

**VILLAGE OF NORTHBROOK
REQUEST FOR PROPOSALS (RFP)
FOR MANAGEMENT OF THE VILLAGE'S CROSS CONNECTION CONTROL PROGRAM
February 12, 2026**

Introduction:

The Village of Northbrook ("Owner") is requesting proposals for professional consultant services ("Consultant Services"), to provide on-going management of Owner's Cross Connection Control Program ("Program") to achieve 100% regulatory compliance and protect Owner's water system from contamination by eliminating cross connections. The Consultant Services will include Program management such as conducting triennial surveys and managing the survey results, receiving and tracking all annual certifications of backflow prevention devices, and creating and, with Owner's approval, distributing educational materials for customers and the general public.

Respondents must be able to demonstrate previous experience with similar projects as described herein. The submitted proposal should include the firm's qualifications, scope of services, project schedule (Appendix A) and costs proposal (Appendix B) for completing the Consultant Services as further specified below. Enforcement of the regulations for this Program shall be the sole responsibility of Owner; however, Owner may require the Consultant or the Consultant's agents to serve as a witness on Owner's behalf at the Village of Northbrook Local Adjudication Hearings.

Background:

Owner owns and maintains a single water utility system that serves roughly 13,000 service connections located in the Village of Northbrook. As part of its on-going maintenance responsibilities, Owner is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency regulations mandating the use of backflow prevention devices to eliminate cross connections.

Scope of Consultant Services/Tasks:

Consultant Services will include but are not limited to program implementation, creation of notices and educational materials that may be distributed to the public, a 24/7/365 web base customer portal, the tracking and reporting of all new and existing backflow devices, and in accordance with the Illinois Environmental Protection Agency ("IEPA") regulations, conducting a cross connection control survey of the distribution system at least every three (3) years to identify potential backflow hazards. Surveys for all customers, both residential and non-residential, connected to Owner's distribution system of the community water supply must be completed in calendar year 2026 and every three (3) years thereafter.

Below are brief descriptions of the anticipated components of the Program. The detailed scopes of services follows under the "Scope of Consultant Services/Tasks" section.

The following sections outline the components of the Program that need to be performed or provided for each component of this Program unless otherwise designated by Owner. If any

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additional tasks are added by the Respondent, please note as such by either bolding or italicizing under the "Program Approach" section of the submission.

Management of Owner's Cross Connection Program (to begin immediately after contract execution)

1. Program Review/Development

Conduct a review of Owner's existing cross connection program in partnership with Owner's staff and make recommendations for revisions or updates as applicable.

2. Educational /Notice of Transition Materials

Creation or provision of forms, educational material, and letters that can be customized to Owner's program at no additional charge.

Authorization from Owner, in the form of a written notice to proceed, will be required before the Consultant can proceed with the distribution of any communications or notifications with Owner's customers. Draft and submit for approval all current educational materials related to:

- a. The State of Illinois' and Village of Northbrook's cross connection control regulations.
- b. Owner's specific cross connection control program.
- c. Backflow prevention devices and potential cross connections, and testing of devices.
 - I. Separate materials shall be drafted for residential and non-residential customers.
 - II. Use of only approved logo and language, to create, print or otherwise provide materials for Owner's use.
 - III. Materials shall be developed in multiple digital formats including, but not limited to, Word files, PowerPoint Presentations, text for website use and Portable Document Files (PDFs) and in various print formats including, but not limited to, informational letters, pamphlets and posters at Owner's request.
 - IV. Develop and submit for review all Program documents, including, but not limited to, survey forms, on-site inspection records, annual certification notices, confirmation or certification receipt notices, notices of non-compliance and any other miscellaneous documents required for the implementation of the Program.

3. Cross Connection Program Implementation

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Owner's goal is to achieve 100% regulatory compliance (i.e. 100% of customer accounts have reached full compliance with the Program requirements for both surveys and annual certifications). However, in recognition of the fact that it may require additional resources above and beyond the Consultant's ability to reach that goal, Owner's goal for the successful Consultant shall be at minimum 95% regulatory compliance.

To facilitate a smooth transition of the management and responsibility of Owner's cross connection control program to the successful Consultant, a multi-phased approach will be used for implementation as outlined below. Each of the items or tasks identified shall be the sole responsibility of the Consultant and include:

Identification of Contract Manager and Inspection Personnel

- a. The Consultant will identify the primary contract manager who will serve as Owner's primary point of contact and all inspections personnel to Owner.
- b. Project Manager shall be certified as an Illinois Cross Connection Control Device Inspector.
- c. The Project Manager shall also be certified as a Cross Connection Control Manager and Survey Inspector by the University of Florida's Training, Research and Education for Environmental Occupations (TREEO) Center or the University of Southern California.
- d. Project Manager shall have a minimum of ten (10) years' experience in program management.
- e. Ensure Survey/Inspection personnel shall be certified in Surveys and Inspections from the University of Florida TREEO or the University of Southern California or approved equal.

Mailed Surveys

Distribute surveys every three (3) years, beginning in year one (2026) then completed every three years thereafter over the Contract term, for both residential and non-residential properties.

Residential and Non-Residential Survey Implementation

- a. Surveys shall be distributed via U.S. Mail or other method approved by Owner to all residential and non-residential water customers. The Consultant shall be solely responsible for any costs for printing and distributing the survey. The survey document shall contain a telephone number to call with questions and a deadline for submittal.

