

**REQUEST FOR PROPOSALS**  
**Zoning Code Updates**

Village of Brookfield  
September 2023



Contact Information:  
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Village of Brookfield  
8820 Brookfield Avenue  
Brookfield Illinois, 60513

Issued: September 7, 2023  
Response Submittal Deadline: October 16, 2023, 3:00 p.m.

## **NOTICE AND INVITATION FOR PROPOSALS**

### **VILLAGE OF BROOKFIELD ZONING CODE UPDATES**

The Village of Brookfield will receive sealed proposals for Zoning Code Updates until 3:00 P.M. Central Daylight Savings Time, Monday, October 16, 2023, at the Community Development Department, Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois. Any proposal unsealed or received after the deadline for submitting proposals will not be accepted.

Proposals must be submitted in the format required. Submission of a Proposal shall be conclusive assurance and warranty that the Proposer has examined the proposed work and understands all of the requirements for performance of the work. The proposer will be responsible for all errors in its Proposal resulting from failure or neglect to conduct an in-depth examination. Sealed envelopes containing the Proposal shall be addressed to the Village Planner and plainly marked "Proposal for the Village of Brookfield Zoning Code Updates" on the outside of the envelope.

Any questions that arise must be made in writing and shall be directed by electronic mail to the Village Planner, Kate Portillo, at [kportillo@brookfieldil.gov](mailto:kportillo@brookfieldil.gov). The written questions, along with the Village's responses, shall be circulated to all known prospective proposers without identifying the party submitting the questions. The cut-off for receipt of additional questions shall be 3:00 P.M. Central Daylight Savings Time on Friday, September 22, 2023, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed and electronically mailed to all known prospective proposers by 4:00 P.M. Central Daylight Savings Time on Tuesday, September 26, 2023. Receipt of any addenda must be acknowledged in writing as part of the proposer's Proposal. Proposers shall be responsible for ensuring that they have received any and all addenda. The Village of Brookfield shall not assume responsibility for the receipt by the Proposer of any addenda.

No Proposal shall be withdrawn after submission of the Proposal without the consent of the Village of Brookfield for a period of ninety (90) days after the scheduled deadline for submission of Proposals. All proposals become the property of the Village upon submission. The expense of preparing and submitting a proposal is the sole responsibility of the Proposer.

The Village of Brookfield shall review all Proposals received and reserves the right to reject any or all Proposals, to cancel the scope of work in part, to waive technicalities, and to accept the Proposal as the Village of Brookfield Board of Trustees determines, in its sole discretion, to be in the best interest of the Village of Brookfield.

The Village of Brookfield is an Equal Opportunity Employer.

Village of Brookfield, Illinois  
Tim Wiberg, Village Manager

**INFORMATION FOR SUBMISSION OF PROPOSALS**  
**VILLAGE OF BROOKFIELD ZONING CODE UPDATE**

**1. Introduction.** The Village of Brookfield is seeking proposals for professional consulting services from qualified firms to update Chapter 62-Zoning of the Code of Ordinances of the Village of Brookfield (Village Code) through a community planning process with the outcome of a clear, equitable, and more streamlined Zoning Code. The Official Zoning Map of the Village is expected to change based on the updates to Chapter 62. The main goals for this project include the following:

- Harmonize the standards of traditional zoning districts and the Station Area districts.
- Update the residential use and commercial use categories of the Code to better reflect the community character and support development and investment.
- Streamline and simplify the development approval process.
- Ensure development includes high quality design and appropriate landscaping standards.
- Recalibrate Off-street Parking and Loading requirements.
- Align Code with the adopted Village plans.

**2. Background.** The Village of Brookfield is a non-home rule municipality with a population of approximately 20,000. The Village of Brookfield has adopted long-range Plans including the Open Space Plan (2014), Active Transportation Plan (2017), Comprehensive Plan (2018), the Energize Ogden Plan (2022), and the Economic Development Plan (2022). Links to these plan documents may be found on the Village website and include many recommendations for changes within the Village Code. This update will serve as implementation of these important long-range Village Plans.

