



# VILLAGE OF GLENCOE REQUEST FOR PROPOSALS

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## Response Submission Information

**Project Name:** Plan Review and Inspection Services

**RFP Number:** 17-001

**Due Date:** May 1, 2017

**Time:** 4:30 P.M. CST

**Attention:** David Mau, P.E.

**Department:** Public Works Department

## Request for Proposal Response

Company:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPOSAL ON:** Plan Review and Inspection Services, per the specifications herein.

**NOTE TO PROPOSERS:** Any and all exceptions to these specifications **MUST** be clearly and completely stated in writing on the proposal sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified.

## **GENERAL TERMS AND CONDITIONS**

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### **Section 1: Intent**

It is the intent of the Village of Glencoe (“**Village**”) to contract with a consultant (“**Offeror**”) for all necessary labor, equipment and services to complete plan review and building, electrical, fire and plumbing inspection (“**Services**”) for the Village of Glencoe.

### **Section 2: Inspection and Examination**

Each prospective Offeror shall, before submitting its Offeror's Proposal, carefully examine the Request for Proposal including the Agreement. Each prospective Offeror shall inspect in detail the project scope, and shall familiarize themselves with all local conditions affecting the Agreement, and the Work.

### **Section 3: Form of Proposal**

Proposals shall be made in accordance with submittal requirement outlined in Section 5 of this document. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents.

### **Section 4: Execution of Proposal**

Proposals shall be signed by an Authorized Officer or Agent of the Offeror. If the Offeror is a corporation, the proposal shall bear the name of the corporation, and be signed by the President and Secretary of the corporation. Should the proposal be signed by an Officer(s) other than the President and Secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such Officer(s) to bind the corporation.

### **Section 5: Submission of Proposal**

Five (5) copies of the proposal shall be submitted by mail, or delivery to the Village of Glencoe, Public Works Office, Glencoe Village Hall, 675 Village Court, Glencoe, Illinois, 60022 by the specified closing time for receipt of the proposals.

Proposals shall on the outermost envelope include the following description: Proposal for Village of Glencoe Plan Review and Inspection Services.

Where proposals are sent by mail or courier service, the offeror shall be responsible for their delivery to the Resident Services Counter at the Glencoe Village Hall prior to the designated date and hour for receipt.

### **Section 6: Withdrawal of Proposal**

Proposals may be withdrawn prior to the time designated for the closing of receipt of proposals by written request. Offerors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

### **Section 7: Evaluation of Proposal**

The Village intends to select a Consultant that furnishes satisfactory evidence that it has the requisite experience, ability, resources and staffing to enable it to successfully perform the scope of services requested. In making the determination as to whether to select a Consultant the Village will consider the following factors (listed in no particular order):

- Proposals should include the resume of the firm, location of the firm, references from past and present clients, description of projects of similar scope and experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, and project task schedule.
- The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one proposal to any other offeror. The Village reserves the right to request the offeror provide additional information during this process.
- The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the RFP and the offeror's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the Village as contractually binding on the successful offeror.
- The Village may select the proposal which, based on ability to meet the criteria, appears to be the most advantageous, and who is best qualified to perform in accordance with the terms and conditions of the Agreement.

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

### **Section 8: Award of Agreement**

- A. Reservation of Rights. The Village reserves the right to accept the Offeror's Proposal that is, in their judgment, the best and most favorable to the interests of each of the Village and the public; to reject any and all Offeror's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Offeror's Proposals when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Offeror; and to waive irregularities and informalities in the bidding process or in any Offeror's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Offerors should not rely upon, or anticipate, such waivers in submitting their Offeror's Proposals or until the Village affirmatively and in writing reject such Offeror's Proposal.
- B. Time of Award. It is expected that the award of the Agreement, if awarded, will be made within 30 days following the opening of the Offeror's Proposals. Should administrative difficulties be encountered after the opening of the Offeror's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 30 day period, the Village may accept any Offeror's Proposal for which the date for acceptance has been extended as provided in Section 7 of these General Instructions to Offerors in order to avoid the need for re-advertisement. No Offeror shall be under any

obligation to extend the date for acceptance of its Proposal. Failure of one or more of the Offerors to extend the date for acceptance of its Offeror's Proposal shall not prejudice the right of the Villages to accept any Offeror's Proposal for which the date for acceptance has been extended.

### **Section 9: Notice of Award; Effective Date of Award**

If the Agreement is awarded by the Village, such award shall be effective when a Notice of Award in the form included in this Request for Proposals has been delivered to the successful Offeror. The Village will prepare two copies of the Agreement based upon the successful Offeror's Proposal and will submit them to the successful Offeror with the Notice of Award.

### **Section 10: Other Terms**

#### **1. No Collusion**

Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Agreement, colluded with any other party, then Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void.

#### **2. Engagement Term**

The Offeror further understands and agrees that if their proposal is accepted, the individual will enter into an engagement with the Village to provide the services within fifteen (15) days ("**Commencement Date**") of receiving notice of the selection. The Agreement shall be in effect for a two (2) year period from the date of the award. The Agreement may be renewed for two (2) additional one (1) year periods, subject to acceptable performance by the Consultant, by mutual agreement of the Village and the Consultant. At the end of any contract term, the Village of Glencoe reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new Consultant in place.

Consultant will be permitted to increase the rates and charges that comprise the Agreement Price each year on the anniversary of the Commencement Date by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor between January 15 of the preceding calendar year and January 15 of the current calendar year; provided, however, that no increase in the Agreement price shall exceed 2%. The Consultant must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the anniversary of the Commencement Date.

#### **3. Payment**

All payments for the Services will be made by the Village in conformance with the requirements of the Local Government Prompt Payment Act (50 ILCS 505). The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Consultant, if necessary. The Village will not reimburse or assist Consultant in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Consultant. Consultant shall be required to reimburse the Village for any such taxes paid. Failure of Consultant to comply with the provisions of this Section shall entitle the Village to withhold or recover from Consultant the costs thereof.

