



Village of Buffalo Grove

Fire Plan Review Services

Request for Proposals and Contract Documents

Prepared by the Finance Department

7/16/2019

Table of Contents

REQUEST for PROPOSALS (RFP)	2
INSTRUCTIONS TO CONTRACTORS/FIRMS	4
VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS	5
PUBLIC CONTRACT STATEMENTS.....	5
SCHEDULE OF PRICES	6
Scope of Services Requested	8
Overview	8
RESPONSE REQUIREMENTS	11
PROFILE AND QUALIFICATIONS FORM.....	14
RESPONSE REVIEW AND SELECTION	16
FIRE PLAN REVIEW SERVICES	18
AGREEMENT EXHIBIT A	29
AGREEMENT EXHIBIT B	30

REQUEST for PROPOSALS (RFP)

Fire Plan Review Services

RECEIPT OF RESPONSES

Sealed Responses for Fire Plan Review Services are invited and will be received by the Village of Buffalo Grove, (hereinafter referred to as "the Village") at 50 Raupp Boulevard (Attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than **10:00 A.M. Local Time on Monday, August 19, 2019**. Responses will not be publically opened. Each Contractor shall be required to submit copies of their respective Response documents, in a sealed envelope or box, as detailed on page 4, Instructions to Contractors.

REQUEST FOR PROPOSALS PURPOSE

The Village of Buffalo Grove is soliciting proposals from qualified companies in connection with performing third party fire plan review services for the Village pursuant to Title 15 of the Buffalo Grove Municipal Code and the Life Safety Code (NFPA 101 current edition). Qualified companies shall conduct the required reviews under the direct supervision of staff trained in fire protection to a minimum of National Institute for Certification in Engineering Technologies (NICET) Level II or a State of Illinois Licensed Fire Protection Engineer

QUESTIONS

All comments or concerns regarding this Request for Proposals ("RFP") shall be addressed to the Village of Buffalo Grove Purchasing Manager, Brett Robinson, via email at brobinson@vbg.org. All such e-mails must contain "Fire Plan Review Services" in the subject line of the e-mail. This will allow for responses to go to all CONTRACTORS in the event that the question has a pertinent relevance to all those involved.

All questions must be received by **Friday August 2, 2019 at 10:00 a.m.** Central Standard Time.

For information on how to receive a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids.

HOLDING OF RESPONSES

No Response shall be withdrawn after **Monday, August 19, 2019 at 10:00 AM** without the consent of the Village, for a period of ninety (90) calendar days.

QUALIFICATION OF CONTRACTOR/FIRMS

It is the intention of the Village to award a potential contract to the most qualified or equally qualified Contractors/Firms who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Contractor to perform the work, and the Contractor shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Responses if the evidence submitted by, or investigation of such Contractor fails to satisfy the Village expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price submittal; to accept any item in the Contractor's submittal or a portion thereof; to reject any/all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Contractor's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future defects or informalities, and the Contractor should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the response. In addition to the Village's rights above, the Village reserves the right to reject any and all response if the evidence submitted by, or investigation of such Contractor fails to satisfy the Village expectations or accept any item in the Contractor's submittal or a portion thereof.

INSTRUCTIONS TO CONTRACTORS/FIRMS

1. Response documents should consist of two separate sealed submittals as described below. Each Contractor shall be required to submit one hard copy labeled original, four hard copies, and a PDF copy on a CD or USB device of:
 - a) The Response Packet consisting of Public Contract Statements (must be signed, notarized and submitted) on page 5, Response Documents as detailed on pages 12-14, and Profile and Qualifications Form on pages 15-16. Response Packets shall be labeled with the Contractor company name and be marked or endorsed:

VoBG-2019-32 – Proposals - Fire Plan Review Services

- b) The Schedule of Prices on page 6. Separate sealed envelopes or packages containing prices shall be labeled with the Contractor company name and be marked or endorsed:

VoBG-2019-32– Schedule of Prices for Fire Plan Review Services

2. The Contractor shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in such capacity.
3. Any Contractor may be required by the Village to submit additional data to satisfy the Village that such Contractor is prepared to fulfill the a Contract, if one is awarded to them.
4. Contractor shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses which may be required to complete the work and/or be required by municipal, state, and federal regulations and laws.
5. All Contractors/Firms are prohibited from making any contact with the any official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Contractor that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned Contractor hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or Manager of Firm or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or Manager of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2019.