**3. Scope of Work.** The Proposer shall propose, at its own proper cost and expense, to perform the following Work:

**Task 1: Review Village Plans and Gather Input from Stakeholders**

Perform a review of adopted Village Plans to identify recommended changes within Chapter 62-Zoning. Develop insights through surveys, focus groups, and interviews of various stakeholders to determine what updates are needed based on the specific needs and unique community character of Brookfield.

Deliverables: Existing Conditions Memorandum, Public Engagement Response Memorandum

**Task 2: Review of Chapter 62 - Zoning**

Perform a review of Chapter 62-Zoning, including the evaluation of use categories, analysis of bulk, yard and space standards, consideration for existing legal nonconforming buildings, structures and uses, landscaping standards, and review of circumstances that have triggered applications for zoning relief in recent decades. The Village also would like to examine the form-based code design guidelines (within the Station Area Zoning Districts) and expand to other districts while simplifying the requirements and ensuring they are development-friendly.

Deliverables: Draft recommendations to update definitions, use lists, bulk requirements, subdivision requirements, and other items as informed by Task 1. Recommendations should support streamlined development, provide clear and understandable regulations, support sustainability and environmental initiatives, and be legally defensible. Work with staff to ensure the existing administrative and procedural work is in harmony with the proposed code sections.

### **Task 3: Review of Zoning Map**

Perform a review of the Zoning Map and propose changes based on research within Tasks 1 and 2.

### **Task 4: Preliminary Recommendations**

Compile a preliminary recommendations memorandum for review by the staff and elected and appointed officials. A supplemental comparative analysis of the built environment in relation to the existing and proposed zoning regulations should accompany the recommendations memorandum. The consultant will also be responsible for all graphics and illustrations necessary for explanation and complete understanding of Chapter 62-Zoning. It is expected that the preliminary recommendations be made available for public comment through various outreach strategies.

Deliverables: Hold a joint public meeting with the Planning and Zoning Commission and the Economic Development Commission to gather feedback on preliminary recommendations.

### **Task 5: Presentation of Final Draft Amendments to Chapter 62-Zoning and Zoning Map Amendments**

The final draft Zoning Code Updates and proposed Zoning Map amendments should be presented to the Village Board at a Committee of the Whole meeting for discussion comment and feedback.

Deliverables: Memorandum summarizing the text changes and final draft Zoning Code and presentation of the related materials at the appropriate Committee of the Whole meeting.

### **Task 6: Planning and Zoning Commission Public Hearing**

Following the draft changes to Chapter 62-Zoning and proposed Zoning Map amendments being presented to the Village Board at the appropriate Committee of the Whole meeting, edits and updates may be required. The resulting proposed changes will need to go through the process of a public hearing to achieve the recommendation of the Planning and Zoning Commission according to the current standards for Text and Map Amendments.

Deliverables: Memorandum summarizing the text changes and final draft Chapter 62-Zoning and presentation of the related materials at the appropriate Planning and Zoning Commission meeting.

### **Task 7: Final Presentation**

Following the Public Hearing for the Planning and Zoning Commission, a final presentation will be made to the Committee of the Whole and Village Board for the adoption changes.

**4. Project Oversight and Communication.** Village Planner, Kate Portillo will be responsible for managing the project along with support from Emily Egan, Community Development Director, and the Village Manager's Office, and will provide direction and assistance to the consultant. Designated Village staff will also provide general oversight on the administration of the Agreement, invoicing, and reporting.

**5. Completion.** All work on the project is expected to be completed by March 2025 unless an extension of time is granted in writing by the Village.

## INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### VILLAGE OF BROOKFIELD ZONING CODE UPDATES

**1. Preparation of Proposals.** Proposers shall follow all instructions contained in these Instructions for Submission of Proposals and included in the Notice and Invitation for Proposals and the Proposal form. Proposers shall submit their Proposal in the manner required by the Notice and Invitation for Proposals. Proposals consist of the following:

- A. A technical proposal consisting of:
  - i. A cover letter expressing the consultant's interest in working with the Village of Brookfield, including identification of the principal individuals that will provide the requested services, including any sub-consultants;
  - ii. A description of the general approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work, and insights into the project gained because of developing the proposal and previous experience;
  - iii. A scope of work that includes detailed steps to be taken, including any products or deliverables resulting from each task;
  - iv. A brief statement describing why your firm is qualified to undertake the work requested;
  - v. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
  - iv. A proposed schedule that indicates project milestones and overall time for completion;
  - vii. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list;
  - viii. Demonstration of success on similar projects, including brief project descriptions and contact names and addresses for reference.
  - ix. A representative work sample similar to the type of work being requested; and
  - x. A list of a minimum of three references with their contact information.
  