#### **4. Hold Harmless**

The Consultant agrees to indemnify, save harmless and defend the Village of Glencoe and its elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the Service covered by this project. The foregoing indemnity shall apply except if such injury is caused by the willful and wanton conduct of the Village of Glencoe its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

### **Offerors Proposal**

#### **Section 1: Background**

The Village of Glencoe is a community of 8,723 residents located along Lake Michigan. The Village is 3.78 square miles, and is completely built out, comprised of primarily single family residential homes. There are three commercial areas, with the largest and most active being the downtown business district. In terms of transportation, the Village is served by Pace, Metra (one station in the Village), and the Edens Expressway. Glencoe is a non-home rule, special charter municipality and is governed by a Village Board composed of a Village President and six Trustees, all of whom are elected at large. The Village's annual fiscal year begins on March 1. Day-to-day operations are overseen by the Village Manager.

The Village's Community Development Division is within the Public Works Department. Functions of this Division include plan review, permitting, and inspection services for all residential and commercial development, as well as the review for compliance with all applicable building codes and permit regulations. Division staff responds to all building and zoning inquiries, including proposed commercial redevelopment and subdivisions. Reference Attachment B for 2014-2016 building permit activity, and Attachment C for a process flow chart for new single-family development.

Office Hours: Monday – Friday from 8 a.m. – 4:30 p.m.

Inspection Hours: Currently, there are two timeslots offered for inspections Monday – Friday: (1) Morning inspections occur between 9 – 10 a.m. and (2) Afternoon inspections occur between 1 – 2 p.m.

At present, the Community Development Division functions with the following staff:

In-house: 1 full-time Building and Zoning Administrator, 1 full-time Planning and Development Administrator, 1 full-time Civil Engineer, 1 full-time Receptionist/Cashier<sup>1</sup>, and 1 full-time Office Coordinator<sup>1</sup>. Fire, life safety, water, and sewer inspections are completed in-house with personnel from other divisions.

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<sup>1</sup> The Receptionist/Cashier and Office Coordinator Positions provide the 'permit clerk' functions to the Division, in addition to other front desk reception duties.

Contractual: 1 Plumbing Inspector, 1 Health and Sanitation Inspector, and 1 Fire and Life Safety Code Review Consultant (for large-scale development projects).

The Village has recently adopted updates to the following codes (with limited local amendments):

- 2015 International Code Council (ICC) Building, Residential, Mechanical, Plumbing and Fire Codes
- 2014 National Fire Prevention Association (NFPA) Electric Code
- 2015 NFPA Life Safety Code
- 2015 Illinois Energy Conservation Code
- 2013 U.S. Public Health Service Food Code
- Illinois State Plumbing Code

### **Section 2: Scope of Services**

The Village is soliciting Proposals to enter into an agreement with a Consultant to provide full plan review and inspection services. For the detailed Scope of Services please reference **Attachment B**. Generally these services shall include:

- A. Plan Review – single/multi-family/commercial development
- B. Building and Electrical Inspections
- C. Plumbing Inspections
- D. Fire/Life Safety Inspections
- E. Code Enforcement Services
- F. ROW and Utility Inspections
- G. Miscellaneous Terms
  - a. Day-to-day tasks will be assigned by Village staff.
  - b. The Consultant's local manager or supervisor shall report to the Director of Public Works or designee. The Consultant's local manager or supervisor shall have weekly status meetings with the Director of Public Works or designee to discuss the services provided and evaluate any problems.
  - c. If the Village requests a Consultant's employee be replaced, the Consultant will replace the employee with a qualified person immediately.
  - d. Consultant is responsible for ensuring that all staff assigned to the Village obtain/maintain any certifications required to provide the Scope of Services.
  - e. The Village may ask the Consultant to perform work not included in the contract or Scope of Services. A written change order with a budget cost shall be agreed to by both parties in advance of the work.
  - f. The Consultant shall bill the Village monthly, and provide an overall monthly report in formats approved by the Village.
  - g. If an employee of the Consultant is off work for any reason, at the Village's discretion, the Consultant shall replace with a substitute employee to fill that position. The Consultant is responsible for ensuring that any substitute employees it provides are fully trained on the Village's practices, procedures and requirements.
  - h. The Consultant shall provide input on business process improvements at the request of the Village.

**Section 3: Proposal Selection Schedule**

<b>Phase</b>	<b>Anticipated Date</b>
Issue request for proposals	April 14, 2017
Deadline for clarification and questions	April 21, 2017
Proposals due	May 1, 2017
Proposer interviews (if necessary)	May 3-4, 2017
Recommendation made to Village Board	May 18, 2017
Award	May 19, 2017
Commencement of Work	May 29, 2017

**Section 4. Submittal Requirements**

The following information shall be included in the response to this Request for Proposal:

1. **Introduction** – A statement expressing interest in providing the services requested signed by an officer of the firm authorized to negotiate on behalf of the firm. A brief description of the firm along with any proposed sub-consultants, if applicable. Include information on local office and mobilization locations.
  
2. **Service Approach** – This section should include:
  - A description of the Consultant’s understanding of the Services;
  
  - A description of how the Consultant will approach this project, demonstrating the exact type and nature of the offeror’s proposed services and how they accomplish the objectives of the work, as well as the ability to rapidly respond to the needs of the Village.
  
  - A detailed outline of the tasks associated with each element of the scope of services described above including any additional tasks that the Consultant may choose to identify and describe;
  
  - A narrative describing the role of and introducing each key individual in the firm’s organization that will be actively involved in the performance of services requested herein. Provide an organization chart showing functional relationships between the Proposer, sub-consultants (if any) and the Village. Show the lines of communication authority and assigned responsibility.
  
3. **Statement of Availability** – Statement of availability of the firm to undertake this project.
  
4. **Similar Project Experience** – Please provide a list of all municipal client references. The proposer shall include contact names and titles, name of agencies, telephone numbers, e-mail and mailing addresses. The Proposer shall also include the name of the project manager/lead that was responsible for each of the reference clients.
  