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- b. Survey letters should include information on the individual customer's responsibilities under the Illinois Plumbing Code and IEPA Regulations, Owner's cross connection program and the survey process.
- c. The survey form shall be approved by the Village of Northbrook Director of Public Works or their designee prior to distribution.
- d. The survey must be sent out within ten (10) days of receiving approval from the Village of Northbrook Public Works Director or their designee.
- e. The Consultant shall provide multiple methods for completing and returning the survey including, but not limited to, return mailing, e-mail submission and via an electronic form on the Consultant's website.
- f. The Consultant shall prepare, distribute, respond to questions regarding and collect any and all responses to the residential or non-resident survey.
- g. Owner shall provide any and all account information necessary to facilitate the survey.
- h. The Consultant shall send out at least one notice following the deadline to all residential and non-residential accounts that have not submitted a survey.
- i. The Consultant is responsible for the following requirements as part of the survey process:
 - i. The Consultant is responsible for preparing, mailing, tabulating responses, and reporting to Owner the findings of the mailed survey for both phases.
 - ii. The Consultant shall submit an electronic draft report of the findings to Owner within sixty (60) business days of the survey being mailed.
 - iii. The Consultant shall provide monthly updates (every 20 business days) to the Village of Northbrook Public Works Director, prior to a report being compiled, on response rate and findings.
 - iv. Provide a draft report of the findings within sixty (60) business days of the survey being mailed to nonresidential customers.
 - v. The survey shall achieve at least a 40% response rate for residential and non-residential properties to be deemed acceptable. If, for whatever reason, a 40% response rate cannot be achieved within 90 days of the initial mailing of the survey, the Consultant shall notify Owner and request permission to proceed with the Visual Survey.
 - vi. The Consultant shall serve as the primary point of contact regarding this survey and shall be responsible for taking and responding to all customer questions regarding the survey.
 - vii. The Consultant's web-based customer portal shall have the ability to verify the owner/resident or non-resident and document information provided for the convenience of residents and business owners.

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- viii. The Customer portal must be available to Owner and its customers for viewing records, reports, status and uploading or downloading documents, letters, reports and notices.

On-Site Inspections and Visual Surveys

Following completion of the mailed survey or with Owner's written permission, the Consultant shall perform on-site inspections of non-residential properties and site surveys of residential properties, which either did not respond to the survey or indicated that they do not need a backflow prevention device.

- a. The Consultant shall be responsible for all notifications and scheduling of on-site inspections.
- b. These surveys shall be done by the Consultant's Inspection Staff and be focused on verifying any and all existing information on the backflow devices utilized by each account, documenting any unknown devices and identifying where additional devices are required. The following requirements shall be imposed on the survey process:
 - i. Visual surveys shall be done using a staggered system where the Village of Northbrook is divided into eight (8) inspection areas corresponding to Owner's existing snow removal routes.
 - ii. The Consultant shall complete the visual survey of at least one inspection area per month, weather permitting.
 - iii. Visual surveys may be completed on foot or by vehicle. If on foot, the survey must be conducted from the sidewalk, parkway or street with each Inspector having identification indicating that they work for the Consultant. Under no circumstances shall Inspection Staff go onto private property.
 - iv. Each visual survey shall collect the location and number of any previously unknown cross connections.
 - v. The Consultant shall identify and inventory or verify all existing backflow prevention devices, cataloging such information as service type (lawn irrigation, fire suppression, etc.) device manufacturer, device serial number, size, installation location, tester (if available), and last date tested (if available).
 - vi. The Consultant shall identify, digitally photograph, and catalog all cross connections and potential cross connection hazards. Digital photographs shall be attached to each site in the software as "backup" documentation.
 - vii. The Consultant shall provide proper photo identification and have an introductory letter on Village of Northbrook letterhead explaining their presence when conducting on-site inspections.

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- viii. Within 14 days of each inspection, the Consultant shall provide the property owner with proper written notification of any deficiencies noted and the steps required for the property owner or water customers to correct the deficiency. This notice must include the Consultant's telephone number to call with questions and a deadline for compliance.
- ix. The Consultant shall send up to two additional notices: one prior to the compliance deadline and one immediately after the deadline has passed providing a final deadline. If, after the second deadline has passed, the account is either non-compliant or has not established contact, the Consultant shall remit the information to Owner for further enforcement steps.
- x. The Consultant shall provide a prioritized listing of all accounts, wherein the professional opinion of the Consultant indicates whether an appropriate backflow prevention device is warranted. This will be accomplished by the generation and submittal to Owner of a non-compliance hazard report. The non-compliance, hazard reports, site survey reports shall be submitted to Owner every thirty (30) days.
- xi. The Consultant shall provide written notification to Owner regarding all non-compliant accounts detailing why they are non-compliant and what action they need to take to become compliant.
- xii. The Consultant shall document any irregularities in the account's plumbing system (i.e., illegal connections prior to Owner's water meter).

Reporting

The Consultant shall prepare and provide the following reports:

- a. Monthly mailed or delivered (electronically or otherwise) Survey Results: During the mailed survey, the Consultant shall provide a report on the first of each month following the beginning of the mailed survey detailing current findings and response rates. This report shall be provided until the close of the mailed survey.
- b. Monthly Visual Survey Results: During the visual survey, the Consultant shall provide a report on the first of each month following the beginning of the visual survey detailing current findings and any discovered cross connections or devices. This report shall be delivered until the close of the visual survey.
- c. Final Mailed Survey Results: The Consultant shall deliver a final report regarding the mailed survey detailing the final response rate and findings. This report shall be delivered no more than 14 days following closure of the survey.
- d. Final Summary Results: The Consultant shall deliver a final report regarding and summarizing the results of the total residential survey including the compliance

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rate and findings. This report shall be delivered no more than 14 days following closure of the Visual survey.

