



Village of Lake Villa

**Request for Proposals for Cedar Lake Island Shoreline  
Stabilization Feasibility Study**

---

**Issue Date:** Wednesday, January 29, 2026

**Submittal Deadline:** Tuesday, March 3, 2026

**Contact: Michael Strong, Village Administrator**

**[MStrong@lake-villa.org](mailto:MStrong@lake-villa.org)**

## 1. INTRODUCTION

The Village of Lake Villa ("Village") is seeking proposals from qualified firms to conduct a comprehensive feasibility study for shoreline stabilization of the island located within Cedar Lake. The study will evaluate environmentally sensitive solutions to address ongoing erosion, ensure long-term stability, and preserve the ecological integrity of Cedar Lake.

## 2. COMMUNITY INFORMATION

The Village of Lake Villa (population 8,741), known as the "gateway to the lakes region," is located in northwest Lake County, Illinois, approximately 40 miles north of O'Hare International Airport. The Village is uniquely defined by its natural resources, including Cedar Lake and Deep Lake, which provide scenic beauty, recreational opportunities, and ecological value to residents and visitors.

Cedar Lake is a glacial lake encompassing approximately 302 acres with a maximum depth of 44 feet and over four miles of shoreline. It serves as a vital ecological and recreational asset, supporting diverse aquatic habitats and activities such as boating, fishing, and swimming. The lake's water quality remains high, with seasonal clarity averaging over 12 feet and mesotrophic nutrient levels, indicating a relatively healthy ecosystem.

The shoreline of Cedar Lake includes public parks such as Lehmann Park, Glacier Park, Sherwood Park, and Frank M. Loffredo Park. Lehmann Park, located on the southeast shore, offers a beach, boat launch, playground, and picnic areas, and enforces a 10-horsepower limit on watercraft to protect the lake environment. These amenities make Cedar Lake a focal point for community recreation and tourism.

Beyond recreation, Cedar Lake contains significant natural resource areas, including the Cedar Lake Bog Nature Preserve, a sphagnum moss bog designated as an Illinois Nature Preserve and National Natural Landmark. This preserve hosts rare and endangered plant species such as water marigold (*Bidens beckii*) and fernleaf pondweed (*Potamogeton robbinsii*), underscoring the lake's ecological importance.

However, the island within Cedar Lake has experienced progressive shoreline erosion, threatening both environmental integrity and long-term stability. Loss of shoreline can degrade aquatic habitats, increase sedimentation, and diminish recreational value. Addressing this issue is critical to preserving the lake's ecological health, protecting sensitive species, and maintaining the Village's commitment to environmental stewardship as evidenced in its 2022 Comprehensive Plan.

In addition to its municipal responsibilities, the Village actively supports grassroots conservation initiatives, including collaboration with the "Friends of Cedar Lake", a local stakeholder group dedicated to preserving the lake's ecological health and recreational value. This partnership reflects the Village's commitment to environmental stewardship and community engagement, ensuring that efforts to address shoreline erosion align with broader goals of sustaining Cedar Lake's vitality and long-term conservation wellbeing.

## 3. SCOPE OF SERVICES

The selected consultant will undertake a comprehensive feasibility study that addresses both technical and environmental aspects of shoreline stabilization for Cedar Lake Island. The scope includes multiple phases designed to ensure a thorough understanding of site conditions and development of practical, sustainable solutions.

**A. Site Assessment**

Perform a high-level site assessment to document existing conditions, including shoreline erosion patterns, general topography, and observable environmental constraints. This may include reviewing available bathymetric data and conducting limited field reconnaissance sufficient to inform conceptual alternatives.

**B. Environmental and Regulatory Review**

Analyze potential environmental impacts of stabilization measures on aquatic habitats, wetlands, and adjacent natural resources. Identify applicable federal, state, and local permitting requirements and outline a permitting strategy with estimated timelines and costs.

**C. Concept-Level Alternatives**

Develop multiple stabilization concepts at a high level, focusing on feasibility rather than engineered design. Each concept should include a narrative description, illustrative diagrams (if applicable), and a discussion of anticipated effectiveness, environmental compatibility, and maintenance considerations.

