

PRELIMINARY SCOPE OF WORK

Summary of Project:

The Project consists of the design and construction of a station for the Hanover Township Emergency Services Department. The Township is currently in the process of assessing properties to identify and confirm the best location at which to operate the station. No studies, surveys, or preliminary feasibility work relevant to the Project have been performed. The Project may involve demolition, renovation, and/or new construction.

Scope of Work:

Required work in connection with the Project shall include:

- A. Conducting feasibility studies and other assessments of, and making recommendations as to, potential sites for the Project.
- B. Preparing preliminary plans that embody the values of the community, needs of the department, and stays within budget.
- C. Preparing plans, drawings, and specifications to permit the construction of an Emergency Services Station for the Hanover Township Emergency Services Department, to include, at minimum, the following:
 1. Apparatus floor to house:
 - Variety of Approximately ten (10) response vehicles
 - Preferred drive through bays; five (5) overhead doors
 2. Sleep room for 6 persons; men/women bathrooms, locker room adjoining
 3. Gear storage room
 4. Combined kitchen/living area
 5. Training room to accommodate forty (40) persons
 6. Training room table/chair storage room off of training room
 7. Laundry room
 8. Communications room with three (3) seated positions
 9. Three (3) administrative offices
 10. General maintenance room off the apparatus floor
 11. Foyer area leading into station
- D. Preparing documents for the following services: Engineering, Architectural, and General Contracting.
- E. Attending Township Board and other meetings as necessary for site and plan approvals.
- F. Preparing a project manual, including all necessary construction documents.
- G. Solicitation of bids, including compiling of construction documents, sending them out to bidders, and receiving and reviewing bids.
- H. Attending pre-bid conference(s) with prospective bidders.

- I. Providing responses to contractors' questions during the bidding phase and issuing contract addenda as necessary.
- J. Evaluation of received bids to determine conformance to bid requirements, contractors' relevant experience, and technical and financial capacity to perform the work.
- K. Preparation of bid tabulation and recommendation of the lowest responsive, qualified bid.
- L. Prepare documents to secure all necessary permits.
- M. Reviewing shop drawings, manuals, and other submittals, as necessary, for general conformance with plans, drawings, and specifications.
- N. Attending site visits with representatives of the Contractor to determine if the work when completed will be in general conformance with the plans, drawings, and specifications.
- O. Preparing written reports on the progress of the work and any non-conforming work, and making necessary plan interpretations.
- P. Review and assist with contractor field orders, change orders, and clarifications.
- Q. Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings.

**HANOVER TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") entered into this _____ day of _____, 2020, between, _____ (the "Design Professional"), and Hanover Township (the "Township"), agree to the following proposal, rate schedule, and general conditions for the project describe herein.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

- 1. Understanding of Project.** The project (the "Project") is to consist of the design and construction of a new station for the Hanover Township Emergency Service Department, as more fully described in the proposal (the "Proposal") attached to this Agreement as Exhibit A.
- 2. Representations of Design Professional.** The Design Professional represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in the Proposal (the "Services") in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.
- 3. Scope of Services.** The Design Professional shall perform and complete the Services pursuant to the terms and conditions of this Agreement.
- 4. Commencement; Time of Performance.** Design Professional shall commence the Services immediately upon receipt of written notice from the Township that this Agreement has been fully executed by the Parties (the "Commencement Date"). Design Professional shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Township, but in no event later than the date that is _____ days after the Commencement Date (the "Time of Performance"). The Township may modify the Time of Performance at any time upon fifteen (15) days prior written notice to the Design Professional.
- 5. Reporting.** The Design Professional shall regularly report to the Township Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.
- 6. Compensation and Method of Payment.**
 - A. Contract Sum.** The total amount paid by the Township for the Services pursuant to this Agreement shall not exceed \$_____ (the "Contract Sum"). No claim for additional compensation shall be valid unless made in accordance with Sections 6(D) or 6(E) of this Agreement.
 - B. Invoices and Payment.** The Design Professional shall submit invoices in an approved format to the Township for costs incurred by the Design Professional in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the fixed fees and/or rates set forth in the Proposal. The final pay request by the Design Professional shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. The Township shall pay invoice amounts to the Design Professional within forty-five (45) days of receipt by the Township.

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

D. Claim In Addition To Contract Sum. The Design Professional shall provide written notice to the Township of any claim for additional compensation as a result of action taken by the Township, within fifteen (15) days after the occurrence of such action. The Design Professional acknowledges and agrees that: (a) the provision of such written notice shall not be deemed or interpreted as entitling the Design Professional to any additional compensation; and (b) any changes in the Contract Sum shall be valid only upon written amendment pursuant to Section 22(A) of this Agreement. Regardless of the decision of the Township relative to a claim submitted by the Design Professional, the Design Professional shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Township, without interruption.