5. **Cost of Services** – This refers to the proposed contract fee. The Offeror shall propose hourly rates as described in Attachment A, and may provide a proposed alternative cost structure, if

such cost structure is deemed to be advantageous to the Village (i.e. lump sum monthly or weekly fee, per inspection, percentage of building permit fees).

**6. Five bound (5) copies of the proposal must be submitted.**

**Section 5. Insurance**

The Consultant shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. The cost of such insurance shall be paid by the Consultant. Insurance shall meet or exceed the following unless otherwise approved by the Village.

**B. Minimum Levels of Insurance**

1. Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability Insurance: \$2,000,000 shall be maintained to respond to claims for damage due to the Consultant's errors and omissions.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Illinois.

**C. Other Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
  - a. The Village, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees or volunteers.
  - b. The consultant's insurance shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.



- d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

- a. Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Village.

3. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a current Bests' rating of A- or better, or with an insurer acceptable to the Village.

4. Verification of Coverage

- a. Consultant shall furnish the Village with certificates of insurance and copies of actual insured endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Village, its officials, employees and agents as "additional insureds" except for coverages identified above. The certificates are to be received and approved by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies at any time.

**Section 6. Instructions**

Questions regarding the proposal document may be directed to the following:

Adam Hall  
Management Analyst  
Phone: 847.461.1115  
Fax: 847.835.4234  
E-mail: [ahall@villageofglencoe.org](mailto:ahall@villageofglencoe.org)

## ATTACHMENT A – BID PROPOSAL

**Offeror – Base Bid Proposal**

The offeror shall propose hourly rates as described below.

**Plan Review Pricing**

In the Resource Costs table, for each Plan Review resource, enter the resource title, name of resource, the estimated number of hours required to conduct the Plan Reviews and the fully-loaded hourly cost for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Estimated Annual Cost
<b>TOTAL</b>				

**Building and Electrical Inspection Pricing**

For each inspection resource, enter the resource title, name of resource, the estimated number of hours required to perform inspections and the fully-loaded hourly rate charged for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Estimated Annual Cost
<b>TOTAL</b>				

**Plumbing Inspection Pricing**

For each inspection resource, enter the resource title, name of resource, the estimated hours to perform inspections, and the fully-loaded hourly rate charged for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Estimated Annual Cost
<b>TOTAL</b>				

**Code Enforcement Pricing**

For each inspection resource, enter the resource title, name of resource, the estimated hours required to perform inspections, and the fully-loaded hourly rate charged for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Estimated Annual Cost
<b>TOTAL</b>				

**Fire and Life Safety Inspection Pricing**

For each inspection resource, enter the resource title, name of resource, estimated hours required to perform inspections, and the fully-loaded hourly rate charged for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Annual Cost
<b>TOTAL</b>				

**Utility/ROW Inspection Pricing**

For each inspection resource, enter the resource title, name of resource, estimated hours required to perform inspections, and the fully-loaded hourly rate charged for this resource.

**Resource Costs**

Resource Title	Name of Resource	Estimated Hours	Hourly Rate	Annual Cost
<b>TOTAL</b>				

Service	Total Estimated Hours	Total Estimated Cost
Plan Review		
Building and Electrical Inspections		
Plumbing Inspections		
Code Enforcement		
Fire-Life-Safety Inspections		
Utility/ROW Inspection		
<b>Estimated Totals</b>		

Offeror – Alternate Bid

Offeror may provide a proposed alternative cost structure, if such cost structure is advantageous to the Village (i.e. lump sum monthly or weekly fee, per inspection or plan review fee, percentage of building permit fees).

## ATTACHMENT B – SCOPE OF SERVICES

<b>Plan Review Requirements</b>
<b>General - Applies to all review types</b>
Document all work including review notes, deficiencies, permit status and contacts with customers.
Prepare a written copy of the plan review and re-reviews for the permit file.
Update file for received, reviewed, re-reviewed and approval dates throughout process.
Confirm all required documentation has been submitted prior to reviewing plans.
Apply all building, safety, electrical, plumbing, mechanical, and energy code regulations including code amendments to plans.
Forward review/ re-review to the permit contact and answer questions for applicant/ contact/ property owner/ architects/ contractors.
Respond to inquiries and attend meetings with contacts, architects, builders, and their clients.
Re-review plans as needed (multiple iterations).
<b>Residential - Single Family / Detached / Accessory</b>
Apply code regulations including structural and building construction to plans.
Plan review for accessory structures, e.g. deck, shed, detached garage, swimming pool, etc.
<b>Commercial/ Multi-family/ Public Buildings</b>
Apply building code regulations including structural, building construction, safety, exiting and egress, fire requirements, and material requirements to plans.
Apply applicable accessibility code regulations to plans.
Confirm a full set of Illinois Structural Engineer Sealed Structural Calculations are provided for structural members on the entire building or any structural alterations.
Apply Fire Code regulations including construction, life safety, and fire protection requirements to plans.
Coordinate with Fire Inspection Team on fire review and inspection.
Coordinate the review of the plans for electrical, plumbing, and mechanical with the appropriate inspector.
Coordinate with Village Sanitarian on plan reviews of food service establishments when applicable.
<b>Quality Control</b>
Audits of plan reviews will be performed by Village Staff on all plan reviews prior to release to the applicant until Village Staff is comfortable with progress of review performance.
Regular audits of plan reviews will be performed by Village Staff on selected permit applications after issuance.
<b>Resources</b>
Provide tools necessary to complete review (e.g. scales, rulers, calculators, cell phones, planimeters, (possible vehicles), etc.).
Dress appropriately when working on behalf of the Village.
Ensure inspector has a valid driver's license (as it relates to travel outside of the office).
<b>Additional Requirements</b>
Plan Review must be performed by qualified plan reviewers who have the ICC certification or State license appropriate for the type of review being performed.

