



REQUEST FOR PROPOSALS (RFP)
Document Imaging Services for
The Village of Oak Park

Issued Friday, March 21, 2025

Due Friday, April 11, 2025 at 4:00 PM

The Village of Oak Park (“the Village”) is requesting qualifications to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before Friday, April 11, 2025 at 4:00 PM to:

Village of Oak Park
Office of the Village Clerk
Attn: RFP-VCO-2025-Document Imaging
123 Madison Street
Oak Park, IL 60302
clerkwaters@oak-park.us

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village of Oak Park (“Village”) serves an area of four and one-half square miles located eight miles west of downtown Chicago. Oak Park has a population of 54,318 (based on 2020 Census). The Village’s population is diverse in income levels, age, and professions with a stimulating mixture of racial, religious and ethnic groups. Oak Park is a Home Rule community and operates under the Village-Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials.

The Village provides a multitude of services to its citizens in the form of police and fire protection, street maintenance and construction, community relations, housing programs, school crossing guards, traffic control, forestry, garbage collection, flood control, health and human services, animal control, water and sewer, building and code enforcement, economic development, and general administrative functions.

More detailed information on the government and its finances can be found in the Village’s Budget and the Comprehensive Annual Financial Report (CAFR). The budget, CAFR and other pertinent statements can be viewed at the Village’s website at <https://www.oak-park.us/Government/Finance-and-Budget> .

The Village requests the services of a qualified document imaging company to scan paper documents and micro film.

The Village will receive responses Monday through Friday, 9:00 A.M. to 5:00 P.M. at 123 Madison Street, Oak Park, Illinois, 60302. Each service provider shall *provide five (5) hard copies of their response in a sealed envelope titled "RFP-FIN-2025-Document Imaging," or one (1) softcopy via email.*

There is no pre-bid conference currently scheduled.

All additional questions must be submitted via email to clerk@oak-park.us no later than **Friday, April 11, 2025, at 4:00 PM**. Responses will be provided to the known list of RFP recipients on our website as well as on DemandStar.com.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Christina Waters, Village Clerk, Office of the Village Clerk at clerkwaters@oak-park.us.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Service Provider Notification

Service providers will be notified in writing of further questions and/or decisions.

D. Award of Contract

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified; Selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected Consultant must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Vendor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E99981823). Contactors should exclude these taxes from their prices.

F. Interpretation of the Request for Proposal Document

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be e-mailed to all prospective service providers.

G. Listing of Subcontractors and/or Sub consultants

In order that the Village may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each Service Provider shall submit with their response a list of subcontractors and/or sub consultants who would be called upon to perform the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

H. Competency of Service Provider

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

I. Subletting of Contract

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

J. Village Ordinances

The Service Provider will strictly comply with all Ordinances of Oak Park and Village Code and laws of the State of Illinois.

K. Term of Agreement

The contract term shall be for a one-year period from the effective date of the agreement after which the Village will have the right to renew for an additional one-year period of time.

L. Payments

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

M. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

N. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

O. Confidentiality

The Service Provider shall keep the Village's employee and all related data confidential.

P. Insurance Requirements

See attached form Agreement.

Q. Hold Harmless and Indemnity

See attached form Agreement.

R. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms ("Consultants"):

Proposals due:	<u>Friday, April 11, 2025 at 4:00 PM</u>
Proposals reviewed:	April 14, 2025 through April 18, 2025
Negotiations with preferred firm(s):	April 28, 2025 through May 2, 2025
Contract approval by:	May 20, 2025

****Section II. Specific Requirements

A. Scope of Work:

The Village requests the services of a qualified document imaging company to scan paper documents and microfilm. Specifically, the Village may request a qualified vendor to provide the following services:

1. **Document and Microfilm Pickup:** Documents and microfilm are stored within the Village Hall of the Village of Oak Park, 123 Madison Street, Oak Park, IL. Village staff will box documents and microfilm in standard letter/legal size “storage/banker’s boxes”, separated by date and document type. Vendor shall pick up boxed documents from the Office of the Village Clerk and transport documents and microfilm to their facility for scanning purposes. Village documents and microfilm shall be maintained by the vendor in a secure fashion and location at all times.
2. **Document and Microfilm Preparation:** Document and microfilm preparation to be performed by Vendor shall include separation of documents and microfilm by date and document type, repairing torn documents and microfilm, removal of staples, pulling paper clips, segregation of documents excluded from scanning (i.e. envelopes), and performing all other work required to prep documents and microfilm for scanning.
 - a. The majority of documents are of size 8.5” x 11” with some approximately 8.5” x 14”.
3. **Document Scanning:**
 - a. The entire image of all documents and microfilm shall be scanned.
 - b. Documents may be one-sided or two-sided.
 - c. Documents that are multi-paged shall be grouped together in one scan.
 - d. Scanned documents must be viewable in PDF/A format at a minimum of 300dpi.
 - e. Scanned documents shall be compatible with the Village’s document imaging system, which is Laserfiche, and shall also be openable in Adobe Reader.
4. **Document Indexing:** Vendor shall make note on providing file and index information to be easily loadable to Laserfiche (ex. excel file with file path and key index fields for each file). Each scanned document must be searchable by lookup indices as follows:
 - a. Ordinance / Resolution Number:
 - b. Agenda Item Letter:
 - c. Board Meeting Date:
 - d. Title:
 - e. Department:
5. **Deliverables:**
 - a. Scanned documents and microfilm shall be loaded into the Village’s document imaging system by the Vendor and verified to be openable.
 - b. Scanned documents shall also be delivered to the Office of the Village Clerk at the address listed above on DVD medium (4 copies) in format compatible with