Notary Public

Notary Expiration Date _____

SCHEDULE OF PRICES

Fire Plan Review Services

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF CONTRACTOR: _____

The undersigned, declares that it has carefully examined the Scope of Services, the Fire Plan Review Services RFP, and all other documents referred to or mentioned in the Agreement and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Agreement attached, to complete the Work titled "Fire Plan Review Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Plan Review			
	Residential		
	Plan Review Services - Sprinkler Systems, FireDetection and Alarm Systems, and Life Safety Code Review (standard 9 days)		
Item	Description	Unit	Unit Cost
1	Single Family Home - unlimited square footage	per review	
2	Single Family Home - addition up to 1000 square feet	per review	
3	Single Family Home - addition over 1001 square feet	per review	
	Plan Review Services - Sprinkler Systems, FireDetection and Alarm Systems, and Life Safety Code Review (expedited 3 days)		
Item	Description	Unit	Unit Cost
6	Single Family Home - unlimited square footage	per review	
7	Single Family Home - addition up to 1000 square feet	per review	
8	Single Family Home - addition over 1001 square feet	per review	
	Commercial, Multifamily, and Industrial		
	Plan Review Services - Sprinkler Systems, FireDetection and Alarm Systems, Fire Code and Life Safety Code Review (standard 9 days)		
Item	Description	Unit	Unit Cost
17	Commercial, Multifamily, and Industrial - unlimited square footage	per head	
18	Commercial, Multifamily, and Industrial - addition up to 1000 square feet	per review	
19	Commercial, Multifamily, and Industrial - addition over 1001 square feet	per head	
	Plan Review Services - Sprinkler Systems, FireDetection and Alarm Systems, and FireCode Life Safety Code Review (expedited 3 days)		
Item	Description	Unit	Unit Cost
22	Commercial, Multifamily, and Industrial - unlimited square footage	per head	
23	Commercial, Multifamily, and Industrial - addition up to 1000 square feet	per review	
24	Commercial, Multifamily, and Industrial - addition over 1001 square feet	per head	

Date

Phone

(Sign here)

E-mail

(Print Name)

Scope of Services Requested

Overview

A. GENERAL INSTRUCTIONS

OBJECTIVE:

The Third Party Fire Plan Review Contractor ("Contractor") shall perform fire plan review services for the Village pursuant to Title 15 of the Buffalo Grove Municipal Code and the Life Safety Code (NFPA 101 current edition). The Contractor shall ensure that the required reviews are performed under the direct supervision of staff trained in fire protection to a minimum of National Institute for Certification in Engineering Technologies (NICET) Level II or a State of Illinois Licensed Fire Protection Engineer.

SCOPE OF WORK:

- A. The Contractor shall:
1. Examine and review fire sprinkler plans, calculations and specifications for compliance with the applicable codes and the associated referenced standards adopted by the Village of Buffalo Grove.
 2. Examine and review fire alarm plans for compliance with the applicable codes and the associated referenced standards adopted by the Village of Buffalo Grove.
 3. Examine and review construction plans for compliance with NFPA 101 Life Safety Code and the associated referenced standards adopted by the Village of Buffalo Grove and the State of Illinois.
- B. The above listed reviews are not peer reviews. The work will be on an as needed basis and will be subject to an irregular schedule. The scope of work will be limited to the instructions provided by the Village of Buffalo Grove Fire Chief or his designee for each project. The Contractor will submit the findings of the plan review directly to the Village of Buffalo Grove Fire Chief and his designees. Direct contact with the applicant or the designer will not be permitted.
- C. The Contractor shall provide a method of express mail delivery service, for the receipt of plan sets, at the Contractor's expense. A method for transferring large files in either AutoCad or PDF format should also be provided by the Contractor.