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

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

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

7. Personnel; Subcontractors.

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

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

delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

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

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

8. Confidential Information.

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

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

9. Standard of Services, Indemnification, and Insurance.

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

B. Indemnification. The Design Professional agrees to waive any and all rights of contribution against Township and shall indemnify, defend, and hold harmless the Township, the Township Supervisor and Board of Trustees, and their respective officials, officers, employees, volunteers, agents, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, lawsuits, actions, causes of action, demands, injuries, damages, losses, penalties, obligations, liabilities, judgments, liens, expenses, costs, and fees, including, but not limited to, attorneys' fees, court costs, settlement judgments, prejudgment interest, and post-judgment interest (the "Claims"), which may or are alleged to be in any way related to or arise directly or indirectly from: (a) the Design Professional's performance of, or failure to perform, the Services, the Additional Services, or any part thereof; (b) any failure to meet the representations and certifications set forth in Section 9(A) of this Agreement; (c) any act or omission, neglect, or misconduct of the Design Professional, its officers, employees, agents, subcontractors, licensees, invitees, or any person or entity directly or indirectly employed by, or acting on behalf of, any of them or for whose acts they may be liable (hereafter, "Design Professional's Agents"); (d) Design Professional's breach of any of its obligations under, or Design Professional's default of, any provision of this Agreement; or (e) any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree.

In the case of a Claim against the Township, Design Professional shall, at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith. The obligations in this Section 9(B) are binding on Design Professional without regard to whether or not such claim, lawsuit, action, cost, and fee is caused in part by the act, omission, or negligence of the Indemnified Parties, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design Professional or Design Professional's Agents under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Acts. The obligation to defend, hold harmless, and indemnify shall survive the expiration and/or termination of this Agreement.

Nothing in this Section 9(B) shall be construed to represent an express and/or implied waiver of any common law or statutory privileges or immunities granted to the Indemnified Parties as to any liability whatsoever, and all such privileges and immunities are expressly reserved. Design Professional agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Indemnified Parties and agrees not to make any claim or demand for such damages against the Indemnified Parties.

C. Insurance.

i. Required Coverages. Design Professional shall procure and maintain for the duration of the Services and Additional Services insurance Workers' Compensation and

Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in the types and in the amounts of not less than as follows:

Workers Compensation and Employees Liability Insurance:

State:	Statutory
Federal:	Statutory
Employer's Liability:	\$500,000.00 per accident \$500,000.00 disease, policy limit \$500,000.00 disease, each employee

Commercial General Liability Insurance ("CGL"):

\$1,000,000.00	General Aggregate per Project
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Each Occurrence
\$50,000.00	Fire Damage (any one fire)
\$5,000.00	Medical Expense (any one person)

Commercial Automobile Liability Insurance ("CAL"):

Property Damage:	\$1,000,000.00 per occurrence
Bodily Injury:	\$1,000,000.00 per person \$1,000,000.00 per accident

Umbrella Excess Liability:

\$1,000,000.00	Over Primary Insurance Limit
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CGL insurance shall cover liability arising from the Services and Additional Services, including activities performed by or on behalf of Design Professional; premises owned, leased, or used by Design Professional; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. CAL insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos.

ii. Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Township and the Township Supervisor and Board of Trustees, its respective officers, officials, employees, volunteers, agents, successors, and/or assigns (collectively, the "Additional Insured") as insured. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. If Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Design Professional. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety. If the Additional Insured

have not been included as an insured under the Commercial General Liability, Commercial Auto Liability, and Umbrella Excess Liability Insurance coverages required herein, Design Professional waives all rights against each Additional Insured, for recovery of damages arising out of or related to the Services or Additional Services.

iii. Acceptability of Insurers. Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide. Upon written request from the Township Administrator, Design Professional must supply certified copies of the requested insurance policies within ten (10) days.

iv. Evidence of Insurance. Prior to beginning work, Design Professional shall furnish Township with a certificate(s) of insurance and applicable policy endorsement(s), including, but not limited to, all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Design Professional's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Design Professional or any subcontractor of any tier from entering Township properties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of this Agreement at the option of Township. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Township whenever requested.

v. Cross-Liability Coverage. If Design Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Design Professional may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

vii. No Waiver of Subrogation Rights. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Design Professional, for any property injury, death, or other damage caused by Design Professional and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Services or Additional Services.

viii. Failure to Comply with Insurance Reporting Provisions. All insurance required of Design Professional shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

ix. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of Design Professional shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

x. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to: (a) allowing any work to commence by Design Professional before receipt of Certificates of Insurance; (b) failing to review any Certificates of Insurance received; (c) Failing to advise Design Professional that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or (d) issuing any payment without receipt of a sworn certification from Design Professional stating that all the required insurance is in force. Design Professional agrees that the obligation to provide the insurance required herein is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Township and/or any of the other Additional Insured.

