



<p>CITY OF DES PLAINES</p> <p>REQUEST FOR PROPOSALS: COMPENSATION & CLASSIFICATION EVALUATION</p>
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Company Name: _____

Address: _____

City, State, Zip Code: _____

PROPOSAL FOR: Employee compensation and classification evaluation, per the specifications herein.

Total Not-To-Exceed Price

*Any and all exceptions to these specifications MUST be clearly and completely stated in writing on the Proposal sheet. Attach additional pages if necessary. **NOTE TO PROPOSERS:** Please be advised that any exceptions to these specifications may cause your Proposal to be disqualified.*

ALL PROPOSALS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN 4:30 P.M. ON JUNE 22, 2016. DELIVER PROPOSALS TO:

City of Des Plaines
 Attention: City Clerk
 1420 Miner Street
 6th Floor
 Des Plaines, Illinois 60016

Proposals received after the Deadline will be returned unopened.

GENERAL TERMS AND CONDITIONS

Section 1: Intent

The City of Des Plaines (“*City*”) seeks proposals from qualified consultants (each a “*Proposer*”) for the performance of a compensation and classification evaluation for all positions employed by the City which are not represented by collective bargaining agreements (“*Services*”). The Services must be provided and performed in accordance with the requirements of this RFP. The City intends to enter into a Professional Services Agreement with a Proposer for all necessary labor, expenses and materials to complete the Services.

Section 2: Proposal Price

Proposers shall offer pricing on the City’s pricing sheet (page 1 of this RFP). Proposers must note any portion of the Services which the Proposer cannot perform or intends to subcontract. Proposal pricing must remain firm for the term of the provision of the Services, and Proposers must propose a not-to-exceed price. The not-to-exceed price shall be all-inclusive of all meetings, telephone calls, transportation, materials, supplies, labor, equipment and any other costs required to fulfill the scope of work of the Services, as identified herein.

Section 3: Additional Information and Technical Questions

Should the Proposer require additional information about this RFP, please submit questions via email to John Light, Director of Human Resources, via email (jlight@desplaines.org). Any and all changes to these specifications are valid only if they are included by written addendum from the City to all Proposers. Proposers must acknowledge their receipt of all addenda on their Proposals by attaching copies of the addenda to their proposal.

Section 4: Submission of Proposals

All proposals must be submitted to the City Clerk not later than 4:30 p.m. on June 22, 2016 (“*Deadline*”). Proposals received after the Deadline will be returned unopened.

Proposals should be addressed to:

City of Des Plaines
Attention: City Clerk
1420 Miner Street
6th Floor
Des Plaines, Illinois 60016

Three hard copies of each proposal must be delivered by mail or in person. Proposals must be submitted in a sealed envelope plainly marked with “RFP for Compensation and Classification Evaluation,” and the Proposer’s full legal name.

Proposals not submitted in accordance with the requirements of this RFP may be rejected by the City. Alternatively, the City may demand correction of any deficiency and accept the deficiently-prepared proposal upon compliance with the requirements of this RFP.

Section 5: Signature Requirements

Each Proposal or withdrawal of a Proposal must be signed by authorized representatives of the Proposer, as follows:

a. Individuals and Sole Proprietors. If the Proposer is an individual or sole proprietor, then the proposal must be signed by such individual or sole proprietor.

b. Partnerships. If the Proposer is a partnership, then the proposal must be signed by all of the partnership's general partners. If the Proposer is a limited partnership, then the proposal must be signed by the limited partnership's managing partner.

c. Corporations. If the Proposer is a corporation, then the proposal must be signed by a duly-authorized officer of the corporation.

d. Limited Liability Corporation. If the Proposer is a limited liability corporation, then the proposal must be signed by the managing member of the limited liability corporation.

If requested by the City, satisfactory evidence of the authority of the person or persons signing a Proposal on behalf of the Proposer must be furnished by the Proposer.

Section 6: Withdrawal of Proposals.