PLAN REVIEW PROCESS:

The successful delivery of the plan review services requires the coordination of tasks between the Village and the Contractor. These tasks include but are not limited to:

The Village will collect all initial permit applications and construction/engineering plan documents from the customer.

The Village will submit all applications and construction/engineering plan documents to the Contractor for review. The Village shall have access to the electronic project file maintained by the Contractor throughout the duration of the plan review and inspection processes in order to monitor project progress, provide as needed customer status updates, and respond to any applicable Freedom of Information Act (FOIA) requests.

Prior to the commencement of work on any given project, the Contractor shall prepare a work order for plan review services, which will be submitted to the Village for approval.

The fees on such work order shall be calculated using a per square foot rate for each project receiving plan review services as agreed upon by both parties and reflected in the Schedule of Prices.

After Village authorization, the Contractor shall perform the initial plan review and provide a plan review letter to the Village no later than nine (9) calendar days of receipt of plan documents from the Village.

If after the initial plan review it is determined that a subsequent plan review is needed, the Contractor shall note the required plan changes in the plan review letter to the Village. The Village will communicate the necessary plan changes to the customer and acquire revised plan documents for re-submittal to the Contractor for subsequent plan review.

All subsequent plan reviews by the Contractor shall be completed no later than five (5) calendar days of receipt of revised plan documents from the Village. The first subsequent plan review shall be completed as part of the approved project work order at no additional cost. Any plan reviews beyond the first subsequent plan review shall be completed at an hourly rate as agreed upon by both parties and reflected in the Schedule of Prices.

At the completion of the plan review process, the final plan review letter from the Contractor to the Village shall be accompanied by the approved set of plans and include:

Certification by the Contractor that the approved plan(s) are in conformance with the codes as adopted by the Village, including all applicable State of Illinois statutes and codes.

Permit fees calculation sheet (form provided by Village).

(Optional) Work order for inspection services (work order must be approved by Village with signature prior to the commencement of inspections).

Upon the receipt of the approved plan documents and final plan review letter from the Contractor, the Village will issue the building permit to the customer and provide electronic copies of the permits to Contractor.

WORK FLOW - FUTURE

The Village of Buffalo Grove Community Development Department will be moving to an Enterprise Resource Planning (ERP) software for plan review and inspections. It is envisioned that all work will be assigned through this new software system.

The Contractor shall be responsible to provide their staff with a desktop computer, and i-Pad, or mobile laptop with internet access, to complete reviews, provide comments, and perform inspections. The Village of Buffalo Grove Community Development Department will provide the Contractor's staff with training on the ERP and the expected work flow.

CONTRACT TERM

The Village will enter into a three (3) year contract with one (1) possible two (2) year extension from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to ninety (90) calendar days for the purpose of securing a new contract.

TRIAL PERIOD

In the event the successful Contractor has not in the past performed satisfactory Fire Plan Review Services for the Village, a purchase order will be issued for a trial period of up to three (3) months prior to the award of the contract in order for the Village of Buffalo Grove to evaluate their services.

RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. The criteria listed below will be used in the evaluation of the written responses. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions.

Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be numbered sequentially. Proposers must also include a table of contents which indicates the section and page numbers corresponding to the information included. Pages are to be no larger than 8.5" x 11" in size, unless noted otherwise.

Submittals are to be limited to thirty pages of written material.

Please format the response with the following sections. Include all information requested. The Village prefers responses to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate the response requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

Section I – Introduction to Contractor

1. The Introduction to Fire Plan Review Firm ("Contractor") must include a brief overview of the key elements of your response. Please highlight any features or areas that differentiate your services from competitors and any specializations in solutions for local governments. Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. Other items to include in this section are location of office(s), staff size and history of organization.

