

VILLAGE OF DOWNERS GROVE
Report for the Village
7/2/2019

SUBJECT:	SUBMITTED BY:
Professional Services Contract for Transportation Planning and Engineering Services at Downers Grove North and South High Schools	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize the execution of a professional services contract for transportation planning and engineering services for traffic safety enhancements at Downers Grove North and South High Schools to Sam Schwartz of Chicago, Illinois in the amount of \$81,070.00, which includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 includes *Top Quality Infrastructure*.

FISCAL IMPACT

The cost of this project will be equally shared; \$40,535 will be charged to Community High School District 99 (District 99) and \$40,535 will be charged to the Village. The Village's FY19 Budget includes \$50,000 in the Capital Fund for bicycle and pedestrian improvements.

RECOMMENDATION

Approval on the July 9, 2019 Consent Agenda.

BACKGROUND

Village and District 99 staff have worked together to review pedestrian safety concerns and traffic operations in the vicinity of both Downers Grove North and South. It was agreed that the most effective way to move forward would be to engage a consultant with traffic and community planning expertise in this area. A Request for Qualifications was advertised and seven responses were received. Staff from both organizations reviewed the qualifications and identified two firms that were determined to be best qualified to perform this work. Interviews were conducted and Sam Schwartz was selected to proceed with preparation of a scope of work and cost proposal.

Sam Schwartz will work with representatives from Village and District 99 staff to provide an opportunity for extensive community engagement and discussion on the traffic and pedestrian safety at Downers Grove North and South High Schools. The consultant will thoroughly review the input from the community and conduct research into the most effective tools for improving safety around schools in order to provide an analysis on the traffic and pedestrian safety at Downers Grove North and South High Schools. This analysis will be used

to provide a range of solutions to improving traffic and pedestrian safety. These solutions will be evaluated and refined by staff and the community with a preferred solution ultimately being selected.

The following areas will be the focus of the analysis:

Downers Grove North

- Main Street from Ogden Avenue to Lincoln Street

Downers Grove South

- Dunham Road from 63rd Street to Norfolk Street
- 63rd Street from Dunham Road to Springfield Avenue
- Main Street at Norfolk Street

The scope of services will include:

- Data gathering and analysis
- Review of best practices
- Identification of alternative treatments
- Community engagement
- Online surveys, open houses, and a student-focused activity
- Refinement and evaluation of alternatives
- Documentation of preferred alternatives to include a final report with a summary of the alternatives evaluation process, analysis procedures and the preferred alternatives concepts presented as conceptual drawings
- Task force and public meetings

This project is anticipated to begin in July 2019 and continue through December 2019. Sam Schwartz prepared the construction drawings for the traffic signal replacement at Main Street and Grant Street and the update to the Village's Bicycle and Pedestrian Plan. They have completed related work for the City of Chicago, the Northwest Municipal Conference and the City of Evanston.

ATTACHMENTS

Study Area Maps

Contract Documents

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SAM SCHWARTZ**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Sam Schwartz (the "Consultant"), for planning and engineering services for traffic safety enhancements at Downers Grove North and South High Schools, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Sam Schwartz
223 W. Jackson Blvd., Suite 1101
Chicago, IL 60606
(773) 305-0800
samschwartz.com

**Sam
Schwartz**

June 6, 2019

Ms. Nan Newlon, PE
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

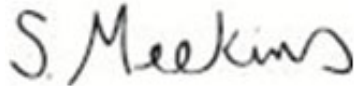
RE: Proposal for Transportation Planning and Engineering Services, Traffic Safety Enhancements, Downers Grove High Schools

Dear Nan:

We are pleased to submit this proposal for transportation planning and engineering services for your review and comment. The attached Scope of Services outlines the tasks we believe are necessary to develop and evaluate alternatives, and ultimately select an impactful solution to traffic and pedestrian safety at both Downers Grove North and South High Schools. The scope and associated schedule were developed based on input from you and District 99, as well as our experience with similar efforts.

Please do not hesitate to reach out with questions.