**D. Preliminary Cost Estimates**

Provide opinion of probable costs for each concept, including construction, materials, and anticipated long-term maintenance. Cost ranges should be sufficient for comparative evaluation.

**E. Funding Opportunities**

Identify potential grant programs or funding sources that could support implementation of the preferred stabilization approach.

**F. Stakeholder Coordination**

Outline a strategy for engaging Village staff, regulatory agencies, and other stakeholders during the feasibility phase to ensure alignment with community priorities and regulatory compliance.

**G. Final Deliverables**

Prepare a written feasibility report summarizing findings, concept-level alternatives, cost opinions, permitting considerations, and recommended next steps. This report will serve as a decision-making tool for the Village to advance to design and implementation phases.

**4. PROPOSAL CONTENT & FORMAT**

Proposals should be clear, concise, and focused on demonstrating the firm's ability to perform a feasibility-level analysis. The following components are required:

**A. Letter of Interest**

Provide a brief cover letter summarizing your firm's interest in the project, qualifications, and understanding of the Village's objectives. The letter must be signed by an authorized representative.

**B. Firm Background & Qualifications**

Include an overview of your firm, highlighting experience with shoreline stabilization, erosion control, and environmental feasibility studies. Provide the location of your

nearest office to Lake Villa and note any relevant certifications or professional affiliations.

**C. Approach & Methodology**

Describe in detail how your firm will conduct the feasibility study. Outline your process for site assessment, environmental review, development of concept-level alternatives, cost estimation, and stakeholder coordination. Emphasize how your approach aligns with the Village's goals for sustainability and regulatory compliance.

**D. Key Project Personnel**

Identify the lead consultant and any specialists who will work on this project (e.g., environmental scientist, permitting expert). Include brief resumes or summaries of qualifications and their roles in the study.

**E. Relevant Project Experience & References**

Provide examples of similar feasibility or planning projects completed within the last five years. Include at least three references with contact information.

**F. Cost Proposal**

Submit a cost schedule that reflects feasibility-level work only. Break down estimated hours and fees by task (e.g., site assessment, environmental analysis, concept development, report preparation). Include hourly rates for key personnel.

**G. Additional Information (Optional)**

Include any information that demonstrates your firm's ability to deliver high-quality feasibility studies. Marketing materials are not necessary.

**5. SUBMISSION GUIDELINES & DEADLINE**

On or before the submittal deadline, each interested Respondent shall transmit to the Village of Lake Villa copies of the responding firm's Letter of Interest (Transmittal Letter), proposal, and other submittals outlined in Section 4 above.

The Village is not accepting paper copies for this RFP, all transmittals shall be delivered electronically via the instructions outlined below. Submittals received after the date and time noted below may be refused or rejected.

Interested Firms shall email all submittal requirements electronically via email to Michael Strong, Village Administrator, at [MStrong@lake-villa.org](mailto:MStrong@lake-villa.org) no later than 2:00 p.m. CST on **Tuesday, March 3, 2026**. Only one Proposal may be submitted by each respondent.

Please note that the contents of a proposal will be subject to the Freedom of Information Act in accordance to Section 8 below. The Village will not be liable in any way for any costs incurred by respondents in replying to this RFP. All proposals shall remain in effect for a minimum period of ninety (90) days after receipt of the Firm's proposal.

**6. QUALIFICATIONS AND SELECTION PROCESS.**

All Proposals will first be evaluated to determine if they are complete and meet the requirements specified in this RFP, and those that do will be further evaluated to establish a ranking of all Firms that meet the criteria. The Village of Lake Villa reserves the right to consider any proposal and to reject any and all proposals if doing so best serves the public interest.

The selected firm must possess the ability, experience, and reputation for quality service necessary to produce a high-quality and functional product. The following criteria will be used to evaluate each complete and responsive proposal:

CRITERIA VALUE	VALUE
1. Firm's Qualifications of and Experience of Staff	40%
2. Firm's Ability to Perform Required Services	25%
3. Firm's Experience and References	20%
4. Cost Proposal and Fees	15%
<b>Total Points</b>	<b>100%</b>

The Firm selected as a finalist should be available to make a presentation to the Village Board prior to the award of the Contract. Anticipated award of a contract is April 20, 2026.