the Village's document imaging software. DVD's shall be labeled with address and date ranges of the scanned images contained thereon.

6. **Document Return:** Upon completion of the project, and written approval from the Clerk's office in which obtains permission from the Illinois Secretary of State the Contractor shall (TO BE DETERMINED) all files. The Contractor shall in turn provide the Village a certificate that the said documents have been professionally destroyed.

If a Service Provider cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.

Section III. RFP Response Instructions

A. *Proposal Format*

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request.

For your hardcopy submission, special bindings, colored displays, promotional materials, etc., are not desired. If using tabs please ensure each tab is labeled with more than simply a number or letter.

Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Respondent Background
4. Proposed Scope of Service
5. Proposed Schedule of Implementation
6. References
7. Cost Proposal
8. Attachments

The desired information for each of these sections is described below.

1. *Cover Letter*

The cover letter should contain the name of the proposing Service Provider (and/or third-party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

2. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

3. *Respondent Background*

This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable.

The Village requests that proposing service provider set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

4. *Proposed Scope of Services*

In addition to addressing the topics covered in this proposal with regards to scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

5. *Proposed Schedule of Implementation*

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

6. *References*

Provide a list of client references of similar sized and/or municipal accounts which the proposer has served over the past two years and is currently serving. Provide no fewer than three references. Provide a contact person, telephone number, and email address for each referenced customer.

7. *Cost Proposal*

All service providers must utilize *Attachment II. Cost Proposal Form* to officially submit pricing information. Service providers may provide additional documentation. However, evaluations will utilize Exhibit A to compare costs.

8. *License to Provide Service in Illinois and Disclosures*

Service providers shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

9. *Attachments*

Please provide completed copies of all the required attachments:

- I. Cost Proposal Form
- II. Tax Compliance Certificate
- III. Staff Reference Form
- IV. EEO Report
- V. Decline to propose (if needed)

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP
The Village will consider all the material submitted to determine whether the Service Provider's offering is in compliance with this RFP.
- B. Ability to Perform Current and Projected Required Services
The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type.
- C. Experience and Relevant Knowledge
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D. Financial Stability
The Village may conduct analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.
- E. References
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- F. Cost Proposal
The Village will evaluate aggregate services based on the overall cost-effective approach to providing the services requested in this RFP.
- G. Optional Interviews and/or Site Visits
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



Attachment I. **Cost Proposal Form**

The undersigned proposes to furnish, Village of Oak Park, Office of the Village Clerk, 123 Madison, Oak Park, IL. 60302,

Vendor shall state as part of their bid, a written description of their quality assurance method to be utilized to ensure proper indexing of all documents.

Provide the following line item cost options in the space provided below:

1. Bid shall clearly identify the unit cost per document for performing the above-outlined scope of work which may be used to increase or decrease the number of documents estimated to keep the project within the budgeted amount of \$50,000. Bulk pricing tiers are acceptable.
2. Bid shall identify the cost to add or reduce the number of index fields applied to each document.
3. Bid shall identify the unit cost per document for scanning items into a PDF/A format at a minimum of 300dpi format for industry standard archiving.

Proposal Signature: _____

State of _____), County of _____)

_____, being first duly sworn on oath deposes and says that the Consultant on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Consultant and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Consultant authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Consultant shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Organization Name
(Seal - If Corporation)

By: _____ Dated: _____
Authorized Signature

Address

Telephone

E-mail

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public



Attachment II. **Compliance Affidavit**

I, _____ being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) _____ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled “Organization of Proposing Firm,” which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: _____

Printed Name _____

Name of Business: _____

You’re Title: _____

Business Address:

(Number, Street, Suite #) _____

(City, State & Zip) _____

Telephone: _____ Fax: _____ Web Address: _____

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Subscribed to and sworn before me this _____ day of _____, 20__.