Village staff to approve plan reviewers working in the Village.
Notify Village staff when plan review or re-review exceeds the standard review time for typical permit types or when the permit is not approved at the 2nd review (1st re-review).
<b>Metrics</b>
100% of all plan reviews are provided within specified turnaround times as follows: - Residential and small commercial initial review - no more than 5 business days - Large residential or commercial initial review - no more than 10 business days - Re-reviews - no more than 5 business days
100% of all plan reviews and contacts are documented in coordination with Village staff.
Provide a detailed monthly spread sheet that identifies the number of reviews performed, application number, and status of review (e.g. approved, approved as noted, awaiting applicant response, denied).
Responsible plan reviewer shall have reviewed all aspects and be capable of assisting applicant with each plan review aspect.
Consultant should process reviews with internal review team members for coordination and consistent application of code requirements.
Standardize plan review language between Village Staff and various Consultant reviewers.
<b>Plumbing Inspection Requirements</b>
<b>Perform Plumbing Inspections</b>
Perform rough and final plumbing inspections for residential and commercial properties.
Perform plumbing inspections in compliance with all rules, regulations, laws, and ordinances of the local municipality, federal, state and local as well as applicable industry standards.
Commercial Final inspections are to be coordinated with the staff Business Services Team.
Verify inspection services provided are in full compliance with the adopted codes of the local municipality, the State of Illinois and Federal Codes.
Inspect underground plumbing.
Inspect rough plumbing per story or unit for commercial properties.
Inspect final plumbing per story or unit for commercial properties.
Verify all work is being performed to the Village approved plans on site, applicable codes and local amendments.
Witness and certify the functionality of all plumbing.
Verify certification of backflow devices.
<b>Maintain Records</b>
Record all inspection information in coordination with Village staff.
Provide the customer and Village staff with all detailed inspection reports (emailed the same day as the inspection).
Maintain records of internal audit process or program and provide to the Village upon request.
<b>Coordinate</b>
Interact with the public in a polite and courteous manner.
Meet with Village staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.
Contact the Village immediately in writing when discussions with customers (i.e. public, municipal staff, builders, contractors, homeowners) show signs of escalation.

Provide corrective action options and information about codes and compliance on building problems to builders, contractors, and homeowners.
Coordinate with Village staff upon discovery of life safety property maintenance violations in the field.
Commercial final inspections are to be coordinated with staff Business Services Team.
<b>Resources</b>
Provide protective boots, clothing, eyewear, and gloves.
Dress appropriately and display local Village approved photo id badge while working on behalf of the Village.
Ensure inspector has a valid Illinois driver's license.
Provide cell phones, cars, and any tools necessary to test or measure.
<b>Additional Requirements</b>
Inspectors are expected to perform inspections 5 days a week; There is no guaranteed minimum amount of inspections per day. The Village is billed for the actual inspection time. Inspection times do not include travel to and from the site.
Inspections must be performed by qualified Inspectors who have the ICC certification or State license appropriate for the type of inspection being performed.
Inspections to be scheduled and performed the following day as assigned.
The Village has the option to approve inspectors working in the Village. Inspectors cannot be changed without Village approval.
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to the Village.
When not approving an inspection may result in an open excavation to remain overnight, life safety concern, or significant financial impact, the Village staff should be immediately notified. The inspector is required to perform the re-inspection the same day unless otherwise directed by the Village staff.
When the same inspection is not approved two times (for any reasons), the Village staff shall be immediately notified.
<b>Metrics</b>
100% of all scheduled inspections are performed within the scheduled time (next day if requested).
100% of all inspections are documented in coordination with Village staff.
The inspection report language shall conform to the Village standards.
<b>Building and Electrical Inspection Requirements</b>
<b>Perform Building &amp; Electric Inspections</b>
Perform building, accessibility, and electrical system inspections on new and existing commercial and residential construction projects for compliance to the Village approved plans, and applicable codes.
Inspect the site development including construction fence, tree protection, temporary driveway access, and signage. Document surrounding site conditions (document existing conditions such as any street, sidewalk damage etc.).
Comply with the site development checklist.
Inspect the footing and foundation system, any and all underground plumbing, sanitary, and electrical services. Verify cold weather masonry and concrete pour protection practices are being used, if applicable.
Inspect the drain tile, sump connection, discharge location, and foundation backfill.
Verify all work is being performed to the Village approved plans on site, applicable codes and local amendments.



Verify there is an approved spot survey before inspecting the framing or any above ground work.
Inspect the structural elements of the building including all interior and exterior walls, floor assemblies, ceiling assemblies, columns, beams and/or girders, roof systems, anchors, for compliance to the approved plans, applicable codes and local amendments.
Inspect the fire stopping for concealed space stopping and through penetration fire-stopping systems.
Inspect the masonry base flashing, window flashing, weep holes, and ties.
Inspect the rough electrical, plumbing and mechanical systems for compliance to the approved plans, applicable codes, and local amendments.
Inspect the electrical devices including CT-cabinets, switchgear, meters, and transformers.
Inspect electrical grounding and bonding systems.
Inspect rough and final electrical in slab wiring, walls, ceilings, floors, parking lots etc.
Inspect commercial and residential underground and overhead service laterals.
Inspect generator installations in residential and commercial properties.
Inspect electrical services.
Witness and certify the functionality of all electrical, plumbing and mechanical HVAC systems.
Inspect insulation fire and draft stopping systems.
Inspect means of egress components, emergency lightings, exit signs, and final occupancy; coordinate with Fire Inspection Team.
Verify inspection services provided are in full compliance with the adopted codes of the Village, the State of Illinois and the federal government.
Review project specifications and plans for building construction, mechanical and electrical systems.
Determine all work conforms to applicable building, plumbing, mechanical and electrical codes, as well as energy conservation, Illinois Accessibility Code and ADA requirements.
Inspect water service installation and witness water service flush as assigned.
Be available 24/7 to perform after-hours emergency inspections (fires, floods, weather, etc.) as assigned.
<b>Maintain Records:</b>
Enter all inspection information in coordination with Village staff.
Provide the customer and Village staff with all detailed inspection reports emailed the same day as the inspection.
Maintain records of internal audit process or program and provide to the Village upon request.
<b>Coordinate:</b>
Interact with the public in a polite and courteous manner.
Meet with the Village staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.
Contact the Village staff immediately when discussions with customers (i.e. public, Village staff, builders, contractors, or homeowners) show signs of escalation.
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners
Coordinate with Village staff when finding any life safety property maintenance violations in the field.
Commercial Final inspections are to be coordinated with staff Business Services Team.
<b>Resources:</b>
Provide protective boots, clothing, eyewear, and gloves.