Sincerely,



Stacey Meekins, AICP
Principal + Director of Transportation Planning

Enclosure: Scope of Services; Proposed Schedule

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Downers Grove High Schools

**Sam
Schwartz**

Traffic Safety Enhancements – Downers Grove High Schools

Scope of Services

Outlined below are the tasks proposed to develop and evaluate an impactful solution to traffic and pedestrian safety at Downers Grove North and South High Schools. Our proposed Scope of Services focuses on the following areas

Downers Grove North High School (DGN):

- Main Street from Ogden Avenue to Lincoln Street

Downers Grove South High School (DGS):

- Dunham Road from 63rd Street to Norfolk Street
- 63rd Street from Dunham Road to Springfield Avenue
- Main Street at Norfolk Street

Task 1. Project kick-off meeting

Sam Schwartz will attend a kick-off meeting with Village and District 99 staff to request and gather relevant data and review the project schedule. This small group will make up the Task Force, which will provide oversight and direction for the key milestones throughout the project. We will, at this time, also identify if any additional people should be invited to participate on the Task Force, such as a representative with the DuPage County Division of Transportation. At this meeting, we will review the engagement strategy and discuss the resources the Village has readily available that could be used for a pilot or interim intervention.

Task 2. Data gathering

Sam Schwartz will begin by collecting all relevant data necessary to set the stage for this alternatives analysis. We anticipate that the data will be collected from the Village and District 99, where possible, as well as field-collected or collected from the Illinois Department of Transportation (IDOT). We have indicated below our assumption of the source of the data. Data requested will include, but may not be limited to:

- Crash history (IDOT)
- Reports of near misses (District 99)
- Previously submitted safety input from the community (District 99)
- Curblines (Village)
- Rights-of-way (Village)
- Traffic counts (Village)

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**Sam
Schwartz**

- Main Street at Grant Street
- 63rd Street at Dunham Road
- Dunham Road at Norfolk Street (Village will process video counts during peak hours of activity)
- Traffic video footage (Village)
- Traffic control & timing (Village + field verified)
- Pedestrian infrastructure (field verified)
- Travel lanes (field verified)
- Vehicle speeds (Village)

In addition, we will observe the arrival and dismissal traffic patterns and pedestrian flow at the two schools via video footage provided by the Village, as well in the field once students are back in session, and compare operations (before and after the pilot installation.)

Task 3. Best practice review and identification of alternatives

To inform the development of alternatives, we will conduct research into the most effective tools for improving safety, with a particular focus around schools. Based on this research, we will outline all possible options and combinations of solutions at DGN and DGS, including a pilot intervention that could feasibly be installed by mid/late-August at DGN. Our alternatives, generally, will overall focus on Main Street at DGN and both 63rd Street and Dunham Road at DGS. We will identify the considerations that would be needed to accommodate the interventions; for example, curb bump-outs and/or a pedestrian refuge island may be potential solutions, but would only be possible in coordination with a roadway reconfiguration. Alternatively, a grade-separated crossing may also be a potential solution, but would require ADA-compliant access. This discussion will be the focus of our second Task Force meeting where we will determine which tactics are worth pursuing further and which, if any, have fatal flaws.

Task 4. Community Engagement

We firmly believe that community engagement is critical to the process of making our streets safe and that it must be inclusive and respectful. We drew on our work at the Chicago Department of Transportation (CDOT), where we organized a moving event for World Day of Remembrance working directly with families of victims of traffic violence to honor the lives lost to traffic crashes, to develop our approach to this task.

Task Force Meetings

The Task Force will guide this process and come to a consensus on critical decisions to advance the project to the next stage. Sam Schwartz will lead the Task Force meetings, develop supporting meeting materials, and prepare summaries. All task force meetings are anticipated to be 90 minutes long and topics to be covered are as follows:

1. Kick-off meeting: Discuss constraints and opportunities, public engagement strategy, and resources available for a pilot intervention

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Downers Grove High Schools

**Sam
Schwartz**

2. Initial options review: Discuss range of alternatives in scale and implementation timeframe; select direction of pilot installation; begin to narrow alternatives to be evaluated to three at each school
3. Pilot installation and public meeting review: Review conceptual design of pilot project and discuss implementation; review first public meeting materials, confirmation of three alternatives to be further evaluated
4. Post-pilot review and alternatives analysis: Discussion of observations of pilot project and pros/cons of other alternatives; review second public meeting materials
5. Preferred alternative: Review conceptual design of preferred alternative and discuss implementation

Online survey

Sam Schwartz, at the onset of the project, will develop an online survey which can be made available through the District 99 and Village of Downers Grove websites. In our experience, online surveys are a great way to get a good baseline understanding of public opinion at a low cost. We will work with the Task Force to create promotional materials to publicize the survey via announcements on a variety of platforms: Village and District websites; social media accounts; notices in local newspapers; posters; etc. Results of the survey will provide background information regarding perspectives in the community and help to focus input sought through other outreach means during the project.