4. Backflow Device Annual Certification Management

The Consultant shall be responsible for managing and maintaining all records associated with the annual submission of backflow device testing certifications. Upon assumption of these duties, the Consultant shall be responsible for the collection and processing of certifications and the all Program notifications as outlined below:

a. Annual Notification Schedule

The following annual schedule of notifications shall be utilized for the purposes of this Program component:

- i. The Consultant shall mail a notice that includes information regarding the annual certification requirements to all residential and non-residential properties for which a backflow prevention device is on file, but no annual certification has yet been received.
- ii. This mailing shall cover topics such as what cross connections are, where backflow devices are required and what the responsibilities of the property owner are under state and local regulations.
- iii. The notice will be mailed in time to give the customer no less than thirty (30) days to respond before the due date.
- iv. One day after the due date, the Consultant shall mail past due notices to all residential and non-residential properties for which a backflow prevention device is on file but no annual certification has been received with a notice that their annual certification has not been received. The notice shall explain the steps the property owner or water customer must take to have the device certified; provide a telephone number to call and a deadline to comply.
- v. If compliance is not reached by the specified deadline, the Consultant shall forward the account information to Owner for enforcement.

b. Notification of Rejection of Annual Certification

- i. The Consultant will notify test companies (i.e., plumbers) in writing if the test data is incorrect, invalid, incomplete or the gage calibrations are out of date. Test companies should also be made aware by the Consultant that if a test is rejected by the Consultant, it will be deemed non-compliant.
- ii. If the Consultant rejects an annual certification for any reason, the Consultant shall notify the tester either in writing or verbally (a written record of the conversation must be maintained). The Consultant shall also notify the individual customer in writing in the event an invalid report is not addressed promptly by the tester.

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- iii. Notify the individual water customer in writing in the event an invalid report is not addressed promptly by the tester or record owner.

5. Cross Connection Control Program Records Management

The Consultant shall be responsible for managing and maintaining all records associated with the cross connection control program. Specifically, the Consultant shall be responsible for receiving and tracking all certifications of backflow prevention devices as well as all survey results.

All of these documents shall be deemed to be the property of Owner and shall be furnished to Owner upon request. Documents shall be maintained in an electronic format approved by Owner for the duration of the Contract for the Consultant Services and shall be immediately returned to Owner following conclusion of Contract. The list of records to be maintained shall include, but not be limited to, the following:

- a. The results of any and all surveys, including survey responses or on-site/visual inspections.
- b. The name and location of each pre-existing or discovered cross connection and the recommended corrective actions for such as a result of the surveys.
- c. The compliance results for each pre-existing or discovered cross connection device as well as the following information for each device:
 - i. Owner name, address, contact information (including telephone number, e-mail, etc.) and location within owner's property
 - ii. Type of assembly
 - iii. Serial Number
 - iv. Purpose of cross connection device protects (irrigation, fire suppression, etc.)
- d. The actual test results for each backflow prevention device following formal assumption of the responsibilities for collecting certifications as well as the following information regarding testing:
 - i. Any and all repairs made and the date completed for each backflow prevention device.
 - ii. The name and address of the person and/or company that performed the repair/certification services.
 - iii. The repairer's or tester's license credentials.
 - iv. The repairer's or tester's state registration.
 - v. The test gauge serial number and calibration dates (to ensure equipment has been calibrated within prior 12 months).
 - vi. An electronic copy of the repairer's or tester's submittal.

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6. Miscellaneous Provisions for Annual and Monthly Reporting

In addition to the reporting required as part of the surveys, the Consultant shall furnish the following reports to Owner:

- a. Annual Report: On or about January 5 of each year of the Program, the Consultant shall prepare and deliver to the Village of Northbrook Public Works Director a detailed report of the actions taken by the Consultant over the prior calendar year and status of the Program. The topics to be included in the report include the following:
 - i. Total compliance rate
 - ii. Number of certification reports received
 - iii. Total number of known cross connections
 - iv. Number of inspections/site surveys completed
 - v. Number of notices of certifications sent out
 - vi. Number of accounts past due
 - vii. Number of recommendations made to the Water Division for action
- b. Monthly Reports: On or about the 5th of each month, the Consultant shall prepare and deliver to the Village of Northbrook Public Works Director the previous month's performance indicators. The indicators shall include, but not be limited to,:
 - i. Number of certification reports received
 - ii. Number of inspections/site surveys completed
 - iii. Number of accounts past due
 - iv. Number of recommendations made to the Water Division for action
- c. Inspection Staff Identification: Any and all of the Consultant's Inspection Staff tasked with completing on-site or visual surveys shall be properly identified with proper photo identification and have an introductory letter on Village of Northbrook letterhead explaining their presence.
- d. Responsibility for Damage: The Consultant shall be solely responsible for any damage caused to plumbing or appurtenances from inspection if it is determined by Owner that said damage was a result of the Consultant's workmanship or negligence.
- e. Software, Database and Record Management: The Consultant will migrate all existing customer data and attachments to its database if required by Owner. Owner will provide the Consultant with any relevant data in its possession to accomplish the tasks set forth in this Scope of Services. At the point of transfer, the Consultant shall be responsible for any and all maintenance of the data. The Consultant shall ensure that the applicable software or database is updated in a timely manner and shall furnish all reports or data requested by Owner, the

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Illinois Environmental Protection Agency or Illinois Department of Natural Resources.

- f. Enforcement Authority: Owner explicitly does not delegate the authority to enforce State of Illinois Statutes or Owner Ordinances. All enforcement authority shall remain with Owner unless specifically delegated by the Village Manager in written form.
- g. Freedom of Information Act Requests: As a consultant to Owner, the Consultant may be required to supply Owner with records it is maintaining on Owner's half in order to allow Owner to comply with state statutes such as the Illinois Freedom of Information Act. These records shall be delivered in a timely fashion such that Owner can meet the statutory timelines of the Freedom of Information Act.
- h. Independence: The Consultant shall be required to disclose any and all subsidiaries or other business entities that the Consultant has a relationship with and that does work associated with the scope of work outlined in this RFP and the subsequent Professional Services Contract.

