REQUEST FOR PROPOSALS (RFP)
#20-103: Inspections and Plan Review Services for Development Customer Services Department

Issued August 31, 2020

Due Monday, September 21, 2020 at 4:00 PM

The Village of Oak Park ("Village"), Illinois will receive proposals for Inspections and Plan Review Services via e-mail at Development@oak-park.us. **Proposals will be accepted until 4:00 p.m. Central Standard Time, Monday, September 21, 2020.**

The Village reserves the right to divide the services described in this Request for Proposal between two qualified vendors.

Proposals must be submitted electronically to Development@oak-park.us and the subject line should be **"RFP 20-103 DCS - Inspections and Plan Review Services."**

Proposal forms may be obtained by emailing Development@oak-park.us.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from Development Customer Services by emailing Development@oak-park.us.

Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached hereto.

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Submission of Proposals

Proposals shall be submitted on the proposal form included herewith. The proposal shall be submitted electronically to Development@oak-park.us and the subject line should be **"RFP 20-103 DCS - Inspections and Plan Review Services"** and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Tammie Grossman
Development Customer Services Director
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

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SECTION I
GENERAL REQUIREMENTS

A. Introduction and Mandatory Terms

The Village of Oak Park ("Village") serves an area approximately five square miles located eight miles west of downtown Chicago. Oak Park has a population of 52,104 (based on 2010 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 Board-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 http://www.oak-park.us/your-government/finance-department.

The Village will receive digital responses to this RFP via e-mail, prior to 4pm on Monday, September 21, 2020. The transmittal e-mail shall be titled "RFP 20-103 DCS - Inspections and Plan Review Services." Any submission received after the submittal time listed above may be rejected.

There is no pre-bid conference currently scheduled.

All additional questions must be submitted via email to Development@oak-park.us no later than 4pm Monday, September 14, 2020. Responses to submitted questions will be provided on our web page as well as on DemandStar.com.

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

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 Agreement

An agreement in substantially the form attached may be executed once one or more contractors are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

The agreement with a selected contractor or contractors 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. Contractors are 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, as a municipality, pays neither federal excise tax nor Illinois retailer's occupational tax.

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 posted on the Village's website and on DemandStar.com. In all cases it will be the service providers' responsibility to obtain all addenda issued. The Village will not assume responsibility for receipt of such addendum.

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 service provider 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 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 and codes of the Village of Oak Park and laws of the State of Illinois.

K. Term of Agreement

The initial agreement shall be from January 1, 2021 to December 31, 2023. The Village may renew the agreement for three (3) additional, one (1) year terms under the same terms and conditions as the initial agreement, other than price. Price escalation will be allowed for an applicable renewal. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The 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 adjustment shall not be greater than three percent (3%) of the previous year's cost for services provided under this agreement in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement and/or not renew the agreement.

If any price reductions are announced during the agreement period or any applicable renewal, the Village shall receive benefit of such reduction. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

L. Payments

The contractor will submit a monthly invoice to the Village detailing the addresses completed, hours worked and the rate. 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 et seq., 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 contract, or equivalent agreement, if the Village's Board of Trustees (Village Board) 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

The selected Service Provider must purchase and maintain for the length of the agreement in the amounts set forth in the agreement attached hereto.

Q. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without

limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees.

R. Tentative Schedule

Below is a tentative schedule for the request for proposal selection and approval of a preferred firm or firms ("Service Providers"):

Proposals due:	Monday, September 21, 2020 by 4:00pm
Contract approval by:	December 31, 2020

S. References

Contractors shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

CONTRACTOR REFERENCES

Contractor Name:_____

	Name	Address	Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

State the number of years in this business _____.