Open Houses

We propose that two rounds of engagement totaling four total touchpoints with the community are built into this process. The first round would take place towards the end of the summer, following the third task force meeting and would follow the format of two open houses—one at DGN and one at DGS. At these open houses, a conceptual design of a pilot project, if/where deemed appropriate, will be presented. In addition, interactive stations will be developed to allow participants to brainstorm solutions, and also to present ideas that the community has already submitted to the school district and the Village. Sam Schwartz will prepare the meeting materials, facilitate the meetings, and collect and synthesize the information. The Village and/or District 99 will secure a venue, coordinate the event invitations, and provide some staffing.

The second round of engagement will be at the stage of assessing alternatives, following the fourth Task Force meeting, and will include two more open houses, one at DGN and one at DGS. We will invite people to interact with the Village, school officials, and the project team throughout the event, where we will provide information about three distinct alternatives that are being considered and the pros and cons of each. We will also have the opportunity to hear feedback on the pilot intervention, if applicable.

Student-focused activity

In addition to the input from the community as a whole, we will solicit involvement from the student body where they already are: at school. By doing so, we will reach a greater number of people and a more

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diverse group, giving us valuable input while at the same time presenting an opportunity for educating students on traffic safety. We envision this will occur within the second round of overall community engagement. We will work with the Task Force to identify the appropriate format; possibilities include organizing and judging a student design competition, organizing an essay contest, a photo log activity, or staffing and preparing material for a pop-up event at each school.

Task 5. Refinement and evaluation of alternatives

Based on consensus from the Task Force at our second meeting, Sam Schwartz will conceptually illustrate one temporary pilot intervention at DGN for the Village's use in designing and mobilizing the installation. At a third Task Force meeting, the team will review the conceptual design of the pilot installation and discuss implementation, as well as go over public meeting materials. By the third task force meeting, and based on feedback from the online survey, the short-term and long-term alternatives that are still on the table will be narrowed down to no more than three distinct alternatives for each school. After refinement, we will conduct a technical analysis of each, potentially including traffic modeling and conceptual engineering drawings, to ensure feasibility. This may include tactics such as a preliminary assessment of potential grade-separation, geometric design of Main Street or the Main Street and Grant Street intersection, and/or signal modifications of the 63rd Street and Dunham Road intersection. All proposed designs will take into account the interaction with traffic patterns of other modes, including vehicular traffic and pedestrian activity, and will adhere to ADA standards. In this task, we will prepare planning-level cost estimates of each alternative (6) and a high-level estimate of a construction timeline.

Each alternative will be presented with pros and cons, which will take into consideration the experience of other cities, construction feasibility, and long-term maintenance. If applicable, we will score each alternative based on these factors weighted to represent objectives of the Task Force. Sam Schwartz will submit draft materials to review collaboratively at a fourth Task Force meeting and discuss what is presented at the second round of community meetings, which will focus on asking participants to provide feedback on the alternative they prefer, or specific elements of which they prefer, as discussed in Task 4.

Task 6. Documentation of preferred alternatives

Following the second round of community meetings, the task force will convene to select a preferred alternative. This decision could be finalized virtually or if necessary, an additional Task Force meeting could be convened. Sam Schwartz will develop a conceptual design of each of the preferred alternatives to be presented to the Task Force and will lead a discussion on the implementation steps and resources needed.

Sam Schwartz will prepare a concise, final report document that provides a summary of the alternatives evaluation process, analysis procedures, and the preferred alternative concepts presented as conceptual drawings. All materials prepared for meetings and presentations will be included as appendices to provide complete documentation of the process.