Project Schedule:

It is the intent to begin the Program immediately upon execution of a Contract with the chosen consultant. Owner's intent is to have the Village Board consider a Contract with the chosen consultant on March 10, 2026. Below is a tentative schedule of events for the development and implementation of the cross connection control program.

Key Dates:

Questions and requests for information due:	February 19, 2026 by 3:00 p.m.
Qualifications due:	February 26, 2026 by 3:00 p.m.
Award of Contract	March 10, 2026
Program Implementation Meeting	Week of March 16, 2026

Instructions to Consultants:

Preparation of Proposals

All proposals must be signed by an authorized representative/official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. All reimbursable expenses

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including office supplies and travel expenses shall be included within the **unit or line price for each item.**

Clarifications & RFI's

Owner reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are due. Questions and requests for information must be submitted in writing before 3:00 p.m. local time on February 19, 2026 to Julie Gray, Assistant Public Works Director at Public Works, julie.gray@northbrook.il.us. All email communications must include the subject line "2026 Cross Connection Control Program RFP". Owner will issue addendums to the RFP and/or responses to questions on the Village of Northbrook's website <https://www.northbrook.il.us/bids.aspx>. It is the responsibility of the proposer to check the website for addendums. All proposals submitted must acknowledge receipt of all addenda issued by Owner. Any other information of any kind from any other source shall not be considered official, and Respondents relying on other information do so at their own risk

Proposal Due Date & Submittal Procedure

Please submit the following items in a single sealed envelope:

- Four (4) bound paper copies of the proposal

Please label the sealed envelope as follows:

Village of Northbrook
Proposal for Professional Services
Management of the Village's Cross Connection Control Program
[Consultant's full legal name]

Sealed proposals will be received until **3:00 p.m. local time on February 26, 2026**. Proposals shall be delivered to the Village of Northbrook's Public Works office which is located at:

**Village of Northbrook
Attention: Julie Gray, Assistant Public Works Director
655 Huehl Road
Northbrook, Illinois 60062**

Each response shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Each proposer assumes responsibility for timely submission of its proposal. Proposals received after the time specified above will be returned unopened.

All proposals must be delivered to and received by Owner no later than the due date regardless of postmark date. Proposals submitted via facsimile or e-mail will not be accepted. Proposals must be submitted in the manner described in this RFP.

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Required Contents of the Proposal:

Each proposal must include the following information:

1. Firm Experience:

Describe relevant experience in overseeing and managing cross connection control programs. In addition, detailed project descriptions of no less than five reference projects shall be included. The project descriptions shall be current, directly related to the scope of work contained herein, and limited to a maximum of one full-page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and e-mail).

2. Project Team and Team Qualifications: Provide a Project Team Chart (with resumes) identifying the team's:

- a. Project Manager
- b. Other Relevant Staff
- c. Sub-Consultants

3. Approach to Program: Include a comprehensive discussion of the proposed approach to the Program and highlight any proposed additional or removed tasks from the Scope of Services. Include discussion and/or examples of call intake and management, record management, the software system to be utilized for managing data and reporting and the notifications to be issued as part of the approach.

4. References: Submit a list of no less than five references for which work of a similar nature has been performed in the last three years. Briefly describe the work completed for each reference and a list with the primary name with telephone number and e-mail address.

5. Cost Proposal: Complete and return the cost proposal sheet attached to this RFP under Appendix B.

Evaluation of Proposals:

The submitted proposals will be reviewed and selected based upon factors in this RFP, including the following:

1. Experience on similar projects with references (name, title, address, phone, e-mail & fax numbers) within the last three years only;
2. Firm Information (size, location, history, resources, etc.);
3. Qualifications (resumes) of personnel assigned to work on the project (project team), organizational chart, etc.;

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4. Ability to meet Program deadlines (availability of staff to perform services);
5. Completeness of project approach (detailed scope of services/tasks, etc.);
6. Any additional services/tasks not identified in this RFP that the Consultant believes will improve the Program, reduce costs and time, etc.; and
7. The Consultant's prior experience working with Owner, if applicable.

The Consultant must be qualified and demonstrate the capability to provide services required in accordance with the proposal specifications. Owner reserves the right to choose the overall best Consultant according to Owner's criteria. Owner, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated contract. Owner's decision will be final.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and service contract on final not-to-exceed cost as a means to recommend final selection to the Board of Trustees if necessary. Owner also reserves the right to negotiate with potential consultants so that Owner's best interests are served.

Freedom of Information Act

All information submitted to Owner in response to this RFP shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 et seq.) subsequent to the award of the Contract. Consultants are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Consultants desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the proposal due date.

Rejection of Proposals

Proposals that are not prepared in accordance with this RFP= may be rejected. If not rejected, Owner may request correction of any deficiency and accept the deficiently prepared proposal upon compliance with these instructions by the Consultants.

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Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Consultants. The final award of a Contract for the Consultant Services is in the sole discretion of the Village Board of Trustees. Issuance of this RFP does not obligate Owner to pay any costs incurred by a proposer in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public based on the evaluation factors in this RFP; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Consultants should not rely upon, or anticipate, such waivers in submitting their proposal.

Professional Services Contract:

The Village uses a standard Contract (with appropriate project description inserts/details) for consultant services, which the successful firm must execute. A copy of the form of Contract is included in Appendix D.

Any requested modifications that the Consultant plans to request to be made to the standard Contract must be noted in the Consultant's Proposal. The Village will take these requests under consideration in the review process. Changes requested after the submission of the proposal will not be considered.