- B. A separate cost proposal consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of subconsultants is proposed, a separate schedule must be provided for each.

**2. Certifications.** Each Proposal shall be accompanied by an executed Consultant's Certification in the form provided by the Village of Brookfield, and attached hereto as Appendix A, with the Proposal.

### **3. Award after Proposal Evaluation**

A. Unless all Proposals are rejected, an award notification will be made to the Proposer whose Proposal is responsive to and conforms to the requirements and criteria of the invitation and which the Village of Brookfield Board of Trustees determines, in its sole discretion, to be in the best interest of the Village of Brookfield. Discussions and negotiations may be conducted with the

Proposer by the Village prior to an award notification. All responsibility, responsiveness, and price factors are considered so as to select the Proposal deemed most advantageous to the Village of Brookfield.

B. The selection of the Proposer will be made by Village of Brookfield staff with the input and direction of the Board of Trustees and Planning and Zoning Commissioners. The selection committee will review technical proposals based on the following criteria:

- i. Qualifications of the firm and the personnel to be assigned to this project (15 Pts.);
- ii. Experience of the consultant personnel working together as a team to complete similar projects (15 Pts.);
- iii. Demonstration of overall project understanding and insights into local conditions and potential issues (15 Pts.);
- iv. Clarity of the proposal and creativity/thoroughness in addressing the scope of work (15 Pts.);
- v. Submission of a complete proposal with all elements required (15 Pts.);
- vi. A positive response from references (10 Pts.); and
- vii. Cost proposal. (15 Pts.)

**4. Time for Award.** It is anticipated that the Village of Brookfield will issue a notification of award in writing to the selected proposer before the end of November of 2023. Should circumstances be encountered after the Proposal opening that may delay the award, the responsive Proposers may be requested to extend the Proposal acceptance period.

**5. Binding Agreement.** Once an award has been made, the Proposer and Village shall negotiate a contract for professional services substantially in the form attached hereto as Appendix B (“Agreement”). The selected Proposer will be bound to perform according to the terms and conditions of the Agreement, the Notice and Invitation for Proposals, and these Instructions. An approved Agreement executed by the Village of Brookfield is required before the Village of Brookfield is bound. An award may be canceled any time by the Village of Brookfield prior to execution in order to protect the public interest and integrity of the Proposal process or for any other reason if, in the judgment of the Village of Brookfield, the best interests of the Village of Brookfield will be promoted.

**6. Execution of Agreement.** The Agreement shall be executed by the selected Proposer and returned within ten (10) days after the Agreement has been transmitted to the Proposer. Failure of the successful Proposer to execute the Agreement within ten (10) days after the Agreement has been transmitted to the Proposer is cause for the cancellation of the award. If the Agreement is not executed by the Village of Brookfield within ten (10) days following receipt from the Proposer of the properly executed Agreement and bond, the Proposer shall have the right to withdraw the Proposal without penalty.

## Appendix A

### CONSULTANT'S CERTIFICATION

The assurances hereinafter made by the Consultant are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the Agreement with the Consultant. The Village of Brookfield may terminate the Agreement if it is later determined that the Consultant rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the Agreement.

