



Request for Proposal
Professional Services
Monday, May 23, 2022

2022 Park District of Highland Park Compensation Study

SITE LOCATION:
West Ridge Center
636 Ridge Road
Highland Park, IL 60035

SUBMISSION DEADLINE:
Friday, June 10, 2022, 10:00am

Chris Kopka
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

*Park District of Highland Park
2022 Compensation Study*

May 23, 2022

The Park District of Highland Park is seeking proposals to provide the services for the following scope of work: Compensation Study. Please review the request for proposals attached in its entirety for details on the project scope, schedule, Park District terms and conditions, and proposal instructions.

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Chris Kopka via ckopka@pdhp.org or (847) 579-3107.** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those Firms that complete such registration. The Firm remains responsible for obtaining all addenda to the original specification.

Proposals should be e-mailed to ckopka@pdhp.org.

Proposals will be received no later than Friday, June 10, 2022, 10:00am.

Questions regarding this project or the enclosed documents can be directed to Chris Kopka at ckopka@pdhp.org or (847) 579-3107.

Sincerely,

Chris Kopka
Director of Human Resources and Workforce Strategy

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GENERAL INFORMATION

Introduction

The purpose of this request for proposal is to obtain proposals from qualified firms to conduct a study or evaluation of the District's salaries, positions and compensation policies. The Park District of Highland Park is a progressive employer that would like to continue to offer competitive salary and benefits in order to attract and retain talent. The projected project timeline for this engagement is 3 months. Successful Proposals need to include a project plan that meets these expectations

Interview Process

Firms will be ranked by qualifications. Short list and ranking shall be determined pursuant to the quality and completeness of responses to the attached Proposal Form. Firms not on the short list will be added to the short list in order of ranking should a higher ranking Firm decline to participate. Subject to a review by the Park District, a short-list of Firms will be considered eligible for oral interview and presentation.

Negotiations

The District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, and possible oral presentations, the District intends to enter into an agreement with the selected Firm. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other Firms as may best serve the interests of the District.

Reserved Rights

The District reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified, the District has ninety (90) days from the published submission date to enter into an agreement with a Firm. The District may seek clarification from a Firm at any time and failure to respond promptly is cause for rejection.

Incurred Costs

The District will not be liable, under any circumstance, for any costs incurred by Firm in replying to this RFP.

Award

A Firm to whom an offer is made shall be required to enter a written contractual agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Firm. Payment by the District may be by credit card.

Taxes

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Sustainability

The District is committed to sustainable practice that benefit our environment and the health and safety of our customers. The Firm agrees to work with District staff if applicable on sustainable project elements and materials.

Additional Information

Should the Firm require additional information about this proposal, please contact Chris Kopka by e-mail, ckopka@pdhp.org or by phone 847-579-3107. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Firms. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Firm to receive any such addendum or interpretation shall not relieve the Firm from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Firm to improperly submit a proposal.

TERMS AND CONDITIONS

Firm Qualifications

All Firms must be engaged in the type of work or services as outlined in these specifications. The proposer shall assign an Account representative who has a minimum of 5 years, successful experience in providing these services. The account representative, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Account representative shall be present for presentation of the proposal and must be assigned to the Park District of Highland Park throughout the contract period. The District reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

Proposal Format

Firms shall submit items listed below. Firms lacking these completed items may not be considered for award.

- Narrative
 - Describe your general understanding of the project and your proposed approach to achieve the project goals.
 - Confirm the schedule as part of the proposal.
 - Firm is welcome to suggest alternative design/construction methods to expedite the completion of the project.
- Required Forms
 - Proposal Form
 - References
 - Firm Profile and Qualifications Form
 - Contractor's Certification of Eligibility

We encourage Firms to include additional documentation supporting Firm's performance record, financial resources, experience, and reliability to execute this agreement as described herein. All exceptions to these RFP terms and specifications must be clearly documented.

Evaluation Criteria

A committee comprised of District staff and officials will review proposals to select that proposal which, in the sole discretion of the District, is determined to be in its best interests. The District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

Timely Submissions

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time likely will not be considered.

Responsibility and Default

The Firm shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful Firm shall be considered the sole point of contact for purposes of this contract agreement.