Proposals may be withdrawn at any time prior to the Deadline, provided that a written, signed request by the Proposer for the withdrawal of such proposal is filed with City prior to the Deadline. The withdrawal of a proposal prior to the Deadline will not prejudice the right of a Proposer to submit a new proposal before the Deadline.

No proposal shall be withdrawn without the consent of the City for a period of 60 days after the Deadline.

Section 7: Evaluation/Acceptance of Proposals

The City intends to select a Proposer that furnishes satisfactory evidence that it has the requisite experience, ability, resources and staffing to enable it to perform the scope of work successfully. In making the determination as to whether to select a Proposer, City will consider the following factors (listed in no particular order):

1. Prior experience performing similar work.
2. Qualifications of staff assigned to perform the Services as identified in the proposal
3. Ability, capacity, and skill to fulfill the services within the appropriate timeline as specified.
4. References from prior or current clients.
5. City's prior experience with Proposer, if applicable.
6. The cost of the Services.

7. Any other criteria that the City, in its sole discretion, determines should be considered in the best interest of the City.

Section 8: Reserved Rights

The City reserves the right to:

1. Make clarifications, corrections, or changes to this RFP by written addendum at any time prior to the Deadline for proposals;
2. Reject any and all proposals, including without limitation the low-price proposal;
3. Accept or reject all or any part of any proposal;
4. Accept a proposal, or any part thereof, based on considerations other than cost;
5. Waive any defects, irregularities, or informalities in a proposal; provided, however, that any prior waiver of a defect, irregularity, or informality will not be deemed a waiver of any future similar defect, irregularity, or informality;
6. Disregard a nonconforming, nonresponsive, incomplete, irregular, or conditional proposal; and
7. Request additional information from any Proposer about any proposal.

Section 9: Proposal and Contract

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Proposer. After reviewing all proposals, the City may identify certain Proposers with whom the City desires to conduct an interview. The City may negotiate with Proposers concerning proposed pricing, the delivery of the Services, or any other contractual terms.

Any Proposer preliminarily selected by the City to perform the Services must enter into a Professional Services with the City in substantially the form of *Appendix D* (“*Agreement*”). If a preliminarily selected Proposer is unwilling to enter into the Agreement, the City reserves the right to reject that Proposer’s proposal and preliminarily select another Proposer to perform the Services.

The final award of the Agreement to any preliminarily-selected Proposer must be approved by the City Council. By submitting a proposal in response to this RFP, each Proposer certifies that it understands and agrees that if the City Council approves and awards the Agreement to the Proposer, the Proposer will be bound to enter into the Agreement within 15 days after receiving notice thereof.

Section 10: Indemnification and Insurance.

Proposers will be required to comply with the indemnification and insurance provisions listed in Section 6.B and 6.C of the Form Professional Services Agreement attached as *Appendix D*.

Section 11: Other Terms

No Collusion

In submitting this proposal, the Proposer declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.

Payment

All payments for the Services will be made by the City in conformance with the requirements of the Local Government Prompt Payment Act (50 ILCS 505).

Freedom of Information Act

All information submitted to the City in response to this RFP will be a public record and will be subject to disclosure, subject to applicable exemptions, under the Illinois Freedom of Information Act, 5 ILCS 140, *et seq.* (“**Act**”), after the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following information from disclosure:

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

Proposers that desire to have portions of their proposals considered for this exemption should identify those portions accordingly.

TECHNICAL SPECIFICATIONS

Section 1: Background

The City of Des Plaines is located approximately 17 miles northwest of downtown Chicago in Cook County. It is a vibrant, diverse collection of residential, commercial, and industrial land uses, encompassing roughly 15 square miles of land area. Our neighboring communities include Park Ridge, Glenview, Mount Prospect, Rosemont, and Chicago. With a population of 58,364, the City the city enjoys a convenient location and one of Illinois' most extensive regional transportation networks. O'Hare, the world's busiest international airport, with nearly 600 flights a day, is just five minutes away. Extensive commuter rail and bus services offer low-stress access to Chicago in just 33 minutes. And two interstate highways and a total of five railroads run through the city.