## **7. AWARD OF AGREEMENT**

The selected firm will be required to execute a task order contract with the Village using the Village's standard professional services agreement. A copy of the Village's Professional Services Agreement is attached as Exhibit C.

## **8. CONFIDENTIALITY**

Village officials shall direct the examination of the proposals and other documents submitted to determine the validity of any written requests for nondisclosure of proprietary or confidential information. After award of the contract, all responses, documents, and materials submitted by the Respondents pertaining to this RFP will be considered public information unless otherwise determined by the Village. All data, documents, and other information developed because of these contractual services shall become the property of the Village.

Based on the public nature of RFP's a Respondent must inform the Village, in writing, of the exact materials in the submittal, which it believes, are proprietary or confidential and should not be made part of the public record in accordance with the Illinois Freedom of Information Act. The Respondent will be financially responsible for all expenses of the Village, its public officials, consultants, employees, agents and representatives in defending the denial of access to such material pursuant to a Freedom of Information Act request.

## **9. RFP INQUIRIES AND QUESTIONS**

All requests for clarifications, general questions, potential site tours, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted to Michael Strong, Village Administrator, no later than Thursday, February 5 at 4:30pm CST.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communication should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP. **Any communications, whether written or verbal, with any Village Board member or staff other than the individual indicated above (specific to this Request for Proposals),**

**prior to the award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.**

## **10. SCHEDULE OF ACTIVITIES**

<b>Event</b>	<b>Tentative Date</b>
Advertisement/Release of RFP	Thursday, January 29, 2026
Deadline for Submission of Questions	Thursday, February 12, 2026 at 4:30pm CST
Village Response to Questions	Thursday, February 19 at 4:00pm CST
RFP Responses Due	Tuesday, March 3, 2026 at 2:00pm CST
Village Board Approval (Contract Award)	Monday, April 20, 2026 ( <i>Tentative</i> )

## **11. GENERAL TERMS AND CONDITIONS**

- a. The Village of Lake Villa reserves the right to accept or reject any proposals or addendums submitted to the Village pursuant to this RFP and may also reject any or all consulting firms if they are deemed to be unacceptable.
- b. The Village reserves the right to consider the type and number of Economic Development Firms it deems will be necessary to provide the appropriate level of services to the Village at any particular time.
- c. The Village reserves the right to request clarification of information contained in qualification statements and to request additional information from any proposing firm.
- d. A Firm may withdraw its Proposal at any time prior to the submission deadline. Any proposals not withdrawn by this time shall constitute, for a period of 90 days, an irrevocable offer to provide the services described in the firm's proposal and the "Scope of Services" section above.
- e. The contracted firm shall not assign any interest in the contract and shall not transfer any interest without the prior express written consent of the Village.
- f. No report, information, or data given to, or prepared by, the contracted firm shall be made available to any individual or organization without the prior express written approval of the Village.
- g. The Village of Lake Villa considers the scope of services to be a professional service and exempt from standard bidding requirements. The Village reserves the right to select or reject Firms based on a subjective evaluation of the criteria described above in full compliance with applicable law.

**EXHIBIT A**

**Location Map & Aerial Imagery**

# Cedar Island, Lake Villa, Lake County, Illinois



Map Printed on 1/29/2026



## Disclaimer:

The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Tax Parcel Lines  
World Imagery  
Low Resolution  
15m Imagery