SECTION II

DETAILED SPECIFICATIONS

I. Purpose

The Village of Oak Park (hereinafter the "Village") is seeking proposals from a qualified Service Provider (hereinafter "Service Provider") to provide both permit plan review and inspection services for the Development Customer Services Department's Permit Processing Division. The inspection services will be for the following disciplines: Building, Mechanical, Electrical, Structural/Civil Engineering, and Plumbing inspections of construction work within the Village boundaries. The Plan Review services will be permit-related for the following: Building, Mechanical, Electric, and Plumbing, Energy, and accessibility plans for commercial and residential projects within the Village boundaries.

II. Background

The Village currently outsources 90% of Building Plan Review & Inspection Services with HR Green (McHenry, Illinois).

III. Definitions

For purposes of this RFP, the following definitions shall apply:

1. "Bidder" shall mean "Service Provider submitting Proposal".

2. "Inspection" or "Reinsertion" means a site visit for any plumbing, electrical, building (including structural and accessibility) or mechanical inspection, and service request inspections, such as stop work orders, construction site maintenance, etc. Inspections shall include, but not be limited to, any necessary research or consultation, all meetings and phone conversations with Village staff, permit contacts and applicants, written and electronic documentation, and all site reviews related to an Inspection. For example, a plumbing Inspection and an electrical Inspection conducted at the same time are subject to separate fees for plumbing and electrical Inspections; however, all research, consultation, written and electronic documentation, meetings, and phone conversations shall be included in the Inspection fee amount.

3. "Plan Review" or "Re-Review" means performing the technical review of architectural and engineering plans for compliance with codes, ordinances, and related laws and regulations. Projects requiring plan review are permit-related and include, but are not limited to: single family, multi-family, high-rise, commercial, office, individual tenant improvement, and mixed-use developments.
    a. Standard small (accessory, kitchen/bath remodel) Plan Review or Re-Review shall be completed within 1-2 business days, while Standard larger (additions, whole house remodels) Plan Review or Re-Review shall be completed within 3-5 business days.

4. "Proposal" sometimes referred to as "bid", unless the context requires otherwise.

5. "Inspection Services and Building Permit Plan Review Request for Proposal" is sometimes referred to as "Request for Proposal" and "RFP".
6. "Scope of Work" includes the requirements of Section V, subject to the additional requirements described in the RFP. Scope of Work is sometimes referred to as "Specifications."
7. "Workload" means anticipated services based upon the historical data provided.

IV. Workload

In 2019 the DCS Permit Processing Division issued approximately 6,000+/- permits.

V. Inspection Services Performance Levels

In 2019 the Village performed approximately 10,000 +/- Inspections per calendar year. The types of Inspections performed by the Village generally consist of the following:

19% Mechanical Inspections
22% Plumbing Inspections
20% Electrical Inspections
46% Building Inspections (includes mechanical, structural, and accessibility)
1% Service request Inspections (stop work orders, construction site maintenance)
2% Accessibility

VI. Plan Review Services Performance Levels

The Village issues approximately 6,000 permits annually with the volume of Plan Review requests depending upon market conditions. Often a single permit may require a review of up to eight plan review disciplines. Note: Most in-house staff may perform approximately 75% of the submitted applications due to the simplicity of the scope of work. The other 5% are automatic over the counter-permits and all reviews are currently performed in-house.

Historically the Village has staffed one full-time Village-employed residential structural/HVAC inspector, one full-time Service Provider-employed plan reviewer, one full-time Service Provider-employed residential/commercial structural/HVAC inspector, one part-time Service Provider-employed plumbing inspector and one part-time Service Provider-employed electrical inspector. Another full-time structural/HVAC Service Provider-employee may be requested as construction increases through the summer.

The Village expects the full-time positions to be stationed at Village Hall; part-time staff shall maintain excellent communication with Village staff and may include office time, as needed.

VII. Scope of Work.

1. Inspection:
   a. The Service Provider's qualified inspectors shall perform the following disciplines: Building, Mechanical, Electrical, Plumbing, Energy and Accessibility Inspections of construction work within the Village boundaries.
   b. Village residents are known for taking great pride in their historic homes, therefore much of our permit activity is interior remodeling and small additions.