Notary Public



Attachment III. Staff Reference Form

Vendors shall provide three (3) different Staff references for each proposed Staff member by completing and submitting three (3) Staff Reference Forms. Vendors shall complete only Section I of the form. No contact name may be used more than once for the three (3) reference forms provided. Staff Reference contacts must be individuals that were the proposed Staff member's project manager or an individual who had oversight responsibility for the Staff member's performance on that project. The references cannot be current employees of the Vendor's own company. References must be able to provide an objective assessment of Staff member's performance.

Vendor Name: _____

Proposed Staff Name: _____

Section I. To be completed by the Vendor.

A. Name of Reference:	_____
Title:	_____
Telephone:	_____
Email:	_____
Agency/Company Name:	_____
Project Name:	_____
Approximate Project Value:	_____
Engagement Begin/End Dates:	From: _____ To: _____
If the original Agreement was extended beyond the planned end date, briefly describe the reason(s) for extensions.	

B. Briefly describe the services provided by this proposed Staff under this Agreement. (Expand as needed.)

--

Vendor Name: _____

Proposed Staff Name: _____

Section II: To be completed by the Selection Team

STAFF REFERENCE CHECK

The Evaluation Team will make three (3) attempts to contact the Staff references listed in Section I. The Evaluation Team will circle the number, which corresponds to the performance rating for each category according to the rating scale described below. Comments will not be scored.

Selection	Performance Rating Scale
5	Strongly agree
4	Agree
3	Neither agree nor disagree
2	Disagree
0	Strongly disagree

Staff Reference Criteria	Rating
1. The individual utilized industry standards and best practices to submit quality deliverables and services.	5 4 3 2 0
2. The individual performed the contractually required work according to the project schedule.	5 4 3 2 0
3. The individual communicated effectively both orally and in writing.	5 4 3 2 0
4. The individual was fully knowledgeable in best practices and delivered work products that required minimal re-work.	5 4 3 2 0
5. The individual maintained positive working relationships with project team members.	5 4 3 2 0

Comments: _____



Attachment IV. Document Imaging RFP FIN-2025

Vendor Selection Criteria

1. Experience & Qualifications of the Vendor (20%)

- **Focus Areas:**
 - Vendor's track record and history in the document digitization industry.
 - Relevant experience with similar projects (e.g., volume, complexity, and type of documents).
 - Expertise in the tools, software, and technologies used in document digitization.
 - Industry certifications, if any.
- **Guideline for Vendors:** Highlight your company's experience, detailing specific projects and the technologies utilized. Provide case studies or examples of successful document digitization initiatives.

2. Proposed Methodology & Approach (25%)

- **Focus Areas:**
 - The overall digitization process: scanning, OCR (Optical Character Recognition), indexing, quality control, and metadata generation.
 - Process for handling large volumes of documents and how scalability is addressed.
 - Project timelines and milestones.
 - Approach to data security and confidentiality during and after the digitization process.
- **Guideline for Vendors:** Provide a detailed description of your approach to digitization, including any quality assurance protocols, workflow strategies, and security measures.

3. Technology & Equipment (15%)

- **Focus Areas:**
 - Types of scanning equipment and software used, including speed, resolution, and reliability.
 - OCR technology and its ability to recognize different languages and fonts.
 - Document storage and retrieval systems.
 - Software for indexing, searchability, and metadata handling.
- **Guideline for Vendors:** Specify the technology stack and equipment that will be used for the project, and explain why they are optimal for the task.

4. Cost (20%)

- **Focus Areas:**
 - Total cost of the project, broken down by milestones or phases.
 - Pricing transparency and any potential hidden fees.
 - Long-term cost implications, such as maintenance, hosting, or storage fees.
 - Cost-effectiveness in terms of value provided versus the cost.
- **Guideline for Vendors:** Offer a detailed breakdown of costs, highlighting any scalability or long-term cost-saving measures.

5. Quality Assurance & Accuracy (10%)

- **Focus Areas:**
 - Processes for ensuring high-quality digital output, including error rate, OCR accuracy, and image clarity.
 - Post-digitization quality checks and verification.
 - Ability to handle various document formats (e.g., hand-written, historical, and modern documents).
- **Guideline for Vendors:** Explain your quality control processes and metrics for measuring the success of the digitization effort. Provide any guarantees regarding accuracy and quality.

6. Project Management & Communication (10%)

- **Focus Areas:**
 - Dedicated project manager and team for the entire lifecycle of the digitization project.
 - Vendor's communication and reporting protocols during the project.
 - Regular updates and collaborative sessions to resolve challenges or questions.
- **Guideline for Vendors:** Demonstrate your approach to project management, detailing the structure of your team and communication plan.