The majority of the approximately 400 full & part-time employees of the City are unionized (MAP, AFSCME, IAFF & MECCA). Fifty-six (56) full & part-time employees are not unionized. A census of the non-union positions is attached as Appendix B.

Non-union positions are eligible for merit adjustments annually, and are not eligible for step increases. Additionally, non-union and union positions are eligible for longevity pay.

Currently, there are salary grades assigned to each position. The City has not commenced a comprehensive Compensation and Classification Study in many years.

Section 2: Scope of Work

The City seeks a consultant (hereinafter referred to as the "Consultant") to complete a comprehensive compensation and classification study for its 45 non-union positions. The present salary schedule for non-union positions is listed in Appendix A (two schedules: Schedule A – Management, Schedule B – Non-Management).

The Consultant will review the current job descriptions and compensation ranges and recommend changes (increases/decreases) to the salary ranges, which will assure internal equity and external competitiveness with similar public-sector and private-sector comparable positions.

The Consultant's scope of work includes the following:

- 1. Compensation and Market Comparability Evaluation:** The Consultant will conduct a comprehensive compensation survey of the external regional labor market for positions designated in Appendix A. This survey should include both public-sector (in the Chicagoland area) and private-sector comparisons (for those positions which have comparable positions in the private sector in the Chicagoland area).
- 2. Incumbent Position Classification/Salary Range Recommendations:** The Consultant shall recommend a salary range for all incumbent positions. The Consultant shall identify any positions which are generally above or below market comparability and provide recommendations to address such difference from market comparability.

- a. The Consultant shall also review actual salaries/salary ranges of incumbents against the pay of union wage ranges for the purpose of making a recommendation to alleviate compression which the City suspects is occurring.
- 3. Meetings with Staff:** The Consultant shall conduct at least one (1) project kick-off meeting at the start of the project to meet with Department Heads regarding the project scope, expectations and questions. The Consultant shall schedule as many meetings (either in person or via teleconference) with City Staff as necessary to complete the evaluation. The Consultant shall participate in one (1) meeting at the conclusion of the project to present findings and recommendations to senior managers (the anticipated duration of this meeting is approximately one to one-and-a-half hours), and the Consultant may be required to present findings and recommendations to the City Council in an executive (closed) session meeting.

Section 3: Deliverables

The Consultant shall provide the following project deliverables:

1. Written report summarizing findings related to the work undertaken in the Scope of Work and recommendations based on these findings that will enable the City to implement modifications to salary ranges and placement of incumbent positions into salary ranges. The Consultant will provide a preliminary overview of the draft findings before finalizing the report.
2. Oral presentation summarizing findings to senior management staff before August 5, 2016.
3. Cost impact related to adjusting positions found above or below market comparability.

Section 4: RFP Schedule and Response Instructions

The City anticipates following the schedule described below to issue the request for issuing and reviewing this request for Proposals, and completing the project:

Phase	Anticipated Date
Issue RFP	June 14, 2016
Deadline for Proposals	June 29, 2016
Award of Agreement	July 8, 2016
Completion Date	No later than August 12, 2016

Each Proposal response must include the following:

1. Request for Proposal response form (page 1 of this document).
2. Narrative document which describes the Proposer’s interest in performing the work, including qualifications to perform such work.
3. The names and related work experience of each individual who will perform the work, including the project manager.

4. If a firm, a summary describing the firm and nature of the firm's previous and current experience performing similar work for units of local government (preferably in Illinois). If an individual, a summary describing the nature of the individual's previous and current experience performing similar work for units of local government (preferably in Illinois).
5. A list of at least three references for local government clients for which the Proposer has or is performing similar work, including client names, telephone number, and brief statement describing the scope of work performed.
6. A statement describing any existing or potential conflicts of interest that might affect the individual or firm's ability to perform the work.
7. Any exceptions taken to this request for Proposals must be clearly identified.