Final acceptance and approval of the Contract will be at the discretion of the Village Board of Trustees.

Term:

The initial term of the Contract shall be for three (3) years from the date of award. Owner reserves the right to renew this Contract for two (2) additional one (1) year periods upon mutual agreement of the parties. At the end of any term, Owner reserves the right to extend this Contract for a period of up to sixty (60) days for the purpose of getting a new Contract in place, unless otherwise terminated as outlined in the Standard Professional Services Contract.

Appendix:

- Appendix A: Tentative Project Schedule
- Appendix B: Cost Proposal Sheet
- Appendix C: Insurance Coverages
- Appendix D: Form of Standard Professional Services Contract

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APPENDIX A:

TENTATIVE PROJECT SCHEDULE*

TASK/ACTIVITY	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Award/Execute Contract						
Obtain local Business License						
Create customer educational materials						
Collect and import Owner Customer data						
Build customer database in new website portal						
Notification to local testers of new program						
Telephone, email, and webinars training for testers						
Telephone, email & webinars training for Owner's staff						
Promotional materials and notices provided to Owner						
Initial "Test Due" notifications sent to customers						
Implementation of online tracking program						

**Owner provides this implementation plan as a courtesy. Please customize this project schedule as needed. Owner is aware the schedule is dependent on the receipt of its customer data and required approvals of implementation materials.*

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APPENDIX B:

COST PROPOSAL SHEET

BID PRICING BASED ON 3-YEAR INITIAL TERM				
Description	Estimated Quantity	Quantity Unit of Measure	Unit Price	Extended Price
Program Development and Implementation				
Program Development and Implementation for Residential and Non-Residential Customers	1	Lump Sum		
Survey				
Survey (Triennial) Mailing to Residential and Non-Residential Customers (2026 and 2029 Initial Term)	11,506	Lump Sum		
Site Inspection of Non-Responsive Customers				
Site Inspection of Non-Responsive Residential Customers	431	Per Address		
Site Inspection of Non-Responsive Non-Residential Customers	650	Per Address		
Annual Certification Submittal Cost				
Annual Certification Submittal Cost Residential and Non-Residential (Cost per backflow device to be paid by the Village of Northbrook)	5,863	Per Device		
Annual Certification Submittal Cost Residential and Non-Residential (Cost per backflow device to be paid by the Tester)	5,863	Per Device		

Notice to Respondents:

All Proposals are to be received on a unit price basis, the approximate quantities stated in this Schedule of Prices are Owner's estimate only for Owner's convenience in comparing proposals and shall not be relied upon by Respondents. Owner reserves the right to increase or decrease such quantities, and Respondent understands and agrees that payment for each Unit Price Item shall be made only on the actual number of acceptable units of Unit Price Item in compliance with the final Contract. Respondent hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed.

**Do not deviate from the format of the tables provided in this RFP. If a particular service or function is included within a unit or extended price you can write, "included in or with ____". If the item is not included or applicable to how your company does business, please write Not Applicable "NA" or No Bid "NB"*

**VILLAGE OF NORTHBROOK
REQUEST FOR PROPOSALS (RFP)
FOR MANAGEMENT OF THE VILLAGE'S CROSS CONNECTION CONTROL PROGRAM
February 12, 2026**

APPENDIX C:

INSURANCE COVERAGE

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$1,000,000 injury-per occurrence

\$500,000 disease-per employee

\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

**VILLAGE OF NORTHBROOK
REQUEST FOR PROPOSALS (RFP)
FOR MANAGEMENT OF THE VILLAGE'S CROSS CONNECTION CONTROL PROGRAM
February 12, 2026**

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

None anticipated _____

**VILLAGE OF NORTHBROOK
REQUEST FOR PROPOSALS (RFP)
FOR MANAGEMENT OF THE VILLAGE'S CROSS CONNECTION CONTROL PROGRAM
February 12, 2026**

**APPENDIX D:
FORM OF STANDARD PROFESSIONAL SERVICES CONTRACT
(TO BE EXECUTED WITH SELECTED CONSULTANT AT A LATER DATE)**

**VILLAGE OF NORTHBROOK
PROFESSIONAL SERVICES AGREEMENT
FOR CROSS CONNECTION CONTROL PROGRAM PROJECT MANAGEMENT**

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2026 (**“Effective Date”**) and is by and between the Village of Northbrook, an Illinois home rule municipal corporation (**“Village”**), and _____, an [*insert state and type of business entity*] (**“the Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s home rule and statutory powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: on-going management of the Village’s Cross Connection Control Program to achieve 100% regulatory compliance and protect the Village’s water system from contamination by eliminating cross connections (collectively, the **“Services”**).

B. Services. The Village has prepared, and the Consultant agreed to, a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services on the date specified in the Scope of Services (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the Village Manager regarding the progress of the Services during the term of this Agreement.

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

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any 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 of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions 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 or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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 will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary to complete the Services as specified in **Exhibit A**.

3. The Consultant will 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 its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation; Contract Price. The Village shall pay to the Consultant, in accordance with and subject to the terms and conditions set forth in this Section 2 and the Schedule of Prices and Compensation attached as **Exhibit B**, and the Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in **Exhibit B** (the "**Contract Price**"), subject to any additions, deductions, or withholdings provided for in this Agreement.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services and **Exhibit B**. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to

Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, 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. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will 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.

G. Additional Services. The Village will 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 the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. 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.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will 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 will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will 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 will 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" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will 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, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will 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 removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will be for a period of three years following the Commencement Date. The Agreement may be renewed for two additional one-year periods upon mutual consent and agreement of the Parties.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION: OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kind, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause

all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized

consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will 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.