Change in Status

The Firm shall notify the District immediately of any change in its status resulting from any of the following:

- Firm is acquired by another party
- Firm becomes insolvent
- Firm, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Firm ceases to conduct its operations in normal course of business

The District shall have the option to terminate its agreement with the Firm immediately on written notice based on any such change in status.

Hold Harmless Clause

The successful Firm agrees to indemnify, save harmless and defend the Park District of Highland Park, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, or infringement on intellectual property rights which may arise or which may be alleged to have arisen out of intentional, willful, negligent or wrongful acts, in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Park District of Highland Park, its agents, servants, or employees or any other person indemnified hereafter.

Insurance Requirements

The successful Firm shall be required to keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer’s Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- a. Workers’ Compensation:
 - i. Workers’ Compensation: Statutory
 - ii. Applicable Federal (e.g., Longshoremen’s): Statutory
 - iii. Employer’s Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
- b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
- c. Business Automobile Liability (including owned, non-owned and hired vehicles):

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- i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
- ii. Property Damage
 - \$1,000,000.00 Per Occurrence
- iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
- d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Occurrence
 - ii. \$2,000,000 Aggregate

Prior to beginning work, the Firm shall have to furnish the Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. Seq.) ("Act"), all Firms to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

Compliance With All Laws

Firm shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, District, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Firm must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act, and traffic and public utility regulations. Firm shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

Prevailing Wage and Certified Payroll

Professional services are not subject to the Illinois Prevailing Wage Act. However, the Firm may need to subcontract for work of a nature that is subject to the Act. To the extent that the Act applies, the Firm agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> The Firm is advised that the Department revises the prevailing wage rates and the Firm has an obligation to check the Department's web site for revisions. The successful Firm shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any

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increases in costs to the Firm due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Firm and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Firm shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> no later than the 15th of each calendar month following a month in which construction on the project has occurred as required by Statute. The Firm shall furnish the Park District confirmation that certified payroll was submitted. In lieu of certified payroll, Firm shall submit a letter setting forth the basis upon which Firm has concluded the Act does not apply. The Firm shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

Special Conditions

The Firm shall familiarize itself with all the agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Firm for not familiarizing himself with site conditions. The Firm’s signature on the proposal shall be the Owner’s guarantee that the Firm has met these restrictions.

Signature and Legibility

The prices for work and the names, addresses, and signatures of the Firm’s shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

Anticipated Schedule for Solicitation

RFP Issuance Date	May 23, 2022
Deadline for submission of questions	June 2, 2022
Proposals Due No Later Than 10:00am	June 10, 2022
Shortlist Notifications	June 15, 2022
Interview Dates	June 22, 2022
Board Approval	July 29, 2022
Project Start	August 1, 2022
Anticipated Project Completion	October 28, 2022

Project Timeline

The projected project timeline for this engagement is 3 months. Successful Proposals need to include a project plan that meets these expectations.

SCOPE OF WORK

History

In 2015, the District utilized a consultant to conduct a comprehensive market survey analysis to benchmark positions and made recommendations for compensation. Recommendations were instituted at that time. No further changes were made to the grades or position minimum/maximums since then. Positions were added in 2018 - 2020, which have never been reviewed.

As a result of the pandemic, no raises were given from March 2020 – March 2021. In early 2022, salaries grades were evaluated using a 5 year benchmark study by GovHR (both part time and full time) and minimums and maximum were adjusted, resulting in increases to employee salaries ranging from 5% - 10%.

Scope of Work

The Firm's scope of work shall include but not be limited to the following list of services:

A successfully Proposer shall be capable of providing the following services as part of a compensation study for Park District of Highland Park:

- a. Proposer shall benchmark approximately 35-40 positions to evaluate competitiveness to public and private comparable positions.
 - i. Proposer shall take into account position responsibilities including but not limited to: experience necessary; position status (exempt vs. non-exempt); number direct and indirect reports (if applicable); and direct area of responsibility including assets managed; budget oversight; number of hours programmed; number of participants served.
- b. Proposer shall evaluate the organization's existing compensation policies, salary classifications and pay grades and determine the District's level of market competitiveness
 - i. Proposer's evaluation of competitiveness shall include wages, the value of health and welfare benefits (including employer contribution toward premiums), retiree benefits, vacation, the value of paid time off, the value of pension contributions, and any other fringe benefits as compared to both public and private sector employers.
- c. Proposer will recommend salary ranges to include percent spreads between ranges for both the full time and part time grade schedules.
- d. Proposer will substantiate all recommendations preferably with examples of best practice or at the least with an explanation of methodologies.