I, \_\_\_\_\_, hereby certify that I am the  
(Name of Person Certifying)  
\_\_\_\_\_ of \_\_\_\_\_, (the "Consultant")  
(Office of Person Certifying) (Name of Contractor)

and as such hereby represent and warrant to the Village of Brookfield, a unit of local government, that the Consultant, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Consultant hereby represents and warrants to the Village of Brookfield, Illinois, that:

- (D) The Consultant, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Consultant's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
      - i. Abide by the terms of the statement;



- ii. 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:
  - a. The dangers of drug abuse in the workplace;
  - b. The Consultant's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance program; and
  - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph (D)(1)c.ii. 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 30 ILCS 580/5;
- (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 this section;
- (E) The Consultant has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the Agreement on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) The Consultant, at the time the Consultant submitted a proposal on this Agreement, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the

Consultant; or, if the Consultant's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Consultant, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Consultant, the Consultant has disclosed to the Village in writing the name(s) of the holder of such interest;

- (H) No officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant in violation of Chapter 2, Article VII of the Code of Ordinances of Brookfield, Illinois;
- (I) The Consultant has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of Brookfield, Illinois.
- (J) 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 and 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.

If any certification made by the Consultant changes, the Consultant shall notify the Village of Brookfield, Illinois in writing within seven (7) days.

Dated: \_\_\_\_\_

Consultant: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Consultant)

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

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated : \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**Appendix B**

**VILLAGE OF BROOKFIELD, ILLINOIS  
CONSULTANT SERVICES AGREEMENT  
WITH  
[Name of Consultant]  
FOR  
THE ZONING CODE UPDATES PROJECT**

This Agreement made **[Date of Agreement]** between the Village of Brookfield, Illinois (the “Village”), an Illinois municipal corporation, and **[Name and Address of Consultant]**, **[an individual/ a general partnership/ an Illinois corporation/ a foreign corporation authorized to do business in Illinois/ an Illinois limited liability company/ a foreign limited liability company authorized to do business in Illinois]**, for **[Description of Services]**.

The Consultant hereby agrees as hereinafter set forth:

**1. Scope of Services.** The Consultant shall perform the following Services to the Village as and when required for the analysis and creation of Zoning Code Updates (“RDO”) as follows:

**1.1 [Consultant Services to be Performed]**

The Services described herein are hereinafter referred to as the “Services.”

**2. Commencement and Completion of Services.** The Consultant shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Consultant, the Consultant shall complete all Services to be performed under this Agreement in a timely manner. The Consultant acknowledges that time is of the essence of this Agreement and in the performance and completion of the Consultant’s Services.

**3. Village’s Cooperation.** The Village shall (i) provide the Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with the Consultant when requested; and (iii) ensure reasonable cooperation of the Village’s employees in the Consultant’s activities. The Village agrees to supply the Consultant with a digital copy of Geographic Information Systems Technology (“GIS Data”), subject to the conditions as set forth in Exhibit A to this Agreement attached hereto.

**4. Consultant’s Compensation.** The Village shall pay the Consultant for the performance of the Services a fee of **[Description of Consultant’s Fee]**.

**5. Payments.** The Consultant's compensation shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

**6. Confidentiality.**

**6.1** It is anticipated that the Village will disclose to the Consultant certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to the Consultant any ownership or other proprietary interest in the Confidential Information. The Consultant does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Consultant with a need to know for purposes of the performance of the Services hereunder. The Consultant acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Consultant without the Village's express authorization would be harmful and damaging to the Village's interests:

**6.1.1** All information relating to the Services being performed by the Consultant under this Agreement regardless of its type or form which is not known to the public.

**6.1.2** Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

**6.2** This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Consultant's partners', members' and employees' spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

**6.3** All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Consultant or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

**6.4** The Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in the Consultant's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by the Consultant; or (e) is disclosed under operation of law, governmental regulation, including, but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State, or court order, provided the Consultant first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

**6.5** Upon termination of this Agreement or earlier at the Village's request at any time, the Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

**6.6** In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village and there would be no adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

## **7. Work Made for Hire.**

**7.1** All work product created or developed hereunder, including, but not limited to, specifications, reports and any other documents prepared by the Consultant in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Consultant relating in any manner to the Services performed by the Consultant or by anyone else and used by the Consultant in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

**7.2** The Consultant hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Services, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Consultant grants permission to the Village to register the copyright and other rights in the Services in the Village's name. The Consultant shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Consultant further grants to the Village full, complete and exclusive ownership of the Services. The Consultant shall not use the Services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion

of the Services or other termination of this Agreement, the Consultant shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Consultant irrevocably and unconditionally waives all rights in all such Services products. The Consultant warrants that all work product of the Consultant will be original, except as otherwise agreed in writing with the Village.