If desired, Sam Schwartz will prepare and deliver a presentation of the final deliverable at one public meeting (Village Board, School Board) to make them formally aware of the project outcome, ask questions on the process, and help strengthen support from elected officials.

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Schwartz**

Cost of Services

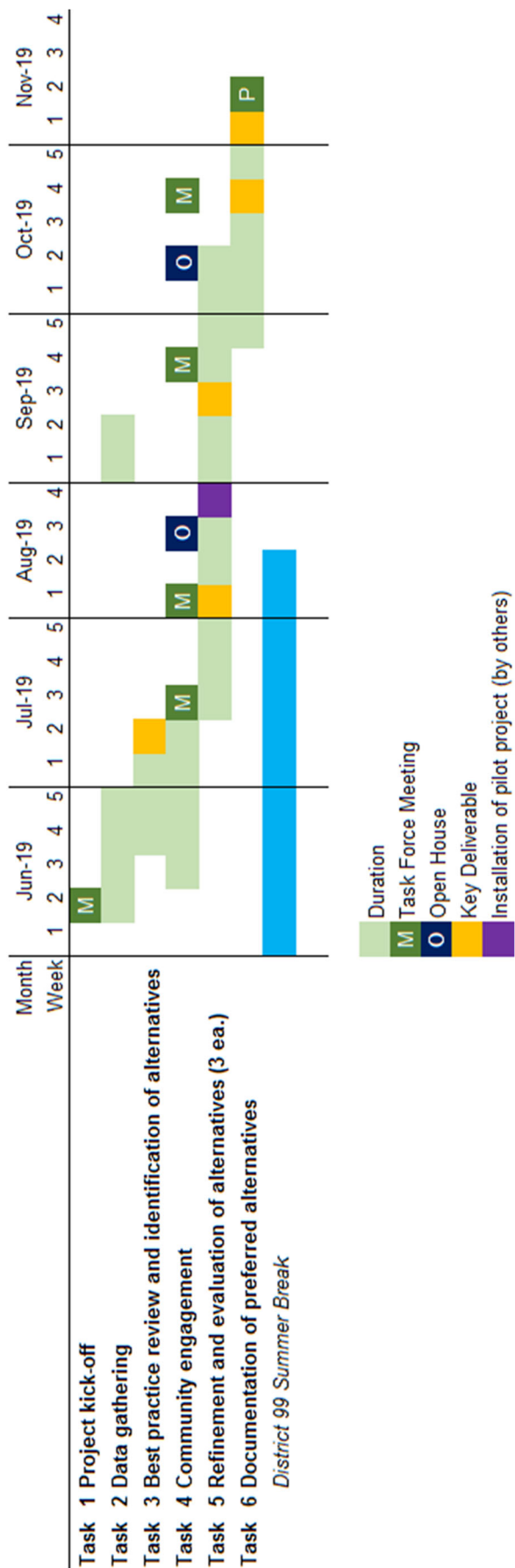
Sam Schwartz estimates the fee to complete Tasks 1-6 above to be \$73,700 which will be billed on a Time-and-Materials basis. The breakdown of the total fee is as follows:

Task 1	\$3,500
Task 2	\$6,400
Task 3	\$11,000
Task 4	\$24,400
Task 5	\$21,600
Task 6	\$5,700
Expenses	<u>\$1,100</u>
TOTAL	\$73,700