7. Post-Implementation Support & Training (10%)

- **Focus Areas:**
 - Availability of support for troubleshooting or resolving issues post-implementation.
 - Training provided for your internal team to use the digitized system or software.
 - Long-term support agreements, including software upgrades or ongoing maintenance.
- **Guideline for Vendors:** Outline your post-project support services and training programs for staff.

Evaluation Breakdown

Criteria	Weight (%)
Experience & Qualifications	20%
Proposed Methodology & Approach	25%
Technology & Equipment	15%
Cost	20%
Quality Assurance & Accuracy	10%
Project Management & Communication	10%
Post-Implementation Support & Training	10%
Total	100%



Attachment V. EEO report

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: _____

2. Check here if your firm is:
_____ MBE
_____ WBE
_____ Non MBE/WBE

(Copies of all certification letters must be included)

3. What is the size of the firm's current stable work force?
_____ Number of full-time employees
_____ Number of part-time employees



Attachment VI. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment IV and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Proposal No: RFP-FIN-2025-Document Imaging
Department: Village Clerk's Office
Project Name: Document Imaging
Date Issued: March 21, 2025

Comments:



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2025, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), _____, and _____ (hereinafter referred to as the “Contractor”).

RECITAL

WHEREAS, the Village intends to have the Contractor to scan paper documents and microfilm pursuant to the Village’s Request for Proposals dated _____, 2025, attached hereto and incorporated herein by reference and the Contractor’s Proposal dated _____, 2025, attached hereto and incorporated herein by reference (hereinafter referred to as the “Services”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR.

2.1. The Contractor shall provide its Services pursuant to this Agreement, the Village’s Request for Proposals (hereinafter referred to as the “RFP”) and the Contractor’s Proposal (hereinafter referred to as the “Proposal”). The Village shall approve the use of any subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement.

2.2. The Contractor shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Contractor’s Proposal and this Agreement or the Village’s Request for Proposals, this Agreement and/or the Village’s Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Manager's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates _____ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Contractor shall be an independent Contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services in an amount not to exceed \$_____ ("Contract Price"). The Contractor shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Contractor. If such changes

cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. The Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all reasonable costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.6. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all

charges against the Contractor as provided for in this Agreement (“Final Payment”). The acceptance by Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Contractor reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire on the one year anniversary of the Effective Date at 11:59 a.m..

4.2. The Village shall have the right to renew this Agreement in writing on annual basis after the initial Agreement term for one optional one (1) year term. The Contractor may request an adjustment in its rates for a renewal term subject to the price increase being generally accepted in the industry. In this event, written notification stating the requested increase and supporting document justification must be provided to the Village for the renewal period forty-five (45) days prior the expiration of an applicable term of this Agreement. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than the lesser of five percent (5%) or the above referenced CPI multiplied by the previous year's cost for services provided under this Agreement. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and not renew this Agreement. If any price reductions are announced during any period this Agreement is in effect by the Contractor, the Village shall receive benefit of such price reduction. The Contractor shall provide the Village with notice of any such price reduction and it shall become effective thirty (30) days from the date the notice was served upon the Village.

4.3. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.4. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village or its officials, agents, employees and volunteers to the extent caused by the negligent performance of the work by the Contractor, its employees, or subContractors, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy by the insurer unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date by the insurer, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subContractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Contractor shall provide, and shall cause each subContractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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- (E) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officials, agents, employees and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Contractor understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

8. FORCE MAJEURE.

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

10. STANDARD OF CARE.

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Contractor shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's professional Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one year of completion of the Contractor's Services.

10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

10.4. The Contractor shall review laws, regulations, codes and standards in effect as of the date of this Agreement that applicable to Contractor's services and shall exercise professional care and judgment to comply with said requirements imposed by governmental authorities having jurisdiction over the Project.

10.5. The Contractor 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, and 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, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service 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 Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

10.6. The Contractor 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 Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. Notwithstanding the foregoing, the Contractor shall maintain all rights to reuse standard details and other design features on other projects. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Contractor shall give notice to the

Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subContractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in the Village's development, promotional and other materials which include the Contractor's Work Products.

11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the

denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Contractor from providing engineering Services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

15. NO COLLUSION.

15.1. The Contractor hereby represents and certifies that the Contractor 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 Contractor 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 65 ILCS 5/11-42.1-1; 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 Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written

or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Contractor:

Email: _____

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of fa electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the parties as set forth below.

23. AUTHORIZATIONS.

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that he has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such

underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

24.2. In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

25. CERTIFIED PAYROLL

25.1. Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village’s Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. LIVING WAGE/MINIMUM WAGE

26.1. The Contractor shall comply with the Village’s living wage requirements as set forth in Section 2-6-20 (“Living Wage”) of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village’s living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 25 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2025

ATTEST:

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2025

By:
Its:

Date: _____, 2025

ATTEST:

By:
Its:

Date: _____, 2025