**7.3** In the event that the Village provides the Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Consultant shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

**8. Insurance Requirements.** The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Consultant, its agents, representatives, employees or subcontractors.

**8.1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

**8.1.1** Commercial General Liability - Occurrence form; and

**8.1.2** Automobile Liability; and

**8.1.3** Professional Liability/ Errors and Omissions policy; and

**8.1.4** Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

**8.2 Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

**8.2.1** Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate.

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

**8.2.3** Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.

**8.2.4** Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

**8.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Village.

**8.4 Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

**8.4.1 Commercial General Liability and Automobile Liability Coverages:**

**8.4.1.1** The Village, its officials, employees and volunteers are to be covered as insureds as respects liability arising out of Services performed by or on behalf of the Consultant as well as equipment procured, owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

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

**8.4.1.3** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

**8.4.1.4** 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.

**8.4.2 Worker's Compensation and Employers' Liability Coverage:**

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Consultant for the Village.

**8.4.3 All Coverages:**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

**8.4.4 Acceptability of Insurers:**

**8.4.4.1** The Consultant shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**8.4.4.2** The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees 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 may be on forms provided by the Village and are to be received and approved by the Village before any Services commence. The Village reserves the right to request full, certified copies of the insurance policies.

**9. Certifications.** The executed Agreement shall be accompanied by a Consultant's Certification in the form provided by the Village and submitted to the Village in the Consultant's proposal.

**10. Record Retention.** The Consultant shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Consultant shall be available for review and audit by the Village. The Consultant shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Consultant to maintain the books, records and supporting documents required by this section or the failure by the Consultant to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or the Consultant's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

**11. Equal Employment Opportunity.**

**11.1.** 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, 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 this Agreement may be canceled or voided in whole or in part, and 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:

**11.1.1.** That the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status 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 underutilization.

**11.1.2.** That, if the Consultant hires additional employees in order to perform this Agreement or any portion of this Agreement, it will determine the availability (in accordance with

the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Consultant may reasonably recruit; and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

**11.1.3.** That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

**11.1.4.** That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Consultant will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

**11.1.5.** That the Consultant will submit reports as required by the Illinois Department of Human Rights 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 Illinois Department of Human Rights' Rules and Regulations.

**11.1.6.** That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

**11.1.7.** That the Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. 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 subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**12. Prohibition of Segregated Facilities.** The Consultant will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any

waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise, the Consultant shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Consultant will retain such certifications in its files.

**13. Sexual Harassment Policy.** The Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2 105(A)(4).

**14. Assignment of Contract.** The Agreement shall be deemed to be exclusive between Village and the Consultant. This Agreement shall not be assigned by the Consultant without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Consultant for any reason.

**15. Indemnification.** The Consultant shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of the Services by the Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers.

**16. Notices.** Written notices between Village and the Consultant shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

A. If to the Village:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Timothy C. Wiberg, Village Manager

B. If to Consultant:

**[Name of Consultant]**  
**[Street Address of Consultant]**  
**[City, State Zip Code of Consultant]**  
**[Name and Title of Consultant's Officer to be Notified]**

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**17. Entire Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Consultant. This Agreement is executed that day and year first written above.

**18. Termination of Agreement.** This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed. Notwithstanding anything to the contrary herein, the term of this Agreement shall not exceed the term of the Village President holding office at the time the Agreement is executed.

**19. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

**20. Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Village: **Village of Brookfield, Illinois,**

Consultant: **[Name of Consultant]**

By: \_\_\_\_\_  
Michael J. Garvey, Village President

By: \_\_\_\_\_  
**[Name of Authorized Officer, Title]**

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Brigid Weber, Village Clerk

By: \_\_\_\_\_  
**[Name of Authorized Officer, Title]**

## Exhibit A

### **GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER**

The Village of Brookfield (“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 will be limited to the scope of the Work that the Consultant is to provide for the Village.
- 2. Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work.
- 3. Agreement with Respect to GIS Data.**
  - 3.1. Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
  - 3.2. Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;
  - 3.3. Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
  - 3.4. 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 of the GIS Data; and
  - 3.5. Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.