E. 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 (i) 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 (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 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 is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") 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 that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit C** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration

of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking 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 the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the 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. The Village may terminate this Agreement and, notwithstanding anything in Section 4.B. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. 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.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will 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) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Cara Pavlicek, Village Manager
E-mail: Cara.Pavlicek@northbrook.il.us

With a copy to:

Village of Northbrook
Public Works Center
655 Huehl Road
Northbrook, Illinois 60062
Attention: Julie Gray, Assistant Public Works Director
E-mail: Julie.Gray@northbrook.il.us

With a copy to:

Elrod Friedman LLP
350 North Clark Street, 2nd Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod
E-mail: Steven.Elrod@ElrodFriedman.com

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

[INSERT CONSULTANT FIRM NAME]
[INSERT STREET ADDRESS]
[INSERT CITY, STATE, ZIP]
Attention: **[PROJECT SUPERVISOR]**
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. 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 Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. 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 will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. 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 must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

1. Project Description:

Consultant Services will include but are not limited to program implementation, notices and educational materials that may be distributed to the public, a 24/7/365 web base customer portal, the tracking and reporting of all new and existing backflow devices, and in accordance with the Illinois Environmental Protection Agency regulations ("**IEPA**"), conduct a cross connection control survey of the distribution system at least every three (3) years to identify potential backflow hazards. Surveys for all customers, both residential and non-residential connected to the Village's distribution system of the community water supply must be completed in calendar year 2026 and three (3) years thereafter.

2. Approvals and Authorizations:

Consultant shall obtain any required approvals and authorizations listed in the Scope of Services.

3. Commencement Date:

The date of execution of the Contract by the Village.

4. Description of Services:

The following services/tasks including, but not limited to, the following will need to be performed/provided for each Component Project, unless otherwise designated (if any additional tasks are added by the Proposer, please note as such by either bolding or italicizing under the "Project Approach" section of the submission):

Note: Authorization from the Village in the form of a written notice to proceed will be required before proceeding with each phase or distributing any notifications.

Management of the Village's Cross Connection Program (to begin immediately after contract execution)

1. Program Review/Development

Conduct a review of the Village's existing cross connection program in partnership with The Village's staff and make recommendations for revisions or updates as applicable.

2. Educational /Notice of Transition Materials

Forms, educational material, and letters can be customized to the Village's program at no additional charge.

Authorization from the Village in the form of a written notice to proceed will be required before the Consultant can proceed with the distribution of any communications or

notifications with the Village's customers. Draft and submit for approval all current educational materials related to:

- a. The State of Illinois' and Village of Northbrook's cross connection control regulations.
- b. The Villager's specific cross connection control program.
- c. Backflow prevention devices and potential cross connections, and testing of devices.
 - I. Separate materials shall be drafted for residential and non-residential customers.
 - II. Use of only approved logo and language, to create, print or otherwise provide materials for the Village's use.
 - III. Materials shall be developed in multiple digital formats including but not limited to Word files, PowerPoint Presentations, text for website use and Portable Document Files (PDFs) and in various print formats including but not limited to informational letters, pamphlets and posters at the Village's request.
 - IV. Develop and submit for review all program documents, including but not limited to survey forms, on-site inspection records, annual certification notices, confirmation or certification receipt notices, notices of non-compliance and any other miscellaneous documents required for the implementation of the program.

3. Cross Connection Program Implementation

The Village's goal is to achieve 100% regulatory compliance (i.e. 100% of customer accounts have reached full compliance with the program requirements for both surveys and annual certifications). However, in recognition of the fact that it may require additional resources above and beyond the Consultant's ability to reach that goal, The Village's goal for the successful Consultant shall be at minimum 95% regulatory compliance.

To facilitate a smooth transition of the management and responsibility of the Village's cross connection control program to the successful Consultant, a multi-phased approach will be used for implementation as outlined below. Each of the items or tasks identified shall be the sole responsibility of the Consultant and include:

Identification of Contract Manager and Inspection Personnel

- a. The Consultant will identify the primary contract manager who will serve as the Village' primary point of contact and all inspections personnel to the Village.
- b. Project Manager shall be certified as an Illinois Cross Connection Control Device Inspector.
- c. The Project Manager shall also certified as a Cross Connection Control Manager and Survey Inspector by the University of Florida's Training, Research and Education for Environmental Occupations (TREEO) Center or the University of Southern California.
- d. Project Manager shall have a minimum of ten (10) years' experience in program management.
- e. Ensure Survey/Inspection personnel shall be certified in Surveys and Inspections from the University of Florida TREEO or the University of Southern California or approved equal.

Mailed Surveys

Distribute surveys every three (3) years, in year one (2026) then completed every three years thereafter over the Agreement term, for both residential and non-residential properties.