Section II –Services

1. Use examples to demonstrate the Contractor's experience providing Fire Plan Review Services

- i. Service profile, a listing and brief description of all services provided by the Contractor.
- ii. Description of other services not listed in the scope of work and how those services may benefit the Village.

2. Approach to Service Delivery

Address Cleaning Standards listed in the Scope of Services, describe your approach and plan on how your firm will accomplish the requested work. Include the number of staff proposed to complete the work. Clearly list any exceptions or concerns your firm has with the requested services or timeline.

3. Work Plan

A detailed work plan similar to the Plan Review Process detailed in the Scope of Services that details the Contractor's proposed work schedule and staffing required to complete each task. Resubmitting the Plan Review Process is not acceptable.

Section III – Qualifications

1. The Contractor must be licensed to work in the State of Illinois.
2. National Institute for Certification in Engineering Technologies (NICET) Level II or a State of Illinois Licensed Fire Protection Engineer on staff.

Section IV – Resumes and Organization

1. Provide resumes for Key Contractor personnel, detail overall Fire Plan Review experience. The primary client contact and on-site Supervisor shall be clearly identified. Specifically describe the role each person will play in this project, and the percentage of their time which will be dedicated to this project.
2. Provide a team organization chart outlining team members, roles and responsibilities
3. Identify portions of the service, if any, that your firm will subcontract (one [1] page)
 - i. Company name and History of the subcontracting Contractor (one [1] page)

Section V – References

1. Please provide three (3) to five (5) recent and relevant references for the Village of Buffalo Grove to potentially contact about your service profile. (one [1] page)

Section VI – Forms and Accompanying Documents

1. Public Contract Statements (must be signed, notarized and submitted) on page 5
2. List of current affiliations, accreditations or awards that indicate a high level of service is provided to clients of the firm. (one [1] page)
3. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in Appendix A.

Section VII – Disclosures

1. Financial disclosure, basic statement of assets and liabilities showing financial condition. (one [1] page)
2. Copy of current certificate of insurance. (one [1] page)
3. Prior, pending litigation or ongoing binding arbitration with a client within last five (5) years where Contractor is specifically named in the case. (one [1] page)
4. Any matters in the last five (5) years where a claim on the firm's bond or letter of credit has been made.

SUBMISSION OF WRITTEN RESPONSES

Contractors interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village and will not be returned to the Contractors. All costs associated with submission preparation will be borne by the submitter.

PROFILE AND QUALIFICATIONS FORM

Each Contractor is required to fully answer all questions in each category listed below

All questions must be addressed by the Contractor in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Contractor ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name _____

Business Address _____

Village _____ State _____

County _____ Zip Code _____

2. Names and Titles of Two Contact People

A) _____

Phone (_____) _____ Email _____

B) _____

Phone (_____) _____ Email _____

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office

Name of Entity: _____

Address: _____

4. Type of Firm:

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Ownership
- ☐ Joint Venture
- ☐ Other ____

5. Federal Employer Identification Number _____

6. Year Firm was established _____

7. Name and Address of Parent Company: (if applicable) _____

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the Response Packet as part of your submittal.

Date _____

(Sign here) By _____

(Print Name) _____

Title _____

E-mail _____

RESPONSE REVIEW AND SELECTION

The Village will establish a Project Evaluation Team to review and evaluate the written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references, which will also be evaluated. The Village reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Village to do so.

Contractor Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Contractors. If the Evaluation Team deems it necessary, finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will proceed with the top-ranked firm.

Evaluation Breakdown

All responses will be ranked in four categories: Services, Qualifications and Experience, References and Resumes, Affiliations and Accreditations. Each category will then be weighted as shown below.

Any response that substantially fails to meet the requirements set forth in the Instructions to Contractors or the Response Requirements may not pass on to the point value evaluation step.

- Services – 40%
- Qualifications and Experience – 20%
- References and Resumes – 5%
- Affiliations, Awards and Accreditations – 5%

Once all submittals have been reviewed, the Schedule of Prices will be opened. The final category Cost will be taken in consideration in order to complete the selection process.

- Cost – 30%

All Contractors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Contractors are capable of offering to the Village.