APPENDIX A

SCHEDULE A MANAGEMENT PERSONNEL NON-UNION EFFECTIVE JANUARY 1, 2016								
Title	Grade	Hours Per Week	Minimum 2015	Midpoint 2015	Maximum 2015	Additional Longevity		
						After 10 Years	After 15 Years	After 20 Years
City Manager	21	37.5	\$148,032	170,237	192,441	1,000	1,500	2,000
Assistant city manager/director of finance	20	37.5	\$137,704	158,359	179,014	1,000	1,500	2,000
Police chief	19	40	\$128,096	147,312	166,526	1,000	1,500	2,000
Fire chief	19	40	\$128,096	147,312	166,526	1,000	1,500	2,000
Director of public works and engineering	19	37.5	\$128,096	147,312	166,526	1,000	1,500	2,000
Director of community and economic development	18	37.5	\$119,160	137,034	154,908	1,000	1,500	2,000
Deputy police chief - patrol	17	40	\$110,846	127,473	144,100	1,000	1,500	2,000
Deputy police chief - support services	17	40	\$110,846	127,473	144,100	1,000	1,500	2,000
Deputy fire chief - operations	17	40	\$110,846	127,473	144,100	1,000	1,500	2,000
Director of information technology	16	37.5	\$103,112	118,580	134,047	1,000	1,500	2,000
Assistant director of public works and engineering	16	37.5	\$103,112	118,580	134,047	1,000	1,500	2,000
Assistant director of finance	15	37.5	\$95,920	110,307	124,695	1,000	1,500	2,000
Director of human resources	15	37.5	\$95,920	110,307	124,695	1,000	1,500	2,000
Police commander - patrol	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Police commander - traffic	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Police commander - investigations	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Fire battalion chief	15	49.5	\$95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - training	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - fire prevention	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - EMS	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Emergency communications center manager	15	40	\$95,920	110,307	124,695	1,000	1,500	2,000
Emergency communications center coordinator	14	40	\$89,226	102,611	115,995	1,000	1,500	2,000

Superintendent - utility services	14	40	\$89,226	102,611	115,995	1,000	1,500	2,000
Superintendent - general services	14	40	\$89,226	102,611	115,995	1,000	1,500	2,000
Foreman - vehicle maintenance	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Foreman - water system maintenance	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Foreman - street/grounds maintenance	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Foreman - sewer system maintenance	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Foreman – facilities and grounds	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Building and property inspection supervisor	12	37.5	\$77,211	88,793	100,375	1,000	1,500	2,000
Director of media services	12	37.5	\$77,211	88,793	100,375	1,000	1,500	2,000
Police support services manager	12	40	\$77,211	88,793	100,375	1,000	1,500	2,000
Code enforcement and permitting coordinator	11	37.5	\$71,824	82,598	93,371	1,000	1,500	2,000
Emergency communications shift supervisor	11	40	\$71,824	82,598	93,371	1,000	1,500	2,000
Financial analyst	10	37.5	\$66,813	76,835	86,856	1,000	1,500	2,000
Economic development coordinator	10	37.5	\$66,813	76,835	86,856	1,000	1,500	2,000
Administrative manager	10	40	\$66,813	76,835	86,856	1,000	1,500	2,000

APPENDIX A (Continued)