The Village averages approximately 3 teardowns a year. Commercially the Village has many vibrant business districts that are often re-developing, remodeling or evolving.

c. There is no guarantee that the actual number of Inspections will fall into the range described in Section IV, as the number of Inspections depends on a number of factors, including, but not limited to, economic and construction activity. The Service Provider shall provide appropriate personnel to perform the Inspections and Re-Inspections within 24 hours from the time an Inspection is requested by a permit applicant and scheduled by the Village.
d. It is expected that the Service Provider will accept the assignments of the in-house staff (one inspector) as needed due to illness, training or vacation.

2. Plan Review:
   a. The Service Provider's qualified plan reviewer(s) shall perform technical review of building, mechanical, electric, plumbing, engineering, energy, and accessibility plans for a variety of commercial and residential projects performed under Village-issued permits.
   b. The Service Provider's qualified plan reviewer(s) shall also assist at the Village Hall counter to answer technical questions in an as-needed basis.
   c. The Service Provider's qualified plan reviewer(s) shall accept the assignments of the in-house staff (one inspector) as needed due to illness, training or vacation.
   d. The Service Provider's qualified plan reviewer(s) shall accept the assignments of the Service Provider's inspector as needed due to illness or vacation.
   e. The Service Provider's Plan Reviewer shall be responsible for routing to elevator Service Providers and the Service Providers' main office
   f. There is no guarantee that the actual number of Plan Reviews will fall into the range described in Section IV, as the number of plans/permits depends on a number of factors, including, but not limited to, economic and construction activity. The Service Provider shall provide appropriate personnel to perform Standard small (accessory, kitchen/bath remodel) Plan Reviews and Re-reviews within one-two (1-2) business days after the time the plans are submitted to the Service Provider. Standard larger jobs (additions, whole house remodels) shall be expected to be reviewed within three-five (3-5) business days. New high-rise or large new structures shall take no longer than ten (10) business days.
   g. Expedited Plan Review standard – Plan Review shall be completed within three (3) days after the time the plans are submitted to the Service Provider.

3. Hours:
   a. Normal working hours: Normal hours of scheduled Inspections will be 8:30 a.m. to 5:00 p.m., Monday through Friday, and shall follow the same Village Hall holiday schedule: closed New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving (Thursday & Friday), and Christmas Day. A typical business day consists of 30-50 scheduled Inspections. It is not unusual to schedule additional 2-4 inspections each day for unusual cases or last-minute reinsertions.
   b. After-hours: On occasion, emergency or after-hours Inspections will be required. When the Village submits an emergency Inspection or after-hours Inspection request, the Service Provider shall provide an inspector with the required

qualifications to perform the Inspection within two hours of notice by the Village. The Service Provider shall provide emergency and after hours contact numbers to the Village and be readily available. Also, the Service Provider will be included in Fire and Police Departments' Emergency call-chain list for after-hour's phone consultation and emergency Inspection for building related issues.

c. Work Performance:
   i. All services are to be performed under the supervision of the Director of the Development Customer Services Department and the Chief Building Official/Permits Processing Manager and in compliance with Village policy, Codes, and interpretation. All Inspections and Plan Reviews shall be performed in a non-adversarial, ethical, professional, and personable manner.
   ii. To provide the required Inspection and response, the Service Provider shall provide a consistent/stable roster of inspectors.
   iii. The Village expects the contracted individuals to wear professional collared dress shirts, with their company logo, while on duty.
   iv. The Village expects the contracted individuals to wear and exposed Village of Oak Park issued ID when performing their duties outside Village Hall.
   i. The Village expects the Service Provider to provide all their employees proper safety construction gear and testing equipment. (The Village shall supply all I-phones and computer related devices as it pertains to the Cityview and Outlook program usage.)

VIII. Inspection Scheduling:
Village staff will schedule Inspections for the Service Provider though our OUTLOOK program and VillageView Permit Program. The Service Provider is responsible for entering all results of inspections into the Village's inspection software system, onsite.