xi. Liability of Design Professional is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Design Professional and/or its respective insurance carriers. Township and the Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, Design Professional, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Design Professional to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Design Professional's insurance.

xii. Notice of Personal Injury or Property Damage. Design Professional shall notify Township, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xiii. Subcontractors. Design Professional shall cause each subcontractor employed by Design Professional to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Township, Design Professional shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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

10. Relationship of the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Design Professional to Township arising out of this Agreement shall be that of an independent contractor. Neither Design Professional, nor any employee or agent of Design Professional, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Design Professional has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Design Professional nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Design

Professional may represent himself to others as an employee of Township. Should any person indicate to Design Professional or any employee or agent of Design Professional by written or oral communication, course of dealing or otherwise, that such person believes Design Professional to be an employee or agent of Township, Design Professional shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Design Professional shall do so in Design Professional's own business.

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

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

13. Compliance with Laws. The Design Professional shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Design Professional shall also comply with all conditions of any federal, state, or local grant received by the Township or the Design Professional with respect to this Agreement or the Services. Further, the Design Professional shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. The Design Professional shall be solely liable and agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims, 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 Design Professional's or Design

Professional's Agents' performance of, or failure to perform, the Services, the Additional Services, or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

14. Illinois Freedom of Information Act. Design Professional agrees to maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Design Professional shall produce records which are responsive to a request received by the Township under the Freedom of Information Act so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Design Professional shall so notify the Township and if possible, the Township shall request an extension so as to comply with the Act. In the event that the Township is found to have not complied with the Freedom of Information Act due to Design Professional's failure to produce documents or otherwise appropriately respond to a request under the Act, then Design Professional shall indemnify, defend, and hold harmless the Indemnified Parties, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

15. Termination. Notwithstanding any other provision hereof, the Township may terminate this Agreement at any time upon fifteen (15) days written notice to the Design Professional. In the event that this Agreement is so terminated, the Design Professional 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 fixed fees and/or rates set forth in the Proposal.

16. Default. If it should appear at any time that the Design Professional has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after the Design Professional's receipt of written notice of such Event of Default from the Township, then the Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Design Professional. The Township may require the Design Professional, 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 Design Professional and the Services into compliance with this Agreement.

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

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

17. **No Additional Obligation.** Design Professional and the Township acknowledge and agree that the Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Design Professional or with any vendor solicited or recommended by the Design Professional.

18. **Township Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Design Professional to, vendors shall be subject to the approval of the Township Supervisor and Board of Trustees. For purposes of this Section 18, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Township. The Township shall not be liable to any vendor or third party for any agreements made by the Design Professional without the knowledge and approval of the Township Supervisor and Board of Trustees.

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

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

21. **Dispute Resolution.** In the event any dispute shall arise with respect to any matter related to or arising out of this Agreement, the parties shall use their best efforts to resolve the dispute through an informal dispute resolution process, to include, but not limited to mediation. In the event that the parties are unable to resolve the dispute informally within thirty (30) days, both parties agree to waive their right to a jury trial and agree that either party may elect to have the matter resolved by binding arbitration before a neutral arbitrator to-be-agreed upon by both parties. In the event that both parties are unable to agree upon a third party neutral arbitrator, the matter will be submitted by the parties to a mutually determined neutral arbitration firm. In the event the parties are unable to mutually agree upon such a neutral arbitration firm, the matter will be submitted by the parties to the American Arbitration Association. Each party shall be responsible for its own costs and expenses related to the arbitration, including, but not limited to, attorneys' fees, but the costs of the arbitration shall be shared equally by both parties. The decision of the arbitrator shall be final and not appealable and subject to enforcement as a judgment under the Illinois Code of Civil Procedure. All rules of procedure, discovery, and evidence as set forth in the rules adopted by the American Arbitration Association, at the time that arbitration is required, shall be applicable to the proceedings, except to the extent those rules conflict with the requirements of applicable Illinois law. Any arbitration pursuant to this Agreement shall take place in Cook County, Illinois. This dispute resolution provision shall survive any termination of this Agreement.

22. **General Terms and Conditions.**

A. Entire Agreement. This Agreement constitutes the full and complete agreement between Design Professional and Client and supersedes all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended, added to, superseded or waived only if both parties specifically define in writing an official amendment of this Agreement.

B. Assignment. This Agreement may not be assigned by the Township or the Design Professional without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

C. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served: (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (*i.e.*, 9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Design Professional:

Attention: _____

With a copy to:

Attention: _____

If to Township:

Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
Attention: James Barr, Township Administrator

With a copy to:

Kopon Airdo, LLC
111 E. Wacker Drive, Suite 500
Chicago, IL 60601
Attention: Michael A. Airdo

D. Third Party Beneficiary. This Agreement is entered into solely for the benefit of the parties hereto, and nothing herein is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. No claim as a third party beneficiary under this Agreement by any person or entity shall be made or be valid against the Township.

E. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

F. Severability. Any provision or part of the Agreement held to be void or unenforceable under the Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be deemed binding upon the Client and Design Professional, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

J. Authority to Execute.

i. The Township hereby warrants and represents to the Design Professional that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

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

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

L. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party

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

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

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

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

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

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

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

S. No Waiver of Immunities or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or its officials, officers, employees, volunteers and/or agents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

HANOVER TOWNSHIP

DESIGN PROFESSIONAL

Township Supervisor

Date: _____

Date: _____

ATTEST:

ATTEST:

Township Clerk

EXHIBIT A
PROPOSAL

[TO BE PREPARED BY DESIGN PROFESSIONAL AND ACCEPTABLE TO TOWNSHIP]

[SHALL INCLUDE SCHEDULE]

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Hanover Township (“Township”) is accepting statements of qualifications from firms to provide architectural services in connection with the design and construction of a new station for the Hanover Township Emergency Service Department (the “Project”). Copies of the following documents may be obtained from the Hanover Township website at www.hanover-township.org, beginning Wednesday, January 22, 2020:

- A list of requirements for statements of qualifications;
- A summary of the Project and definition of the preliminary scope of work;
- A schedule of dates and requirements for the selection process; and
- The Township’s professional services agreement.

For more information regarding the Project or this Request for Statements of Qualifications, please contact James C. Barr, Township Administrator, at (630) 837-0301 or jbarr@hanover-township.org. All inquiries shall be submitted by 4:30 pm on Wednesday, February 5, 2020.

Statements of qualification shall be submitted to the Township, and shall only be accepted by the Township. Statements of qualification must be submitted, along with four (4) hard copies, and one (1) copy in portable disc format on a flash drive, to James C. Barr, Township Administrator, at the Township Hall, 250 IL Route 59, Bartlett, Illinois 60103. All statements of qualifications shall be submitted before 4:30 pm on Wednesday, February 12, 2020. All firms shall include with their statement of qualifications all required information and materials, as set forth in the documents listed above.

The Township will evaluate firms based on the information and materials contained in their respective statements of qualifications. The Township may conduct interviews with and/or require public presentations by firms deemed to be the most qualified. The firm selected by the Township will be required to execute the professional services agreement available on the Township’s website. No changes will be allowed in the professional services agreement unless otherwise agreed upon by Township in writing.

The Township reserves the right to accept any statement of qualifications in its entirety or part thereof, or reject any statement of qualifications in its entirety or part thereof, and to waive minor irregularities and nonconformities in any statement of qualification. The Township further reserves the right to reject any firm if, in the judgment of the Township, such firm is not qualified to provide the architectural services in connection with the Project.

Published in the Daily Herald on January 22, 2020

REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

Each firm interested in being selected to provide architectural services in connection with the design and construction of a new station for the Hanover Township Emergency Services Department (the "Project") shall submit a statement of qualifications, which, at a minimum, must include the following information, in the order presented:

1. A cover letter on the letterhead of the firm transmitting the statement of qualifications to the Township. The cover letter shall describe the composition and proposal contents and identify a contact person, including contact information, should questions arise from the submitted document.
2. Name, address, and brief history of firm.
3. List of key staff, presented in a company organizational chart format, starting with individuals of a higher ranking or classification near the top of the chart, that are proposed to provide the majority of services.
4. List of other firm support staff that are not anticipated to perform major items of work but may be available should their assistance be required.
5. *Curricula Vitae* of all personnel to be assigned to this project.
6. List of proposed sub-consultants, if any.
7. List of ongoing or completed projects of similar scope and magnitude, including but not limited to, police, fire, and emergency services stations, that demonstrate the firm has experience in performing work requested by the Township for the Project. Include the name of the project, the owner, a contact person, and the dollar amount for each project.
8. Firms are invited to include additional information not included above, if useful and applicable to the Project. Photographs, tables, charts or other graphics may be inserted to help promote your understanding and interest in providing the requested services.

SCHEDULE OF SELECTION PROCESS

February 12, 2020	Statements of Qualifications Due
February 19, 2020	Statement of Qualifications reviewed/short list of firms developed
February 21, 2020	Firms notified of firms selected for interviews and/or presentations.
February 26, 2020	Shortlisted firms notified of date for interviews, presentations, and/or tours of site and/or facilities, along with criteria to be reviewed during the same.
March 4 – 6, 2020	Tentative Time Frame for Interviews
March 11 - 17, 2020	Negotiate contract with selected firm
March 19, 2020	Qualified Firm Recommended for Township Board Approval
March 25, 2020	Firms interviewed notified of results of interviews.