Residential and Non-Residential Survey Implementation

- a. Surveys shall be distributed via U.S. Mail or other method approved by the Village to all residential and non-residential water customers. The Consultant shall be solely responsible for any costs for printing and distributing the survey. The survey document shall contain a telephone number to call with questions and a deadline for submittal.
- b. Survey letters should include information on the individual customer's responsibilities under the Illinois Plumbing Code and IEPA Regulations, the Village's cross connection program and the survey process.
- c. The survey form shall be approved by the Director of Public Works or his/her designee prior to distribution.
- d. The survey must be sent out within ten (10) days of receiving approval from the Public Works Director or his/her designee.
- e. The Consultant shall provide multiple methods for completing and returning the survey including but not limited to return mailing, e-mail submission and via an electronic form on the Consultant's website.
- f. The Consultant shall prepare, distribute, respond to questions regarding and collect any and all responses to the residential or non-resident survey.
- g. The Village shall provide any and all account information necessary to facilitate the survey.
- h. The Consultant shall prepare, distribute, respond to questions regarding and collect any and all responses to the residential or non-resident survey.
- i. The Consultant shall send out at least one notice following the deadline to all residential and non-residential accounts that have not submitted a survey.
- j. The Consultant is responsible for the following requirements as part of the survey process:
 - i. The Consultant is responsible for preparing, mailing, tabulating responses, and reporting to the Village the findings of the mailed survey for both phases.
 - ii. Consultant submit an electronic draft report of the findings to the Village within sixty (60) business days of the survey being mailed.
 - iii. Consultant shall provide monthly updates (every 20 business days) to the Public Works Director, prior to a report being compiled, on response rate and findings.
 - iv. Provide a draft report of the findings within sixty (60) business days of the survey being mailed to nonresidential customers.
 - v. The survey shall achieve at least a 40% response rate for residential and non-residential properties to be deemed acceptable. If, for whatever reason, a 40% response rate cannot be achieved within 90 days of the initial mailing of the survey, the Consultant shall notify Village and request permission to proceed with the Visual Survey.
 - vi. The Consultant shall serve as the primary point of contact regarding this survey and shall be responsible for taking and responding to all customer questions regarding the survey.

- vii. The Consultant's web-based customer portal shall have the ability to verify the owner/resident or non-resident and document information provided for the convenience of residents and business owners.
- viii. The Customer portal must be available to the Village and its customers for viewing records, reports, status and uploading or downloading documents, letters, reports and notices.

On-Site Inspections and Visual Surveys

Following completion of the mailed survey or with the Village's written permission, Consultant shall perform on-site inspections of non-residential properties and site surveys of residential properties, which either did not respond to the survey or indicated that they do not need a backflow prevention device.

- a. The Consultant shall be responsible for all notifications and scheduling of on-site inspections.
- b. These surveys shall be done by the Consultant's Inspection Staff and be focused on verifying any and all existing information on the backflow devices utilized by each account, documenting any unknown devices and identifying where additional devices are required. The following requirements shall be imposed on the survey process:
 - i. Visual surveys shall be done using a staggered system where the Village is divided into eight (8) inspection areas corresponding to the Village's existing snow removal routes.
 - ii. The Consultant shall complete the visual survey of at least one inspection area per month, weather permitting.
 - iii. Visual surveys may be completed on foot or by vehicle. If on foot, the survey must be conducted from the sidewalk, parkway or street with each Inspector having identification indicating that they work for the Consultant. Under no circumstances shall Inspection Staff go onto private property.
 - iv. Each visual survey shall collect the location and number of any previously unknown cross connections.
 - v. Identify and inventory or verify all existing backflow prevention devices, cataloging such information as service type (lawn irrigation, fire suppression, etc.) device manufacturer, device serial number, size, installation location, tester (if available), and last date tested (if available).
 - vi. Identify, digitally photograph, and catalog all cross connections and potential cross connection hazards. Digital photographs shall be attached to each site in the software as "backup" documentation.
 - vii. Provide proper photo identification and have an introductory letter on Village letterhead explaining their presence when conducting on-site inspections.
 - viii. Within 14 days of each inspection, the Consultant shall provide the property owner with proper written notification of any deficiencies noted and the steps required for the property owner or water customers to correct the deficiency. This notice must include the Consultant's telephone number to call with questions and a deadline for compliance.
 - ix. The Consultant shall send up to two additional notices: one prior to the compliance deadline and one immediately after the deadline has passed providing a final deadline. If, after the second deadline has passed, the account is either non-compliant or has not established contact, the Consultant shall remit the information to the Village for further enforcement steps.

- x. Provide a prioritized listing of all accounts, wherein the professional opinion of the vendor, an appropriate backflow prevention device is warranted. This will be accomplished by the generation and submittal to the Village of a non-compliance hazard report. The non-compliance, hazard reports, site survey reports shall be submitted to the Village every thirty (30) days.
- xi. Consultant shall provide written notification to the Village regarding all non-compliant accounts detailing why they are non-compliant and what action they need to take to become compliant.
- xii. Document any irregularities in the account's plumbing system (i.e., illegal connections prior to the Village's water meter).

Reporting

The Consultant shall prepare and provide the following reports:

- a. Monthly mailed or delivered (electronically or otherwise) Survey Results: During the mailed survey, the Consultant shall provide a report on the first of each month following the beginning of the mailed survey detailing current findings and response rates. This report shall be provided until the close of the mailed survey.
- b. Monthly Visual Survey Results: During the visual survey, the Consultant shall provide a report on the first of each month following the beginning of the visual survey detailing current findings and any discovered cross connections or devices. This report shall be delivered until the close of the visual survey.
- c. Final Mailed Survey Results: The Consultant shall deliver a final report regarding the mailed survey detailing the final response rate and findings. This report shall be delivered no more than 14 days following closure of the survey.
- d. Final Summary Results: The Consultant shall deliver a final report regarding and summarizing the results of the total residential survey including the compliance rate and findings. This report shall be delivered no more than 14 days following closure of the Visual survey.

4. Backflow Device Annual Certification Management

The Consultant shall be responsible for managing and maintaining all records associated with the annual submission of backflow device testing certifications. Upon assumption of these duties, the Consultant shall be responsible for the collection and processing of certifications and the all program notifications as outlined below:

a. Annual Notification Schedule

The following annual schedule of notifications shall be utilized for the purposes of this program component:

- i. The Consultant shall mail a notice that includes information regarding the annual certification requirements to all residential and non-residential properties for which a backflow prevention device is on file, but no annual certification has yet been received.
- ii. This mailing shall cover topics such as what cross connections are, where backflow devices are required and what the responsibilities of the property owner are under state and local regulations.
- iii. The notice will be mailed in time to give the customer no less than thirty (30) days to respond before the due date.
- iv. One day after the due date, the Consultant shall mail past due notices to all residential and non-residential properties for which a backflow prevention device is on file but no annual certification has been received a notice that their annual certification has not been received. The notice

shall explain the steps the property owner or water customer must take to have the device certified; provide a telephone number to call and a deadline to comply.