IX. Plan Review Scheduling:
The Village expects a full-time plan reviewer (Service Provider) stationed in the Permit Processing Division during business hours. Village staff will route the appropriate plan copies to the Service Provider for review. This routing shall be performed through the paper process or electronically to the Service Provider's off-site Plan Reviewer(s) as needed. The Service Provider's Plan Reviewer shall have assignments assigned in Oak Parks VillageView Permit Program. The Service Provider's Plan Reviewer shall be responsible for scheduling the Review for completion within the time required for a Standard or Expedited Plan Review.

X. Inspection Reporting:
The Village shall provide the necessary equipment (i.e. IPhone) to be able to track and record inspection results electronically in the field. The Village will provide the Service Provider with training to utilize the inspection software.

XI. Plan Review Results:
The Village software will provide the ability to electronically conduct Plan Reviews though the VillageView and Bluebeam software. The Service Providers are expected to be

capable of conducting an efficient and thorough electronic plan reviews using *Bluebeam software* supplied by the Village in a timely manner.

XII. Consultation:

a. Permit-related during business hours: Inspections include all phone consultations with the Village and permit contacts, including the permit applicant, for each Inspection performed, as necessary.
b. Permit-related after business hours: On occasion, phone consultation is required outside the normal hours of business in regard to an Inspection.
c. Plan Review-related during business hours: Plan Reviews include all phone consultations with the Village and permit contacts, including the permit applicant, for each Plan Review or Re-review performed.
d. Staff consultation during business hours: Service Provider shall provide the services of a technical staff member, who is a **Master Code Professional** as certified by the International Code Council, for phone consultation with Village staff during the Village's normal business hours, as described in Subsection 3a above.
e. Daily Inquiries: The Chief Building Official typically addresses daily inquiries regarding building-related matters. In his/her absence, e.g., vacation, sick leave, Service Provider may be required by Village to provide technical assistance and address such inquiries. In such case, Service Provider will provide appropriate personnel.

XIII. Equipment:

The Service Provider shall provide all vehicles, clothing, code books, inspection equipment, safety equipment and other related materials necessary to perform the services. The cost to provide these materials shall be incorporated into the Service Provider's proposed bid amounts.

The Village shall provide; basic office supplies, Division publications, business cards and I-Phone for VillageView Inspection Software usage, and communication with staff and customers. The Village will also provide Inspectors with identification that they must wear, clearly showing they are Village authorized inspectors.

The Service Provider shall have a professional appearance. The Service Provider shall wear a collared shirt with the Service Provider's company logo. The shirt and pants shall be kept in a clean and tidy appearance. The Service Provider's personal appearance shall include good hygiene and manicured hair.

XIV. Personnel Assignment:

The Village reserves the right to designate alternative personnel of the Service Provider when the Village is dissatisfied with the performance of assigned personnel after the contract commences.

XV. Village Training:

The Service Provider's inspectors and Plan Review staff will be expected to attend training on Village policies including, but not limited to software, procedures and Village Code requirements. Such training will be provided by or through the Village, at its cost.

XVI. Policy Compliance:

The Service Provider and its inspectors and Plan Review staff will be required to execute The Village's Guiding Principles, Policies and comply with certain Village policies regarding computer software and other user agreements.

XVII. Qualifications

1. Inspector qualifications:

The Service Provider shall provide qualified inspector(s) who are multi-disciplined as described below. This requirement will allow the Village to benefit from multi-disciplined inspectors who can perform Inspection services for both plumbing and building components in lieu of multiple inspectors inspecting a single project.

a. Plumbing inspections vary from underground, aboveground, roughs, finals, stack tests, gas tests, gas piping, pressure tests, boiler, lawn sprinkler, backflow inspections, residential, commercial, temperatures, and other duties as performed by a State of Illinois Licensed Plumbing Inspector or assigned by the Village.