Dress appropriately and display local municipal approved photo id badge while working on behalf of the Village.
Ensure inspector has a valid driver's license.
Provide inspectors' electronic devices, vehicles, and any tools necessary to test or measure.
<b>Contract Points:</b>
Inspectors are expected to perform inspections five days per week. The Village is to billed for the actual inspection time, excluding travel to and from the site.
Inspections must be performed by qualified inspectors who have the ICC certification or State license appropriate for the type of inspection being performed.
Inspections to be scheduled and performed the following day.
The Village has the option to approve inspectors working within the Village. Inspectors cannot be changed without the Village approval.
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to the Village.
When not approving an inspection may result in an open excavation to remain overnight, life safety concern, or significant financial impact, the Village staff should be immediately notified in writing. The inspector is required to perform the re-inspection the same day unless otherwise directed by Village staff.
When the same inspection is not approved two times (for any reasons), the Village staff shall be immediately notified in writing.
<b>Metrics:</b>
100% of all scheduled inspections are performed within the scheduled time (next day if requested).
100% of all inspections are documented in coordination with Village staff.
The inspection report language shall conform to the Village's standards.
<b>Fire - Life Safety Inspection Requirements</b>
<b>Perform Fire/ Life Safety Inspections:</b>
Perform fire and life safety inspections on commercial and/or multi-family properties per the Village requirements, applicable codes and local amendments as assigned.
Perform sprinkler (hydrostatic and/or pneumatic) inspections.
Perform grease duct weld inspections (type 1 hoods).
Perform clean agent inspections.
Perform fire pump inspections.
Perform rough and final fire sprinkler and standpipe inspections.
Perform rough and final fire alarm inspections.
Perform open ceiling inspections.
Perform exit sign, emergency lighting, and shunt trip inspections.
Perform kitchen fire suppression inspections.
Perform special event inspections as assigned.
Perform final fire inspections for a certificate of occupancy.
Review and approve firework permit applications as assigned.
<b>Maintain Records:</b>
Enter all inspection information in coordination with Village staff.

Provide the customer and Village staff with all detailed inspection reports emailed the same day as the inspection.
Maintain records of internal audit process or program and provide to Village staff upon request.
Update and share pre-plan information as assigned.
<b>Coordinate:</b>
Interact with the public in a polite and courteous manner.
Meet with Village staff, builders, contractors, and homeowners to answer questions and provide information as assigned. Participate in Department meetings as assigned.
Contact Village staff immediately when discussions with customers (i.e. public, Village staff, builders, contractors, or homeowners) show signs of escalation.
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners.
Coordinate with Village staff upon discovery of any life safety property maintenance violations in the field.
<b>Resources:</b>
Provide protective boots, clothing, eyewear, and gloves.
Dress appropriately and display Village approved photo id badge while working on behalf of the Village.
Ensure inspector has a valid driver's license.
Provide electronic devices, vehicles and any tools necessary to test or measure.
<b>Additional Requirements</b>
Inspectors are expected to be available to perform inspections 5 days a week; The Village is billed for the actual inspection time. Inspection times do not include travel to and from the site.
Inspections must be performed by qualified inspectors who have the ICC certification or State certification appropriate for the type of inspection being performed.
The Village has the option to approve inspectors working in the Village. Inspectors cannot be changed without Village staff approval.
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to the Village.
When the same inspection is not approved two times (for any reasons), the Village staff shall be immediately notified.
<b>Metrics:</b>
100% of all inspections are documented in coordination with Village staff.
The inspection report language shall conform to the Village's standards.
<b>Code Enforcement Requirements</b>
<b>Code Enforcement (Non-Engineering)</b>
Perform inspections for tall grass and weeds complaints.
Monitor construction sites for compliance with approved development site management plan i.e. construction mud/stone on street, contractor parking, site cleanliness, etc.
Perform nuisance property maintenance inspections as assigned.
Sign code compliance, i.e. real estate signs, contractor signs, temporary window signs as assigned.
Monitor construction sites for compliance with tree protection fencing requirements.
Perform construction work without a permit inspections as assigned.

Perform vacant property inspections as assigned.
<b>Maintain Records:</b>
Enter all inspection information in coordination with Village staff.
Provide the customer and Village staff with all detailed inspection reports emailed the same day as the inspection.
Maintain records of internal audit process or program and provide to Village staff upon request.
<b>Coordinate:</b>
Interact with the public in a polite and courteous manner.
Meet with Village staff, builders, contractors, and homeowners to answer questions and provide information.
Contact the Village staff immediately when discussions with customers (i.e. public, Village staff, builders, contractors, or homeowners) show signs of escalation.
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners.
Coordinate with Village staff when finding any life safety property maintenance violations in the field.
<b>Resources:</b>
Provide protective boots, clothing, eyewear, and gloves.
Dress appropriately and display Village-approved photo ID badge while working on behalf of the Village.
Ensure inspector has a valid driver's license.
Provide electronic devices, vehicles, and any tools necessary to test or measure.
<b>Additional Requirements</b>
Inspectors are expected to be available to perform inspections five days per week. The Village shall be billed for the actual inspection time, excluding travel to and from the site.
Inspections must be performed by qualified inspectors who have the ICC certification or State certification appropriate for the type of inspection being performed.
The Village has the option to approve inspectors working in the Village.
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to the Village.
When the same inspection is not approved two times (for any reasons), the Village staff shall be immediately notified.
<b>Metrics:</b>
100% of all inspections are documented in coordination with Village staff.
The inspection report language shall conform to the Village's standards.
<b>Right of Way - Utility Inspections</b>
<b>Inspections</b>
Sewer and water disconnects.
Sanitary, storm and water service installations (new and existing repairs).
Curb cuts, removal and replacement of street curb.
Removal and replacement of concrete public sidewalk.
<b>Maintain Records:</b>
Enter all inspection information in coordination with Village staff.