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- e. Proposer shall provide the District with guidance for future compensation including annual adjustments to salary grade ranges; salary for new hires; adjustments for job changes including promotions/demotions/reclassifications/transfers
- f. Proposer may make presentations to elected boards and commissions, and management staff.
- g. Proposer is invited to supplement presentation with best practices, innovative ideas and/or new practices in compensation study that are not mentioned above.

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PROPOSAL FORM
(Page 1 of 2)

TO: Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

FROM: _____
Company

Street Address

City, State, Zip

Phone

FOR: 2022 Compensation Study

BASE PROPOSAL:

Benchmark approximately 35-40 positions \$ _____

Evaluate and recommend modifications to the current salary structure \$ _____

Guidance for future compensation policy/structure \$ _____

TOTAL BASE PROPOSAL \$ _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

PROPOSAL FORM
(Page 2 of 2)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

Pursuant to and in compliance with the general information, terms and conditions, scope of work, the undersigned agrees to supply the product in the quantities/perform all work in accordance with these contract documents for the prices and/or amounts specified herein in the Fee Proposal attached.

All amounts shall reflect the Firm's complete and thorough understanding of conditions which might affect the proposal. All amounts shall reflect the Firm's complete and thorough understanding of any and all provisions, restrictions and requirements of these contract documents including any proposal guaranties, proposal form signatures, project meetings or other proposal requirements.

The Owner reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: _____
Name and Title of Authorized Agent

Authorized Signature

Date

REFERENCES

Please include at least three (3) references with which the Firm has completed similar work of approximate magnitude required under this contract.

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

FIRM PROFILE AND QUALIFICATIONS

(Page 1 of 2)

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____ E-Mail _____

of Employees _____ Annual Sales # _____
Firm's organization has been in business under its present business name for ____ years.

Firm's organization has had experience in work comparable with that required under the proposed contract:
as a prime contractor _____ years;
as a subcontractor _____ years.

The following Firm's employees will be involved with the proposed contract:

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Firm may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

FIRM PROFILE AND QUALIFICATIONS

(Page 2 of 2)

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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CONTRACTOR’S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____, a(n) _____
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By: _____

Its: _____

Title

STATE OF ILLINOIS)
) SS
DISTRICT OF)

I, the undersigned, a notary public in and for the State and District aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

DATED: _____, 2022
Notary Public _____

[Notary Seal]

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SAMPLE CONTRACT

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES**

THIS AGREEMENT entered into by and between <NAME OF THE FIRM> (hereafter "FIRM") and THE PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the following: Request for Proposal <NAME OF SERVICES REQUESTED> dated <DATE (long form i.e. July 25, 2011)> (hereafter "RFP"); the documents referenced therein; FIRM's Proposal in response to the RFP for <NAME OF SERVICES REQUESTED> (hereafter "Proposal"); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, FIRM may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorneys and paralegals fees, expert fees and court costs) arising out of or resulting from the performance of FIRM's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. FIRM shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and

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expenses, including, but not limited to, legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
 - d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Occurrence
 - ii. \$2,000,000 Aggregate
4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such

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insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. All insurance provided by FIRM shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A: VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.

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11. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
12. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
13. FIRM agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. FIRM grants to AGENCY, in perpetuity, a license to use the drawings, specifications and other work products of FIRM and its consultants for its own purposes. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
15. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
16. To the extent that the Prevailing Wage Act applies (and it does not apply to professional services), FIRM agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> FIRM is advised that the Department revises the prevailing wage rates and the FIRM has an obligation to check the Department's web site for revisions. FIRM shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to FIRM due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of FIRM and not at the expense of the AGENCY. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. FIRM shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. FIRM shall furnish AGENCY confirmation that certified payroll was submitted. FIRM shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