Minimum plumbing inspector qualifications are:

i. Must hold a valid Illinois Plumbing License and be authorized to inspect plumbing, as defined by 225 ILCS 3201.
ii. Must hold a cross-connection control device inspection license as issued by the Illinois EPA to inspect cross-connection control devices.

b. The building, electrical and mechanical Inspections include but are not limited to: residential, commercial, industrial and are to include various construction site property maintenance, mechanical, structural, accessibility, energy, low voltage, commercial and residential electric overhead and underground services, above ceiling, roughs, final inspections, and other duties as performed by Certified International Code Council Inspector or assigned by the Village.

Minimum inspector qualifications and/or certifications are:

i. (B1) ICC Residential Building Inspector
ii. (M1) ICC Residential Mechanical Inspector
iii. (B2)ICC Commercial Building Inspector
iv. (E2)ICC Commercial Electrical Inspector or equiv. license from Chicago/NFPA Certificate
5) (E1)ICC Residential Electrical Inspector or equiv. license from Chicago/NFPA Certificate
6) (M2)ICC Commercial Mechanical Inspector
7) ICC Certified Building Official (CBO)
8) 2-3 years of construction trade experience

2. Plan Review qualifications:

The Plan Reviews and responses shall be performed and/or supervised by **Master Code Professionals**, the highest code professional certification level available through the International Code Council.

Minimum Plan Reviewer qualifications and/or certifications are:

1) (B3) ICC Building Plans Examiner
2) (R3) ICC Residential Plans Examiner
3) (B2)ICC Commercial Building Inspector
4) (E3)ICC Electrical Plans Examiner
5) (E1)ICC Accessibility Inspector/Plans Examiner
6) (M3)ICC Mechanical Plans Examiner
7) ICC Certified Building Official (CBO)
8) 3-5 years of construction trade experience

3. Service Provider qualifications:

The Service Provider must be qualified to provide the services required by this RFP. The Village shall determine such qualification, based upon the following:

a. Service Provider's experience with projects of similar size and scope;
b. Ability of the Service Provider to provide the services;
c. Qualifications of the individuals assigned to the team to provide the services;
d. The Village reserves the rights to verify inspector qualifications and company references;
e. The scope of the work proposed by Service Provider; and
f. Service Providers qualifications.

XVIII. Licenses

Each Service Provider submitting a proposal shall possess all necessary federal, state, and local licenses as are required by law, and shall, upon request, furnish satisfactory proof to the Village that the licenses are in effect during the entire period of the contract, or equivalent agreement, for each individual assigned to work under said contract, or equivalent agreement.

XIX. Project Schedule/Term of Contract

The Village intends to review all proposals and select a Service Provider in the fourth quarter of 2020. The tentative schedule for the request for proposal selection and approval of a preferred firm or firms ("Service Providers"):

Proposals due:	Monday, September 21, 2020 by 4:00pm
Contract approval by:	December 31, 2020

Proposals submitted shall be valid through the term outlined in the contract, or equivalent agreement. A contract for services shall be executed between the Village and Service Provider with contract services anticipated to become effective on January 1, 2021. All Service Provider staff assigned to provide the required services shall have obtained their designated certificates and qualifications at least seven (7) days prior to first reporting for work at the Village.

The initial contract term shall be from the date of award, January 1, 2021 through December 31, 2023. The Village shall have the right to renew the contract on an annual basis for three (3) optional one-year terms (January 1 to December 31) as set forth below. The Service Provider shall begin performing the services within fourteen (14) days of a Notice to proceed from the Village's Director of the Development Customer Services Department, or said designee.

XX. Proposal Requirements

All proposals must be received at the e-mail set forth herein no later than Monday, September 21, 2020, by 4pm.

Late proposals will not be accepted. Proposals shall be e-mailed. Service Providers are to submit the proposals in accordance Request for Proposals Instructions and Specifications in Section 1.