- v. If compliance is not reached by the specified deadline, the Consultant shall forward the account information to the Village for enforcement.

b. Notification of Rejection of Annual Certification

- i. Notify test companies (i.e., plumbers) in writing if the test data is incorrect, invalid, incomplete or the gage calibrations are out of date. Test companies should also be made aware by the Consultant that if a test is rejected by the Consultant, it will be deemed non-compliant.
- ii. If the Consultant rejects an annual certification for any reason, the Consultant shall notify the tester either in writing or verbally (a written record of the conversation must be maintained). The Consultant shall also notify the individual customer in writing in the event an invalid report is not addressed promptly by the tester.
- iii. Notify the individual water customer in writing in the event an invalid report is not addressed promptly by the tested or record.

5. Cross Connection Control Program Records Management

The Consultant shall be responsible for managing and maintaining all records associated with the cross connection control program. Specifically, the Consultant shall be responsible for receiving and tracking all certifications of backflow prevention devices as well as all survey results.

All of these documents shall be deemed to be the property of the Village and shall be furnished to the Village upon request. Documents shall be maintained in an electronic format approved by the Village for the duration of the Agreement and shall be immediately returned to the Village following conclusion of Agreement. The list of records to be maintained shall include but not be limited to the following:

- a. The results of any and all surveys, including survey responses or on-site/visual inspections.
- b. The name and location of each pre-existing or discovered cross connection and the recommended corrective actions for such as a result of the surveys.
- c. The compliance results for each pre-existing or discovered cross connection device as well as the following information for each device:
 - i. The Village name, address, contact information (including telephone number, e-mail, etc.) and location within owner's property
 - ii. Type of assembly
 - iii. Serial Number
 - iv. Purpose of cross connection device protects (irrigation, fire suppression, etc.)
- d. The actual test results for each backflow prevention device following formal assumption of the responsibilities for collecting certifications as well as the following information regarding testing:
 - i. Any and all repairs made and the date completed for each backflow prevention device.
 - ii. The name and address of the person and/or company that performed the repair/certification services.
 - iii. The repairer's or tester's license credentials.
 - iv. The repairer's or tester's state registration.

- v. The test gauge serial number and calibration dates (to ensure equipment has been calibrated within prior 12 months).
- vi. An electronic copy of the repairer's or tester's submittal.

6. Miscellaneous Provisions for Annual and Monthly Reporting

In addition to the reporting required as part of the surveys, the Consultant shall furnish the following reports to the Village:

- a. Annual Report: On or about January 5 of each year of the program, the Consultant shall prepare and deliver the Public Works Director with a detailed report of the actions taken by the Consultant over the prior calendar year and status of the program. The topics to be included in the report include the following:
 - i. Total compliance rate
 - ii. Number of certification reports received
 - iii. Total number of known cross connections
 - iv. Number of inspections/site surveys completed
 - v. Notice of notices of certifications sent out
 - vi. Number of accounts past due
 - vii. Number of recommendations made to the Water Division for action
- b. Monthly Reports: On or about the 5th of each month, the Consultant shall prepare and deliver the Public Works Director with the previous month's performance indicators. The indicators shall include but not be limited to:
 - i. Number of certification reports received
 - ii. Number of inspections/site surveys completed
 - iii. Number of accounts past due
 - iv. Number of recommendations made to the Water Division for action
- c. Inspection Staff Identification: Any and all of the Consultant's Inspection Staff tasked with completing on-site or visual surveys shall be properly identified with proper photo identification and have an introductory letter on Village letterhead explaining their presence.
- d. Responsibility for Damage: The Consultant shall solely be responsible for any damage to plumbing or appurtenances resulting from inspection if it determined that said damage was a result of the Consultant's workmanship or negligence.
- e. Software, Database and Record Management: Consultant will migrate all existing customer data and attachments to its database if required by the Village. The Village will provide the Consultant with any relevant data in its possession to accomplish the tasks set forth in this Scope of Services. At the point of transfer, the Consultant shall be responsible for any and all maintenance of the data. The Consultant shall ensure that the applicable software or database is updated in a timely manner and shall furnish and all reports or data requested by the Village, the Illinois Environmental Protection Agency or Illinois Department of Natural Resources.
- f. Enforcement Authority: the Village explicitly does not delegate the authority to enforce State of Illinois Statutes or Village Ordinances. All enforcement authority

shall remain with the Village unless specifically delegated by the Director of Public Works in written form.

- g. Freedom of Information Act Requests: As a Consultant to the Village, the Consultant may be required to supply the Village with records it is maintaining on the Village's half. These records shall be delivered in a timely fashion such that the Village can meet the statutory timelines of the Freedom of Information Act.
- h. Independence: The Consultant shall be required to disclose any and all subsidiaries or other business entities that the Consultant has a relationship with that does work associated with the scope of work outlined in this RFP and the subsequent Professional Services Agreement.

5. Project Schedule

TO BE FINALIZED WITH SELECTED CONSULTANT AT A LATER DATE

6. Key Project Personnel Contact Information:

Name/Project Function: _____ Telephone: _____ E-Mail: _____

TO BE INSERTED BY SELECTED CONTRACTOR

EXHIBIT B

SCHEDULE OF PRICES AND COMPENSATION

EXHIBIT C

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$1,000,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Village as Additional Insured. The Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify the Village as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to the Village, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

None anticipated _____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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 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; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

b. **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.

c. **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;

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 of the GIS Data; and

e. **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.