SCHEDULE B NON-MANAGEMENT NON-UNION								
Title	Grade	Hours Per Week	Minimum 2015	Midpoint 2015	Maximum 2015	Additional Longevity		
						After 10 Years	After 15 Years	After 20 Years
Police social worker	9	40 .0	59,848	70,321	80,794	1,000	1,500	2,000
Human resource specialist	8	37 .5	55,413	65,110	74,807	1,000	1,500	2,000
Compensation specialist	8	37 .5	55,413	65,110	74,807	1,000	1,500	2,000
Administrative analyst	8	37 .5	55,413	65,110	74,807	1,000	1,500	2,000
Media specialist	7	37 .5	51,307	60,285	69,264	1,000	1,500	2,000
Executive secretary	7	37 .5	51,307	60,285	69,264	1,000	1,500	2,000
Deputy executive coordinator/homeland security	6	40 .0	47,505	55,819	64,131	1,000	1,500	2,000
Secretary	5	37 .5	43,984	51,682	59,379	1,000	1,500	2,000
Community social worker (part time)		20 - 29	30.60 – 42.33 per hour					
Clerk (part time)		20 - 29	10.20 - 20.40 per hour					
Clerk (part time) (Non-IMRF)		1 – 19	Statutory minimum wage – 20.40 per hour					
Seasonal <u>(Non-IMRF)</u>		Varies	Statutory minimum wage - 20.00 per hour					
Temporary <u>(Non-IMRF)</u>		Varies	Statutory minimum wage - 20.00 per hour					
Intern <u>(Non-IMRF)</u>		Varies	Statutory minimum wage - 13.50 per hour					

APPENDIX B – CURRENT NON-UNION EMPLOYEE CENSUS

Position	Department	Status	Salary
Executive Secretary	City Administration/City Manager's Office	FT	67,396
City Manager	City Administration/City Manager's Office	FT	179,412
PT Community Social Worker	City Administration/Health & Human Services	PT	40,056
PT Community Social Worker	City Administration/Health & Human Services	PT	33,784
Executive Secretary - HR	City Administration/Human Resources	FT	68,399
Human Resource Specialist	City Administration/Human Resources	FT	71,955
Director of Human Resources	City Administration/Human Resources	FT	109,000
PT Scanner IT	City Administration/Information Technology	PT	9,019
Director of IT	City Administration/Information Technology	FT	119,954
Executive Secretary	City Administration/Legal Division	FT	67,058
Media Specialist	City Administration/Media Services	FT	69,194
Director of Media Services	City Administration/Media Services	FT	87,153
PT Special Events Coordinator	City Administration/Media Services	PT	29,250
Code Enfrmnt & Permit Cordntr	Community Development/Building & Code	FT	92,447
Bldg & Prop Inspection Sup	Community Development/Building & Code	FT	98,086
Economic Development Coordinator	Community Development/Economic Development	FT	82,012
Deputy City Clerk	Elected Office/City Clerk	FT	64,994
Executive Secretary	Elected Office/Legislative	FT	68,399
Secretary	Finance	FT	59,379
Asst CM/Finance Director	Finance	FT	156,101
Assistant Director of Finance	Finance	FT	111,107
Financial Analyst	Finance	FT	72,988
Financial Analyst	Finance	FT	66,813
Deputy Fire Chief	Fire Department/Administration	FT	132,086
Division Chief-EMS	Fire Department/Administration	FT	110,307
Fire Chief	Fire Department/Administration	FT	152,011
Training Officer	Fire Department/Administration	FT	120,171
Administrative Analyst	Fire Department/Administration	FT	65,110
Battalion Chief	Fire Department/Emergency Services	FT	116,925
Battalion Chief	Fire Department/Emergency Services	FT	121,361
Battalion Chief	Fire Department/Emergency Services	FT	121,361
Division Chief-Fire Prevention	Fire Department/Fire Prevention	FT	110,307
Part-time Clerk	Fire Department/Fire Prevention	PT	14,060
Administrative Manager	Police /Administration	FT	78,779
Police Chief	Police /Administration	FT	147,918
Commander - Investigations	Police /Criminal Investigation	FT	118,785
Police Social Worker	Police /Criminal Investigation	FT	80,794
Deputy Chief - Support Services	Police /Support Services	FT	124,725
Commander - Traffic	Police /Support Services	FT	114,284
Support Services Manager	Police /Support Services	FT	95,377
Emergency Management Coordinator	Police /Support Services	FT	52,730
Deputy Chief - Patrol	Police /Uniformed Patrol	FT	126,310
Commander - Patrol	Police /Uniformed Patrol	FT	109,250
Commander - Patrol	Police /Uniformed Patrol	FT	109,250
Commander - Patrol	Police /Uniformed Patrol	FT	110,934