The following information must be addressed in the proposal:

1. Brief description of the firm;
2. An executive summary detailing your firms understanding of the project and the firm's interest in the project;
3. Requirements specified in the Scope of Work (item V);
4. Workload (item IV) and Qualifications (item VI);
5. Necessary Licenses (item VII);
6. Detailed cost proposal broken down;
7. References – names and phone numbers of references from at least four similar projects;
8. A certificate of insurance shall be provided as required in the instructions; and
9. A statement of credit/ability to perform shall be provided, based on financial resources.

Proposals must include, at a minimum, properly completed and executed all documents as required by the RFP. Proposals must be signed by an authorized official of the Service Provider, along with the name of the official and his/her title typed below the signature.

The submission of the Proposal grants permission to the Village to make inquiries concerning the Service Provider, its principals, officers, and directors to any persons or firms the Village deems appropriate.

XXI. Evaluation of Proposals

The contract will be awarded to the Service Provider who submits a proposal which is in

the best interests of the Village. The bidder's qualifications described in Section XVII will be used to evaluate the proposals.

XXII. Fee

At a minimum, the cost proposal must be broken down, as provided in the Bid Sheets. Please be very explicit in listing and describing any services or items not included in the proposal fee amounts. The proposed fees in the Bid Sheets shall be for the first year period of the contract.

XXIII. Instructions to Bidders

Service Provider shall comply with the Request for Proposals Instructions and Specifications in Section 1. Service Provider is expected to fully inform itself as to the conditions, requirements, and Specifications before submitting bids. Failure to do so will be at the Service Provider's own risk. Submitting a proposal is an assumption that the Service Provider is familiar with all conditions and intends to comply with them unless otherwise noted.

XXIV. Inquiries/Questions

All inquiries/questions must be submitted via email to Development@oak-park.us no later than Monday, September 14, 2020 at 4pm. Responses to submitted questions will be provided on our web page as well as on DemandStar.com. Service Providers who intend to submit a proposal are encouraged to review posted information prior to submitting their final proposal.

XXV. Formation of Contract

Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the Service Provider and the Village fail to execute a contract, the Village will choose from the remaining proposals or issue another Request for Proposals. Award of a contract shall not be final until a written contract has been approved by the Village of Oak Park Board of Trustees (Village Board) and entered into between the Parties.

The Village reserves the right, at its sole discretion, to cancel or modify this RFP in part or in its entirety. The Village will not reimburse Service Provider for any costs incurred in preparation or submission of the proposal. All costs of preparing proposals, including site visits and preliminary analyses, are made at the sole cost of the Service Provider, and will not be reimbursed in anyway. Proposed fees should not include or consider the costs incurred in preparation of the proposal.

Proposals shall become the property of the Village, upon receipt.

SECTION III

SUBMITTAL REQUIREMENTS

At a minimum, the following submittal requirements shall be included in the response to the RFP:

a. **Cover Letter.** Cover letter signed by an authorized representative of the Service Provider committing the Service Provider to provide the services as described in the RFP in accordance with the terms and conditions of this RFP and any contract awarded pursuant to the RFP process. The cover letter must include the following items below.

    1. The number of years the Service Provider has been in business.
    2. An overview of the experience and background of the Service Provider.
    3. The legal name of the entity, its principal place of business, its legal form (corporation, partnership, limited liability company, etc.), the name of all principals and/or owners and/or partners, and authority to do business in Illinois.
    4. The name and telephone number of the principal contact.
    5. A commitment to comply with all OSHA and other federal, state, and city safety standards.

b. **Narrative** demonstrating the exact type and nature of the Service Provider's proposed services and how they accomplish the objectives of the work as well as the ability to rapidly respond to the needs of the Village. The Village will also evaluate the completeness and reasonableness of the firm's proposed plan for accomplishing the inspections and plan reviews set forth above. The narrative should describe the role of and introduce each key individual in the Service Provider's organization that will actively be involved in the performance of the services requested herein, providing a curriculum vita for each individual.

c. **Professional Licenses**. Service Provider shall provide evidence and copies of any and all required licenses from the State of Illinois. All documents shall be kept current and valid. At Service Provider's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the required work.