Provide the customer and Village staff with all detailed inspection reports emailed the same day as the inspection.
Maintain records of your internal audit process or program and provide to Village staff upon request.
<b>Coordinate:</b>
Interact with the public in a polite and courteous manner.
Meet with Village staff, builders, contractors, and homeowners to answer questions and provide.
Contact the Village staff immediately when discussions with customers (i.e. public, Village staff, builders, contractors, or homeowners) show signs of escalation.
Provide corrective action options and information about codes and compliance on building problems to builders, contractors, design professionals, and homeowners.
Coordinate with Village staff upon discovery of any life safety property maintenance violations in the field.
<b>Resources:</b>
Provide protective boots, clothing, eyewear, and gloves.
Dress appropriately and display Village-approved photo ID badge while working on behalf of the Village.
Ensure inspector has a valid driver's license.
Provide electronic devices, vehicles, and any tools necessary to test or measure.
<b>Additional Requirements</b>
Inspectors are expected to be available to perform inspections five days per week. The Village shall billed for the actual inspection time, excluding travel to and from the site.
Inspections must be performed by qualified inspectors who have the ICC certification or State certification appropriate for the type of inspection being performed.
The Village has the option to approve inspectors working in the Village.
Provide details of an internal audit process or program. Internal audits are to be performed at no cost to the Village.
When the same inspection is not approved two times (for any reasons), the Village staff shall be immediately notified.
<b>Metrics:</b>
100% of all inspections are documented in coordination with Village staff.
The inspection report language shall conform to the Village's standards.

**ATTACHMENT C – BUILDING PERMIT HISTORY**

## Village of Glencoe Building Permit and Inspection History – 2014 through 2016

### Single Family – New Construction

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed (14 Est)
<b>2014</b>	27	\$21,128,218	378
<b>2015</b>	19	\$23,136,090	266
<b>2016</b>	11	\$9,841,000	154

#### Typical Building Inspections – New Construction<sup>1</sup>:

1. Construction/Tree Fence Installation
2. Temporary Electric Service (new construction only)
3. Footing – Trench
4. Foundation – Wall
5. Drain Tile/Dampproofing
6. Basement Floor
7. Basement Floor Plumbing
8. Garage Floor
9. Rough Framing/Electrical/Mechanical (usually 2 inspections)
10. Interior Rough Plumbing
11. Construction/Tree Fence Removal
12. Final – Certificate of Occupancy (usually 2 inspections)

### Single Family – Addition

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed (10 Est)
<b>2014</b>	27	\$6,008,850	270
<b>2015</b>	23	\$4,453,638	230
<b>2016</b>	20	\$2,792,153	200

#### Typical Building Inspections – Addition:

1. Construction/Tree Fence Installation (dependent on project scope)
2. Footing – Trench
3. Foundation – Wall
4. Drain Tile/Dampproofing
5. Cross Connection
6. Rough Framing/Electrical/Mechanical (usually 2 inspections)
7. Interior Rough Plumbing
8. Construction/Tree Fence Removal (dependent on project scope)
9. Final – Certificate of Occupancy

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<sup>1</sup> The various lists of 'Typical Building Inspections' for single family residential and accessory structures include only those inspections performed by the Building Department. Engineering and Public Works inspections, such as grading, hardscape, and utility connections or disconnections, are not included.

## Village of Glencoe Building Permit and Inspection History – 2014 through 2016

### Swimming Pool

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed (6 Est)
2014	9	\$763,070	54
2015	8	\$715,800	48
2016	5	\$502,924	30

#### Typical Building Inspections – Swimming Pool:

1. Construction/Tree Fence Installation
2. Pool Shell Pre-pour
3. Pool Deck Grounding Pre-pour
4. Underground Electrical & Pool Equipment Lines
5. Construction/Tree Fence Removal
6. Final – Certificate of Occupancy

### Accessory Building (Detached Garage)

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed (5 Est)
2014	4	\$65,837	20
2015	6	\$136,500	30
2016	3	\$489,321	15

#### Typical Building Inspections – Detached Garage:

1. Footing – Trench
2. Foundation – Wall
3. Garage Floor
4. Rough Framing/Electrical
5. Final – Certificate of Occupancy

### Single Family or Pool – Demo Only

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed (3 Est)
2014	3	\$35,900	9
2015	3	\$54,500	9
2016	2	\$13,351	6

#### Typical Building Inspections – Single Family or Pool Demo Only:

1. Construction/Tree Fence Installation
2. Confirm Pool Shell Partial Demo/Removal
3. Construction/Tree Fence Removal



## Village of Glencoe Building Permit and Inspection History – 2014 through 2016

### Miscellaneous

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed
2014	255	\$6,367,235	Unknown
2015	300	\$5,573,965	Unknown
2016	269	\$6,847,552	Unknown

#### Miscellaneous Include all of the Following Permit Types:

1. AC Condenser
2. Deck
3. Driveway Resurfacing
4. Electrical Service Upgrade
5. Elevator
6. Fencing, Arbor, or Pergola
7. Generator
8. General Plumbing, Electrical, or HVAC
9. Remodeling (Interior Only) – All Building Types
10. Roofing Replacement
11. Shed
12. Signage
13. Underground Oil Tank Removal

#### Building Inspections – Miscellaneous:

Varies by project

**Village of Glencoe Building Permit and Inspection History – 2014 through 2016**

**Multiple Family – New Construction**

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed
2014	0	\$0.00	0
2015	0	\$0.00	0
2016	0	\$0.00	0

**Multiple Family – Addition**

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed
2014	0	\$0.00	0
2015	0	\$0.00	0
2016	0	\$0.00	0

**Commercial – New Construction**

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed
2014	0	\$0.00	0
2015	0	\$0.00	0
2016	0	\$0.00	0