APPENDIX B – CURRENT NON-UNION EMPLOYEE CENSUS (continued)

Assistant Director of PW & Eng	Public Works & Engineering/Administration	FT	120,533
Facilities & Grounds Foreman	Public Works & Engineering/Building/Ground Maintenance	FT	82,500
Director of PW & Eng	Public Works & Engineering/Engineering	FT	151,818
Assistant Director of PW & Eng	Public Works & Engineering/Engineering	FT	122,028
Part-time Clerk	Public Works & Engineering/Engineering	PT	12,929
Superintendent-General Services	Public Works & Engineering/Street Maintenance	FT	110,231
Foreman-Streets & Grounds Maint	Public Works & Engineering/Street Maintenance	FT	88,880
Foreman- Vehicle Maintenance	Public Works & Engineering/Vehicle Maintenance	FT	84,476
Foreman-Water System Maintenance	Public Works & Engineering/Water Sewer Systems	FT	93,157
Foreman-Sewer System Maintenance	Public Works & Engineering/Water Sewer Systems	FT	86,557
Part-time Clerk	Public Works & Engineering/Water Sewer Systems	PT	15,064

APPENDIX C HISTORICAL RAISES GIVEN TO UNION VS. NON-UNION EMPLOYEES BY GROUP

Appendix C							
Union	2010	2011	2012	2013	2014	2015	2016
AFSCME	3.50%	3.50%	1%	1.50%	1.75%	2%	TBD
IAFF	1.75%	2.25%	2.50%	2.25%	2.25%	2.50%	2.50%
MAP282	3.38%	2.80%	1.50%	1.50%	1.75%	2%	-
MECCA*	3.25%	3.25%	1%	2%	2.25%	2.50%	TBD
MAP241	3.75%	1.75%	2%	2.25%	2.25%	2.50%	2.50%
MAP240	3.75%	2.50%	2%	2.25%	2.25%	2.25%	2.50%
Average Union	3.23%	2.68%	1.67%	1.96%	2.08%	2.29%	2.50%
Non-Union Mgmt.	0.00%	0.00%	0%	0.00%	0.00%	1%	TBD
Non-Union, Non-Mgmt	0.00%	0.00%	2.5%	0.00%	0.00%	1%	TBD
Average Non-Union	0.0%	0.0%	1.3%	0.0%	0.0%	1.0%	TBD
<p>* - MECCA received raises at 6 month intervals in the years 2013-2015. In 2013, a 1% followed by another 1% after 6 months. In 2014, a 1.25% followed by another 1.0% and in 2015, a 1.25% followed by another 1.25%</p>							

APPENDIX D

CITY OF DES PLAINES PROFESSIONAL SERVICES AGREEMENT FOR COMPENSATION AND CLASSIFICATION EVALUATION

This **PROFESSIONAL SERVICES AGREEMENT** ("*Agreement*") is dated as of the ____ day of _____, 2016 and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("*City*"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("*Consultant*"):

Address:

Telephone No.:

Email:

Project Name/Description:

Agreement Amount:

B. Project Description. Conduct a compensation and classification evaluation for all positions employed by the City of Des Plaines which are not represented by collective bargaining agreements as more fully described in the proposal attached to this Agreement as **Exhibit A ("*Proposal*")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("*Services*") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the City, but in no event later than August 1, 2016 ("***Time of Performance***").

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 60 days after receiving such an invoice, in accordance with Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

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

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

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

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City 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 Consultant.

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 City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. 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 Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City 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 Consultant 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 City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For

purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, 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 City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant 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.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City'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. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*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 Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms 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 City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

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

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (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.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City 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 the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, 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 Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant 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 Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant 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 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City 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:

1. **Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by City.** The City 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.

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

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

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

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. 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 City by the Consultant 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 City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the

City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

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

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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 Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City 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. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant 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 City or the Consultant 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 City's or the Consultant's right to enforce such rights or any other rights.

M. 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.

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____