SECTION IV

PROPOSAL FORM (Pricing)

The undersigned Service Provider agrees to all terms and conditions of the preceding specifications in the attached Personal Services Agreement and will furnish all the insurance documents and security deposits as stipulated. Please provide unit prices listed below for 2021.

Plan Review Pricing:

In the Resource Costs table, for each Plan Review resource, please enter the resource title, name of resource, the estimated number of hours required to conduct the Plan Reviews, the resources that will be assigned and the fully-loaded hourly cost the Village will be charged for this resource.

Plan Reviews

Type	Approximate Number of Annual Plan Reviews
Small Permits	
Commercial Permit	
Residential Permit	
Remodel Permit	

Resource Costs

Resource Title	Name of Resource	Estimated Hours	Hourly Rate[1]	Annual Cost
Ex: Architect	*Jane Doe*	*500*	*$ 50.00*	*$ 25,000*
				$ -
				$ -
				$ -
				$ -
				$ -
Resource Cost Total				**$**

Consulting per hour $_____

[1] Hourly Rates should reflect fully-loaded rates.

Plumbing Inspection Pricing:

For each inspection resource, please enter the resource title, name of resource, the resources that will be assigned, the estimated hours required to perform inspections, and the fully-loaded hourly rate charged for this resource.

Inspections

Type	Approximate Number of Annual Inspections
Plumbing	

Resource Costs

Resource Title	Name of Resource	Estimated Hours	Hourly Rate [1]	Annual Cost (Inspection completed in the field)
Ex: Plumbing Inspector	*Jane Doe*	*500*	*$ 50.00*	*$ 25,000*
		10	50	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Proposed Cost				**$**
		Other Cost Total		

Consulting per hour $_____

[1] Hourly Rates should reflect fully-loaded rates.

Building & Electrical Inspection Pricing:

For each inspection resource, please enter the resource title, name of resource, the resource that will be assigned, the estimated hours required to perform inspections, and the fully-loaded hourly rate charged for this resource.

Inspections

Type	Approximate Number of Annual Inspections
Building & Electrical Inspections	

Resource Costs

Resource Title	Name of Resource	Estimated Hours	Hourly Rate[1]	Annual Cost (Inspection completed in the field)
Ex: Building Inspector	*Jane Doe*	*500*	*$ 50.00*	*$ 25,000*
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Proposed Cost				**$**

Consulting per hour $_____

[1] Hourly Rates should reflect fully-loaded rates.

SIGNATURE PAGE

Proposal Signature: _____

State of_____) County of_____)

_____,
(Type Name of Individual Signing)

_____being first duly sworn on oath deposes and says that the Service Provider on the above proposal is organized as indicated below and that all statements herein made on behalf of such Service Provider 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 Agreement Specifications and has checked the same in detail before submitting this Proposal; that the statements contained herein are true and correct.

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

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

Dated:_____/ ____/2020 _____
Organization Name
(Seal - If Corporation)

By:

_____ _____
Authorized Signature Address

_____
Telephone and E-Mail

Subscribed and sworn to before me this_____ of_____, 2020.

_____ In the State of _____. My Commission
Notary Public

Expires on_____/____/_____

SECTION V
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 contractor's proposal 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 agreements 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 contractor'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 of select contractors as part of the final selection process. Teleconferencing via GoToMeeting is an acceptable option.

SECTION VI

SERVICE PROVIDER CERTIFICATION

_____, as part of its proposal on agreement for 2021 through 2023 Plan Review and Inspections for the Village of Oak Park, hereby certifies that said Service Provider selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code.

_____

(Authorized Agent of Service Provider selected)

Subscribed and sworn to before me this_____day of_____, 2020.

_____

Notary Public's Signature - Notary Public Seal -

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VII

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is_____of
(partner, officer, owner, etc.)

_____.
(Service Provider selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

_____
By:
Its:

_____
(name of Service Provider if the Service Provider is an individual)
(name of partner if the Service Provider is a partnership)
(name of officer if the Service Provider is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this_____day of_____, 2020.

