrella Liability with minimum limits of at least \$2,000,000.00.

2. The insurance required shall be provided by an insurance company acceptable to the City, which company shall be licensed to do business in the State of Illinois, and shall be rated no less than A+ by A.M. Best and Company.
3. The certificate of insurance submitted to the City by the Consultant shall specifically provide that the specified coverage will not be canceled or modified without at least thirty (30) days prior written notice to the City.
4. The Consultant's liability policies, as required herein, shall name the City, its officers, employees and agents, as additional insured parties.

Section 7: Indemnification.

- A. To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless, protect and defend the City, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of services of the Consultant or any sub-consultant under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of services of the Consultant or any sub-consultant hereunder, or from any breach of the Consultant's obligations or any material default by the Consultant hereunder.
2. Nothing contained herein shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The City's participation in its defense shall not remove the Consultant's duty to indemnify, defend and hold the City harmless as set forth herein.
3. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of insurance coverage herein provided.

4. The Consultant's indemnification of the City shall survive the termination or expiration of this Agreement.
5. The City agrees to include in any construction contract let for work designed by the Consultant, a provision requiring the contractor to indemnify and hold harmless the City, the Consultant, and their respective officers, agents and employees, from any liability arising from the Project.

Section 8: Standard of Performance.

1. The Consultant, its employees and any sub-consultants shall exercise reasonable skill, care and diligence in the performance of the services required under this Agreement in accordance with customarily accepted good professional practice for their respective professions. Such performance shall be to the satisfaction of the City, and shall meet or exceed the quality and standards commonly accepted in the industry.
2. All services provided by the Consultant shall be performed in a reasonably prompt manner. The Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay, and shall give the Project such priority in its office as is necessary to cause its services hereunder to be timely and properly performed.
3. If any errors, omissions or acts, intentional or negligent, are made by the Consultant or any sub-consultant, in any phase of the work, the correction of which requires additional field or office work, the Consultant shall be required to perform such additional work as may be necessary to remedy same without undue delay and without any cost to the City.
4. Acceptance of the work by the City shall not relieve the Consultant of its responsibility for the quality of its work, or for its liability for loss or damage resulting therefrom.

Section 9: Conflict of Interest

The Consultant covenants that it has no conflicting public or private interest and shall not acquire, directly or indirectly, any such interest which would conflict in any manner with the performance of its services under this Agreement.

Section 10: Ownership of Documents.

1. The Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other documents prepared for the City under the terms of this Agreement shall be properly arranged, indexed and delivered to the City.
2. The documents and materials made or maintained by the Consultant under this Agreement shall be and will remain the property of the City, and the City shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided for in this Agreement.
3. The City acknowledges that the use of information that becomes the property of the City pursuant to Paragraph B hereof, for purposes other than those contemplated in this Agreement, shall be at the City's sole risk.
4. The Consultant may, at its sole cost and expense, reproduce and maintain copies of documents made or maintained by it under this Agreement.

Section 11: Compliance with Laws.

1. The Consultant and any sub-consultants shall comply with all Federal, State and local statutes, ordinances and regulations, and shall obtain all necessary permits and other mandated approvals, whenever applicable.
2. The Consultant and any sub-consultants shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, age,

handicap, or national origin, and shall not otherwise commit any unfair employment practice. The Consultant shall comply with all provisions of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et seq.), and with all rules and regulations of the Illinois Department of Human Rights.

3. The Consultant, by its signature on this Agreement, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4).

Section 11: Modification or Amendment.

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

Section 12: Term of this Agreement.

- A. The term of this Agreement shall begin on the date the Agreement is fully executed by both parties, and shall continue in full force and effect until the earlier of the following occurs:
 1. The termination of this Agreement in accordance with the terms of Section 13 hereof; or
 2. _____, 20__, or any new date for completion of the work hereunder to which the parties may agree in writing; or

3. The completion by the Consultant and the City of their respective obligations under this Agreement, in the event such completion occurs before the completion date, as stated in Subparagraph 2 of this Paragraph.
2. The Consultant shall not perform any work under this Agreement after the expiration date, as determined in accordance with Paragraph A of this Section, and the City shall have no obligation or liability to pay the Consultant for any work performed after the Agreement's expiration or termination.

Section 13: Termination.

1. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon seven (7) days written notice to the other party; provided that in the event of the Consultant's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.
2. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement shall become the property of the City, and such documents shall be delivered to the City within fourteen (14) days of such termination.
3. Upon any termination of this Agreement, the City's liability to the Consultant shall be limited to payment of the Consultant's fees for work which was satisfactorily performed to the date of termination and any reimbursable expenses incurred up to the date of termination. Upon such termination, the City shall have no further obligation or liability for compensation of any expenses, fees or costs of the Consultant hereunder, except as provided in Paragraph D hereof.
4. In the event of any termination hereunder, the Consultant shall consent to the City's selection of another consultant of the City's choice to assist the City in any way in completing the Project. The Consultant further agrees to cooperate by providing any information requested by the City in connection with completion of the Project. Any services provided by the Consultant which are requested by the City after termination shall be compensated in accordance with the schedule of hourly fees and reimbursable expenses set forth, respectively, in Exhibits "B" and "C" attached hereto.

Section 14: Consultant as Independent Contractor.

1. The relationship of the Consultant and any sub-consultants to the City is that of independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow the City to exercise control or direction over the manner or method by which the Consultant or its sub-consultants provide services hereunder.
2. The Consultant warrants that all personnel provided by it with respect to the Project shall be employees of the Consultant. At all times during the course of performing services hereunder, the Consultant's employees shall be and remain employees of the Consultant and not employees of the City. The Consultant, and not the City, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Consultant shall defend, indemnify and hold the City harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Consultant's employees provided by it with respect to the Project. Such employees shall be deemed in all respects and at all times to be the employees of the Consultant and not of the City. The Consultant shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Consultant expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from the City any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Consultant providing services pursuant to this Agreement.

Section 15: Entire Agreement.

1. This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Consultant's services for the Project other than those contained herein.
2. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

Section 16: Assignment.

Neither the City nor the Consultant shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 17: Severability.

In the event that any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of the Agreement shall be construed as if it did not contain the particular provision and shall continue in full force, effect and enforceability in accordance with its terms, to the fullest extent permitted by law.

Section 18: Governing Law.

1. This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement.
2. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 19: Notices.

Any notice required under this Agreement shall be in writing, and shall be mailed, postage prepaid, to the following addresses and parties:

City of Elmhurst

Attention: City Manager

209 North York Road

Elmhurst, IL 60126

Attention: _____

Section 20: Failure to Enforce Breach Not a Waiver.

The parties agree that the waiver of or failure to enforce any breach of this Agreement by the other party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other party from enforcing this Agreement with respect to any other breach.

Section 21: Force Majeure.

Neither party shall be liable to the other for any delay or non-performance of their respective obligations under this Agreement if such delay or non-performance is caused by any contingency beyond their control, including but not limited to acts of God, war, civil unrest, walkouts, fires or natural disasters.

Section 22: Access to Property.

The Consultant shall make a reasonable effort to obtain access to any property of a third party which may be necessary for the performance of its obligations under this Agreement. If the Consultant is unable to obtain access to such property, the City shall be responsible for securing such access for the Consultant. In the event that the City cannot secure access, the City shall excuse the Consultant from the performance of the work which necessitated such access, and the Consultant shall have no claim to compensation for any work excused under this provision.

Section 23: Counterparts.

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

CITY OF ELMHURST

By: _____

By: _____

Its Mayor

Its

Attest: _____

Attest: _____

Its City Clerk

Its