**Commercial – Addition**

Year	Total Permits Issued	Total Construction Value	Total Bldg Inspections Performed
2014	0	\$0.00	0
2015	2	\$2,225,000	19
2016	0	\$0.00	0

**Commercial Addition Projects:**

1. Fields Infiniti Auto Dealership, 2100 Frontage Road  
Addition/Interior Remodeling – Permit Issued 3/26/2015
2. Downtown Commercial Building, 376 Park Avenue  
Addition/Interior Remodeling – Permit Issued 8/27/2015

**Typical Building Inspections – Commercial Addition<sup>2</sup>:**

1. Construction Fence Installation
2. Footing – Trench
3. Foundation – Wall
4. Drain Tile/Dampproofing
5. Cross Connection
6. Rough Framing/Electrical/Mechanical (usually 2 inspections)
7. Rough Plumbing

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<sup>2</sup> The various lists of 'Typical Building Inspections' for commercial and public buildings include only those inspections performed by the Building Department. Engineering, Public Works, Fire, and Health inspections are not included.

## Village of Glencoe Building Permit and Inspection History – 2014 through 2016

8. Construction Fence Removal
9. Final – Certificate of Occupancy

### Public Building

Year	Total Permits Issued	Total Construction Value	Total Inspections Performed
2014	1	\$27,000,000	24
2015	2	\$3,456,695	12
2016	2	\$1,025,929	6

### Public Building Projects:

1. Writers Theatre, 325 Tudor Court  
New Construction – Permit Issued 9/8/2014
2. Glencoe Union Church, 263 Park Avenue  
Memorial Garden Expansion – Permit Issued 8/28/15
3. Skokie Country Club, 500 Washington Avenue  
New Pool House Buildings and Pool – Permit Issued 9/1/15
4. Berlin Park, 692 Greenwood Avenue  
Ballfield Improvements – Permit Issued 6/10/16
5. Kalk Park, Park Avenue  
New Gazebo – Permit Issued 6/17/16