Development of an Agreement

The Village intends to negotiate an agreement for Fire Plan Review Services. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Contractor selection, negotiations with the next-ranked Contractor may be initiated. The Village intends to generally include the (terms set forth in Appendix A. Note any exceptions to the language in the Appendix A in your RFP response. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in Appendix A.

RFP Schedule

Task	Timeline
Issue RFP	July 19, 2019
Questions due	August 2, 2019
Proposals due	August 19, 2019
Evaluation Committee Meets	Late August
Interviews with qualified Contractors*	September 9-10, 2019
Award of Agreement *	September 16, 2019

*The schedule may be modified by the Village if it is deemed to be in the best interests of the Village.

APPENDIX A.
VILLAGE OF BUFFALO GROVE
FIRE PLAN REVIEW SERVICES

Fire Plan Review Services Agreement (the “**Agreement**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ a (hereinafter the “**Contractor**”) on this _____ day of _____, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Agreement with the Village and the Village wishes to enter into this Agreement with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Agreement **Exhibit A** (the “**Work**”) which is incorporated into the Agreement by this reference.

ARTICLE II - AGREEMENT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Agreement Exhibit A – Description of the Work

Agreement Exhibit B – Schedule of Prices

If any term or provision of this Agreement shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - AGREEMENT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Agreement as detailed in **Agreement Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Agreement, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Invoice with cost per facility

All payments under this Agreement must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Agreement are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Agreement. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – TERM and TERMINATION

The Village will enter into a three (3) year contract with two (2) possible two (2) year extensions from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to ninety (90) calendar days for the purpose of securing a new contract.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor 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 B.

ARTICLE VI – ESCALATION

Written requests for price revisions after the first three year period shall be submitted at least sixty (60) calendar days in advance of the anniversary of the Effectivet Date. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Agreement and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 24-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 2.5% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Fire Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Agreement and the Work.

ARTICLE IX – INSURANCE

A. LIMITS OF INSURANCE – For the entire duration of this Agreement, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.
4. **Builders Risk Property Coverage** – The Contractor shall maintain builders risk property coverage insurance in an amount equal to the sum of payments under Article III owed to the Contractor.

ARTICLE IX – INSURANCE (cont.)

B. REQUIREMENTS FOR ALL INSURANCE – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Village, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. SELF INSURANCE DEDUCTIBLES - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. PRIMARY COVERAGE AND NO CONTRIBUTION – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

E. INDEMNIFICATION AND KOTECKI CAP WAIVER – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

F. INSURANCE OF SUBCONTRACTORS – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

G. CANCELLATION CLAUSE WITHIN INSURANCE – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

ARTICLE IX – INSURANCE (cont.)

H. CERTIFICATES OF INSURANCE – The Contractor, and any applicable subcontractor, must provide to the Village certificates of insurance providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the Village reserves the right to request fully certified copies of all insurance policies and endorsements. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 or CG 2026.

I. RETENTION OF PAYMENTS – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Agreement if, in the Village’s sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

J. PROFESSIONAL LIABILITY

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, contractor): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Agreement and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Agreement for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
ATTN: Purchasing Manager

Cc: brobinson@vbg.org
Cc: pbrankin@schainbanks.com

IF TO THE CONTRACTOR:

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Fire Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Fire Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Fire Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Fire Chief, and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Fire Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Fire Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Fire Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Fire Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Fire Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Fire Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Agreement to any person, firm or corporation without written consent of the Fire Chief or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Agreement:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Agreement;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Agreement; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Agreement.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Agreement.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Agreement is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Agreement shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Agreement.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Agreement is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Agreement may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Agreement, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Agreement, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement.
- D. NO THIRD PARTY BENEFICIARIES** – This Agreement does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Agreement shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Agreement supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Agreement is adjudicated invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME**
Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday

J. COUNTERPARTS – This Agreement may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

AGREEMENT EXHIBIT A

[Description of the Work]

AGREEMENT EXHIBIT B

[Schedule of Prices]