High Resolution  
60cm Imagery  
High Resolution  
30cm Imagery

Citations  
2.4m Resolution  
Metadata

**EXHIBIT B**

**Photographs of Cedar Lake Island**

# Compiled Shoreline Photographs of Cedar Island







**Exhibit C**

**Professional Services Agreement**

**AGREEMENT BETWEEN THE VILLAGE OF LAKE VILLA AND  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the VILLAGE OF LAKE VILLA (hereinafter referred to as “Village”) and [INSERT NAME AND ADDRESS OF CONSULTANT] \_\_\_\_\_, referred to as “Consultant”) for the performance of certain [professional] services for the Village, including but not limited to \_\_\_\_\_ (collectively referred to herein as the “Project”, the “Work”, or the “Services”) pursuant to the Consultant’s Proposal No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (hereinafter, the “Consultant’s Proposal”), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement and the Consultant’s Proposal shall constitute the Contract Documents (sometimes collectively referred to herein as the “Contract” or the “Contract Documents”). In the event of any conflict between the Contractor’s Proposal and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete all of the Services relative to the Project as set forth in the Consultant’s Proposal dated \_\_\_\_\_, 20\_\_\_\_ attached hereto and made a part of this Agreement as Exhibit A (the “Services”).
2. Payment:
  - A. Not to Exceed Payment: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
    - the amount(s) set forth in the “Consultant’s Proposal” [OPTION: identified in the Payment Schedule which is part of the Consultant’s Proposal]; and
    - subject to a not-to-exceed amount of \$ \_\_\_\_\_ (“Contract Price”)
  - B. Invoices for Payments: The Consultant agrees to and shall prepare and submit:
    - an invoice to the Village which the Village shall pay upon completion and approval of the Services; or
    - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Services are completed to date by the Consultant; or
    - Progress Payments:
      - A. 50% of the base Contract Price upon execution of this Agreement; and
      - B. 50% of the base Contract Price upon completion of all of the Services to be provided to the Village.
  - C. Village’s Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act”). The Consultant and the Village both acknowledge and agree that the Village complies with the Act, which states that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village, and the parties both also agree that any payment(s) due to the Consultant for Services rendered or to be rendered to the Village shall be paid by the Village pursuant to the provisions of the Act. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.
3. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

- A. This Agreement
- B. The Consultant's Proposal dated \_\_\_\_\_, 20\_\_\_\_
- C. Other: \_\_\_\_\_

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. **Time is of the Essence; Dates of Commencement and Completion:** Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than \_\_\_\_\_, 20\_\_\_\_ (hereinafter the "Commencement Date"), and shall be completed no later than \_\_\_\_\_, 20\_\_\_\_ (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Services which are the subject of the Contract Documents exceeds the Contract Price.
5. **Venue and Choice of Law:** The Consultant and the Village agree that the venue for any and all disputes shall solely be in Lake County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. **Nonassignability.** The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. **Notices.** All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
8. **Right to Alter Scope of Services Reserved:** The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. **Control and Inspection of Work:** Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. **Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):**
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.

- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of providing any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Administrator, or his designee.

- (ii) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Services hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's Services, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the

Village of Lake Villa and its elected and appointed officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance: Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not

limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and

(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

- (vi) **Umbrella Policy:** If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Village of Lake Villa.

D. **All Coverages:**

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Lake Villa expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Administrator, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Administrator, or his designee.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. **Verification of Coverage:** Consultant shall furnish the Village of Lake Villa with certificates of insurance naming the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Administrator, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subconsultants:** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. **Assumption of Liability:** Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

- I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Consultant to be maintained by the Village.
- J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the Contract Documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Services to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Services contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.
- L. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- M. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Services, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- N. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement

of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Services by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officers, officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- C. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the willful misconduct of their respective officers, trustees, employees and/or agents.
- D. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

15. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

16. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order

are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
18. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
19. Consultant is an Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
20. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract and contract documents.
21. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
22. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
23. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. **Termination; Remedies:** Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal (Exhibit B).
25. **Supersede:** The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
26. **Severability:** In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
27. **Facsimile or Digital Signatures:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
28. **Counterparts:** This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
29. **No Third-Party Beneficiaries:** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
30. **Entire Agreement:** The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT

VILLAGE OF LAKE VILLA

---

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

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

\_\_\_\_\_, its \_\_\_\_\_

Its Authorized Agent

ATTEST: \_\_\_\_\_

Mary Konrad, Village Clerk

EXHIBIT A

Consultant's Proposal dated \_\_\_\_\_