_____
Notary Public's Signature - Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

The Village in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of Service Providers and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village will result in disqualification of your proposal.

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VIII

ORGANIZATION OF FIRM

Please fill out the applicable section:

A. **Corporation:** The Service Provider is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President_____

Secretary_____

Treasurer_____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. **Sole Proprietor**. The Service Provider is a Sole Proprietor. If the Service Provider does business under an Assumed Name, the assumed name is _____, which is registered with the Cook County Clerk. The Service Provider is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, and et. seq.

C. **Partnership.** The Service Provider is a Partnership which operates under the name of

_____ . The following are the names, addresses and signatures of all partners.

_____ _____

_____ _____

Signature Signature

(Attach additional sheets if necessary.) If so, check here_____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, and et. seq.

D. **Affiliates.** The name and address of any affiliated entity of the business, including a description of the affiliation: _____

_____ .

_____

Signature of Owner

SECTION IX
COMPLIANCE AFFIDAVIT

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

1. I am the (title)_____of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and has verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates[1] 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 relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."

Subscribed to and sworn before me this_____day of_____, 2020.

_____

Notary Public - Notary Public Seal -

[1] Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing 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 agreeing business entity.

SECTION X

M/W/DBE STATUS AND EEO REPORT

1. Contractor Name:_____

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Development Customer Services Department at Development@oak-park.us.

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-Service Providers working on this agreement. Forms will be furnished to the lowest responsible Service Provider with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name_____

Total Employees_____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the_____

(Name of Person Making Affidavit) (Title or Officer)

of _____and that the above EEO Report information is true and accurate and is submitted with the intent that it

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

_____ _____

(Signature) (Date)

SECTION XI

NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

RFP Name: Village of Oak Park Proposal RFP 20-103 DCS – Inspections and Plan Review Services.

Comments:

Signed: _____

Phone: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION XII

AGREEMENT

[THIS SPACE LEFT INTENTIONALLY BLANK]

Oak Park

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, a _____ (hereinafter referred to as the "Contractor").

R E C I T A L

WHEREAS, the Village intends to have professional inspection services performed by the Contractor pursuant to the Contractor's Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as "Contractor's Proposal"), the Village's Request for Proposals dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as the "RFP"), and this Agreement.

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 Project consists of professional inspection services, as more completely described in the Contractor's proposal (hereinafter referred to as the "Services") and the Village's RFP. After written authorization by the Village, the Contractor shall provide the Services for the Project. The Village shall approve the use of 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's Director of Development Customer Services or the Director'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 17 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 $_____. 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 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.

3.7. Price escalation will be allowed for an applicable renewal. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The 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 adjustment shall not be greater than three percent (3%) of the previous year's cost for services provided under this agreement in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement and/or not renew the agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Contractor's completion of its services pursuant to Section 3.6 above.

4.2. 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 affected 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.

4.3. 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 and its officers, officials, agents, employees and volunteers to the extent arising out of 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 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, 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 and its 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) **Professional Liability:**

i. Per Claim/Aggregate $2,000,000.00

ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(C) **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.

(D) **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

(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$5,000,000.00

(F) 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 and Professional Liability. 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, its officers, 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 and its officers, officials, agents, employees and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

7. <u>SUCCESSORS AND ASSIGNS</u>.

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 off 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 comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

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, date 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. 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 given 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. The Agreement and 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.

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 se*q. 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:	If to the Contractor:
Village Manager	_____
Village of Oak Park	_____
123 Madison Street	_____
Oak Park, Illinois 60302	_____
Email: villagemanager@oak-park.us	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 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 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 she 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.

[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	**CONTRACTOR**
_____	_____
By: Cara Pavlicek	By:
Its: Village Manager	Its:
Date: _____, 2020	Date: _____, 2020
ATTEST	**ATTEST**
_____	_____
By: Vicki Scaman	By:
Its: Village Clerk	Its:
Date: _____, 2020	Date: _____, 2020