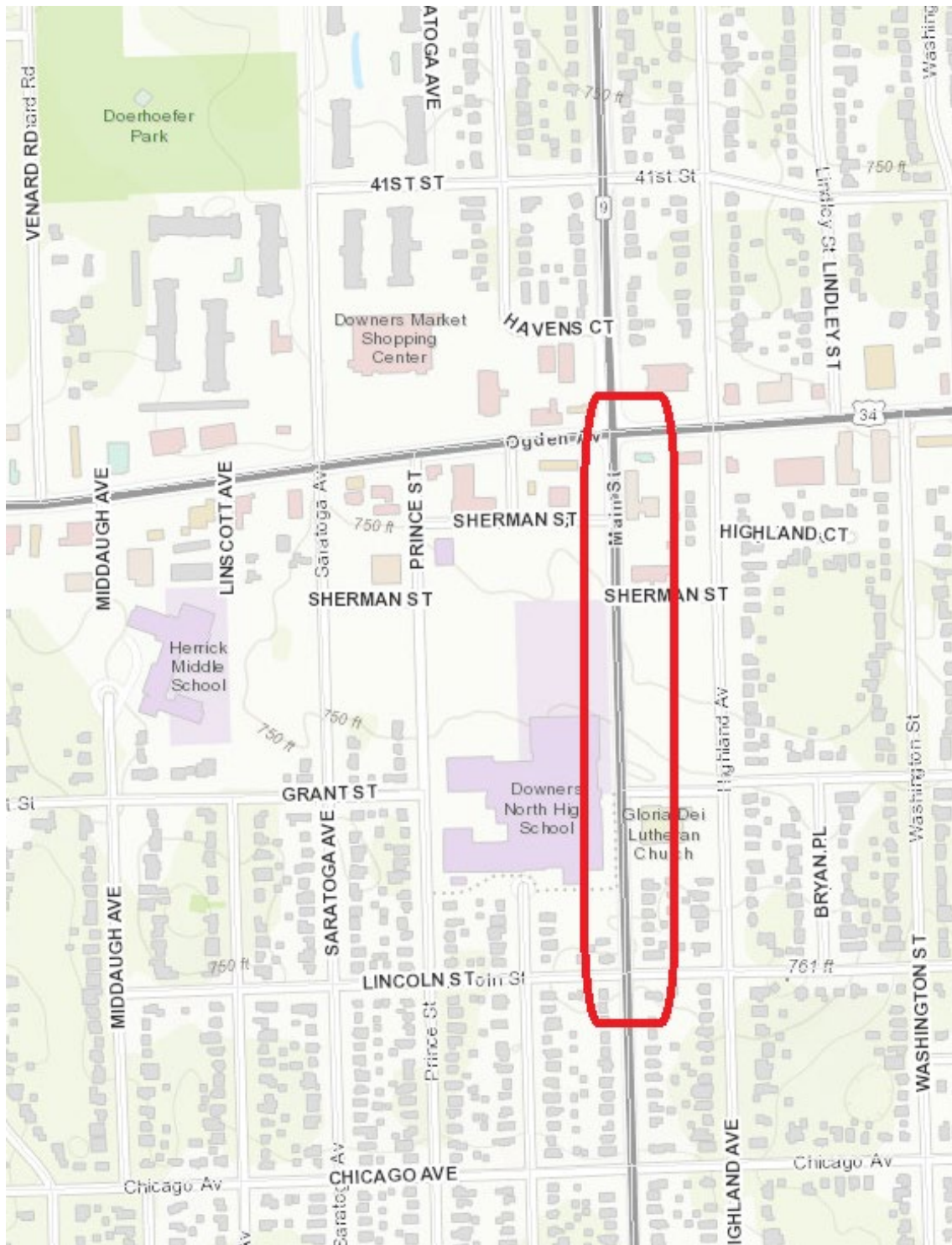
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 RE: Proposal for Transportation Planning and
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**Sam
 Schwartz**

Schedule



Areas of Study Downers Grove North



AGREEMENT

This Agreement is made this _____ day of _____ 2019 by and between Sam Schwartz ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to perform transportation planning and engineering services for traffic safety enhancements at Downers Grove North and South High Schools; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal dated June 6, 2019 attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be until December 31, 2019 or until the services as set forth in Exhibit B have been completed, whichever shall occur first.

III. Compensation

A. Basic Fees:

Fees for these services shall not exceed a total of Eighty-one Thousand and Seventy Dollars and no cents (\$81,070.00), which include a 10% contingency. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;

5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

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

H. Cooperation with FOIA Compliance

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

V. Insurance and Indemnification of the Village

A. Insurance

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Sam Schwartz Engineering, DPC
223 W. Jackson Blvd.
Suite 1101
Chicago, IL 60606

H. Village Ordinances

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

I. Use of Village's Name

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

SAM SCHWARTZ

Village of Downers Grove

By: S. Meekins

By: _____

Title: Principal

Title: _____

Date: 06/25/2019

Date: _____

Exhibit A
Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

X Consultant has not contributed to any elected Village position within the last five (5) years.

S. Meekins

Signature

Stacey Meekins

Print Name

Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name