### Building Inspections – Public Building:

Varies by project

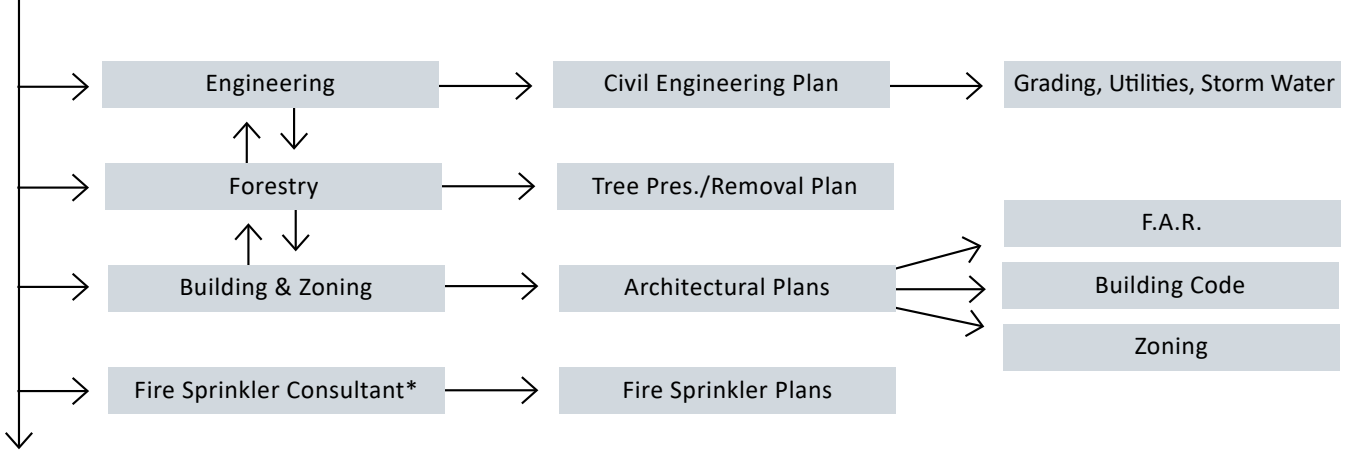
## ATTACHMENT D – PERMIT PROCESS FLOWCHART

# BUILDING PERMIT APPLICATION PROCESS FLOWCHART

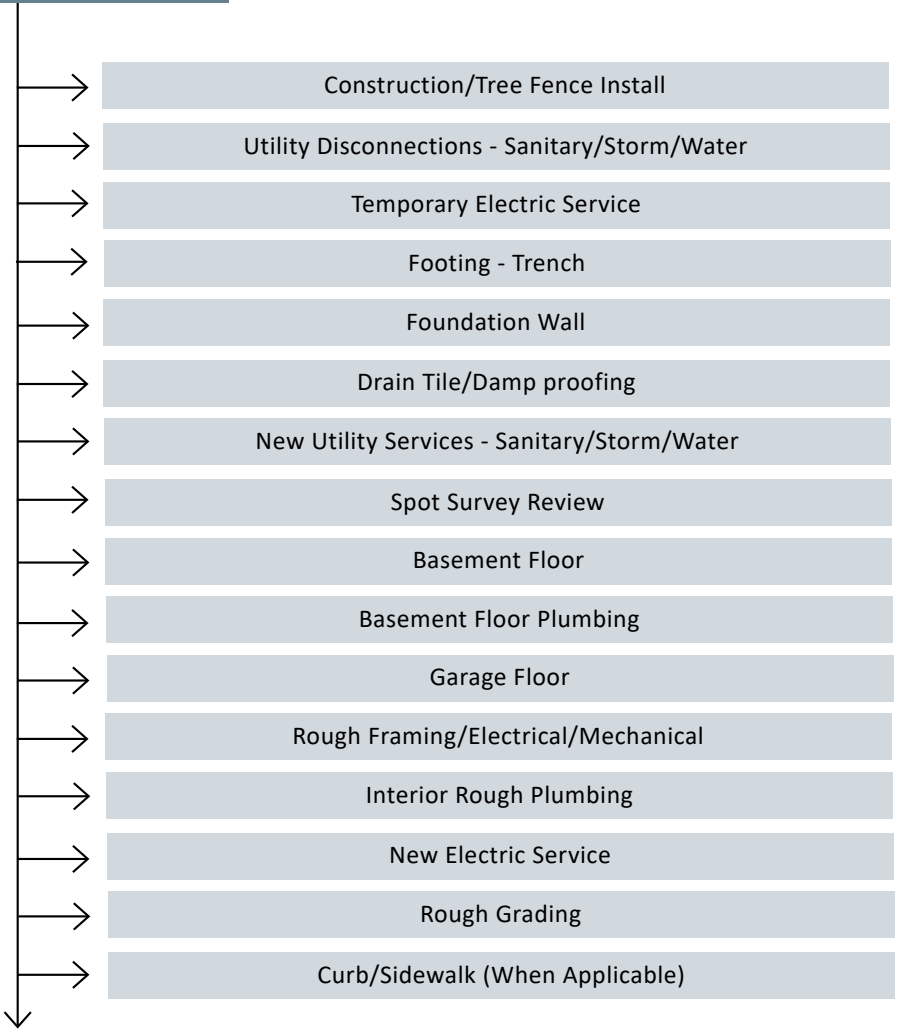


**APPLICATION RECEIVED**  
NEW SINGLE FAMILY

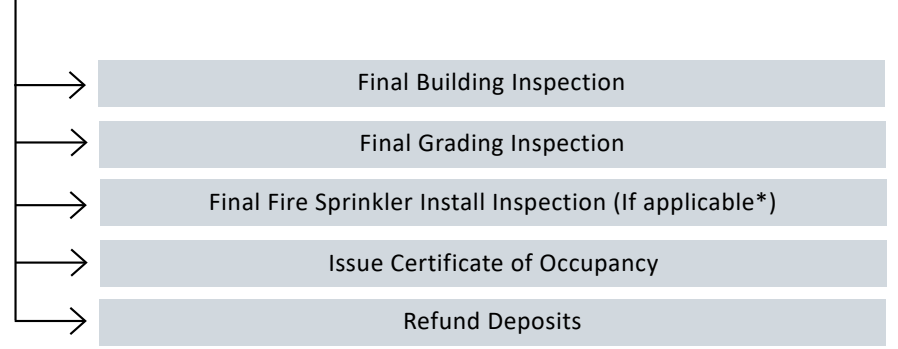
**PHASE I:**  
PLAN REVIEW



**PHASE II:** BUILDING &  
SITE INSPECTIONS



**PHASE III:** CERTIFICATE OF  
OCCUPANCY/CLOSE OUT



ATTACHMENT E – PROFESSIONAL SERVICES AGREEMENT

**VILLAGE OF GLENCOE  
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT ("Agreement")** is dated as of the day of [Date]\_\_, 2017, and is by and between the VILLAGE OF GLENCOE, an Illinois non-home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and non-home rule powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

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

**Consultant Name ("*Consultant*"):**

**Address:**

**Telephone No.:**

**Email:**

**Project Name/Description:** Plan Review and Inspection services

**Agreement Amount:**

**B. Project Description.**

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

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services beginning upon May 29, 2017, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by

**Village of Glencoe Request for Proposals: Plan Review and Inspection Services**

**Due: May 1, 2017**

**Page 25**

the Village, but in no event later than the date that is 30 days after the Commencement Date ("Time of Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

**D. Engagement Term.** The Consultant shall commence the Services beginning upon May 29, 2017, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Agreement shall be in effect for a two (2) year period from the date of the award. The Village of Glencoe reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Consultant. At the end of any contract term, the Village of Glencoe reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of getting a new Consultant in place.

Consultant will be permitted to increase the rates and charges that comprise the Agreement Price each year on the anniversary of the Commencement Date by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary –Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15<sup>th</sup> of the preceding calendar year and January 15<sup>th</sup> of the current calendar year; provided, however, that no increase in the Agreement Price shall exceed 2% of the previous year. The Consultant must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the anniversary of the Commencement Date.

**E. Reporting.** The Consultant shall regularly report to the Director of Public Works, or his designee, regarding the progress of the Services during the term of this Agreement.

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

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

**B. Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

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

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



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

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.0.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

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

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

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

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

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

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

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

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

## **SECTION 5. CONFIDENTIAL INFORMATION.**

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

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

## **SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

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

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

**C. Insurance.**

1. Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

2. Coverage shall be at least as broad as:

a. 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 attached sample endorsement including ISO Additional Insured Endorsement CG 2010, CG 2026, 002037 - Completed Operations Coverage; and

b. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

c. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

3. Consultant shall maintain limits no less than the following:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. Umbrella Liability: \$5,000,000 per occurrence with \$5,000,000 general aggregate

d. Professional Liability: \$2,000,000 per occurrence with \$2,000,000 general aggregate

e. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

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

5. The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages

1. The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents, and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims - made general liability policies will not be accepted.

7. The Consultant and all sub-Consultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

b. Workers' Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

c. Professional Liability

Professional liability insurance with limits not less than \$2,000,000 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.

1. 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 Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
2. Provide a certified copy of actual policy for review.
3. 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.

D. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
7. Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037— Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

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

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

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Village's Right to Terminate or Suspend Work for Convenience.** At any time, the Village may terminate or suspend the Services upon 15 days written notice to the Consultant, in whole or in part. In the event that this Agreement is so terminated or suspended, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

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

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business;

any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

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

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

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

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

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

**H. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or

third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.

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

**J. News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Administrator.

**K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

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

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

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

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

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

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

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

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



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

## **SECTION 8. GENERAL PROVISIONS.**

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

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

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

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

Village of Glencoe  
675 Village Court  
Glencoe, Illinois 60022  
Attention: Village Manager

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30th Floor  
Chicago, Illinois 60603  
Attention: Steve Elrod, Village Attorney

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

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[Consultant]  
[Address]  
[Address]  
[Phone Number]  
[Email]

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

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

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

**H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**J. Authority to Execute.**

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF,** Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**VILLAGE OF GLENCOE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Village Manager

Attest/Witness:

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_