
SECTION I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Large Water Meter Testing Program
Project #21-115
Issuance Date: February 10, 2021

The Village of Oak Park will be accepting Proposals from qualified Consultants for a Large Water Meter Testing Program as is further described within this document.

Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 9:00 a.m. local time on Thursday, February 25, 2021.

Specifications and Proposal forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5700. Information is also available from James Eggen, jeggen@oak-park.us the Water and Sewer Division Superintendent or on the Village's website <http://www.oak-park.us/your-government/finance-department>.

Do not detach any portion of this document. Upon formal award to the successful Consultant, a written agreement will be executed for the Project in substantially the form attached.

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

The Proposal shall be submitted on the Proposal form included herewith. The Proposal shall be submitted in a sealed envelope marked:

"Large Meter Testing Program - 2021"
"Project 21-115"

shall bear the return address of the Proposer, and shall be addressed as follows:

TO: James Eggen, P.E., Project Manager
Village of Oak Park
Public Works Department
201 South Blvd.
Oak Park, IL 60302

LEGAL NOTICE

The Village of Oak Park will receive sealed bids from qualified contractors at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 9:00 a.m. on Thursday, February 25, 2021 for the following:

**Village of Oak Park
Large Water Meter Testing Program - 2021
Bid Number: 21-115**

Bid documents may be obtained from the Village's website at <http://www.oak-park.us/bid>. For questions, please call Public Works at (708) 358-5700 during the above hours.

SECTION II

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

All Proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed Proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Award of Agreement

The Agreement will be awarded in whole or in parts, to the responsible Proposer or Proposers whose Proposal, conforming to the Request for Proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Consultants should exclude these taxes from their prices.

Withdrawal of Proposals

Any Consultant may withdraw its Proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals, by signing a request therefore. No Consultant may withdraw or cancel its Proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of Proposals. The successful Consultant may not withdraw or cancel its Proposal after having been notified that the Proposal was accepted by the Village Board of Trustees.

Investigation of Consultants

The Village will make such investigations as are necessary to determine the ability of the Consultant to fulfill Proposal requirements. If requested, the Consultant should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Proposals. In addition, the Consultant shall furnish the Village with any information the Village may

request, and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any Consultant.

Rejection of Consultant

The Village will reject any Proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Proposal from a Consultant that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Consultants are advised to become familiar with all conditions, instructions and specifications governing the work. Consultants shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Proposal.

Compliance with Applicable Laws

The Proposer will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Consultant's Proposal. In no case shall such consent relieve the Consultant from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Consultant with a question about this Proposal may request an interpretation thereof from the Village. If the Village changes the Proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Consultants. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Consultant's responsibility to obtain all addenda issued. Consultants will provide written acknowledgment of receipt of each addendum issued with the Proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Consultants and sub-Consultants to take affirmative action in providing for 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.

Licenses

The Consultant shall be responsible for becoming a licensed Consultant in the Village.

Agreement

The selected Proposer shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Consultant and returned within ten (10) calendar days after the Agreement has been mailed to the Consultant. The Consultant shall execute three copies of the Agreement. One fully executed copy will be returned to the Consultant. See Section XIII for a sample copy of the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

SECTION III **DETAILED SPECIFICATIONS**

The Village of Oak Park, Illinois, is seeking a qualified professional services firm to test large distribution water meters. The purpose of the project is to confirm the accuracy of

The immediate goals of this program will be to show the effectiveness of a Large Water Meter Testing Program and develop a long-term water loss reduction and revenue enhancement plan. The Large Meter Testing Program shall be designed to enable the Village to lower water distribution system apparent loss due to inaccurate meters. It is the intention of the Village to test all large meters and displacement meters for high volume accounts.

OVERVIEW OF PROJECT

The project scope will include but is not limited to the following:

- The Village of Oak Park will notify customers by mail of the Village's intention to have the water meter tested and that the "successful bidder" will be performing this service.
- The contractor shall be responsible for all coordination with the water customer.
- The Village will provide mailing list to the contractor. Contractor will be required to make contact with the customer, evaluate tools and equipment required to perform the test. Testing would be scheduled to allow notification time for building occupants.
- At scheduled time, isolate meter to perform the flow test. Test meter in accordance with AWWA Manual M6, at multiple flow rates.
- Any meter failing the flow test shall be cleaned, repaired and retested. Meters which are subject to plugging due to debris in the main shall be flushed and retested. Oak Park Public Works will provide
- Detailed Inspection Reports shall be provided for any meters requiring replacement or repairs outside the scope of this agreement. Report shall include a piping diagram with dimensions.
- Final Report shall be bound and include summary results of the individual tests with approximated water volumes recovered due to testing program.

PROJECT APPROACH and PROJECT MANAGEMENT

The Proposer will outline with their proposal the project management approach and relate to the objectives of the Village of Oak Park's project. The Project Manager's responsibilities will be clearly spelled out. The responsibilities of the two person field team consisting of a Field Project Leader and a Field Technician, and task assignments will be clearly spelled out. The Village of Oak Park will know who has the authority to speak on behalf of the Proposer for progress reports and any changes to the project that may affect the outcome and completion of the project.

Property Damage

The Proposer shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Proposer shall be held responsible for all damage to property including,

but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Proposer to repair to its original condition and to the satisfaction of the Village. Discharge hose to manage and dispose of test water shall be clean and free from leaks.

Idling of Equipment

The Department of Public Works has a “No Idling” policy. A copy of the policy is available from the Department of Public Works if needed. The Proposer is expected to adhere to this policy as they are an extension of the Public Works Department staff.

Periodic Inspection

The Consultant must provide notice of the location of crews working within the village. The Water and Sewer Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Supervisor or Superintendent can be contacted at 708-358-5700.

FIRM EXPERIENCE

The Proposer shall provide a company overview covering all the services provided. This should include the primary line of business, how long the company has been in business and how long the company has been providing meter testing services with regard to this proposal. The Proposer will submit at least five (5) projects for each task where the Proposer has completed similar work in size and scope within the last three years. This submittal will include the following:

- A brief description of the work completed.
- Contracted amount.
- Time required to complete the project.
- Findings of the project.
- Projected annualized cost saving to the Utility authorizing the project.
- Contact names, phone numbers, addresses, and e-mail addresses of the Utility authorizing the project.

FIRM REGISTRATION

The successful Service Provider must be a registered corporation in the State of Illinois and pay all applicable taxes.

SUBLETTING OF CONTRACT

The Large Water Meter Testing Program contract awarded by the Village of Oak Park shall not be assigned or any part subcontracted unless the sub-Consultants are identified in the proposal. The proposal shall include sub-Consultant firm and personnel qualifications. The sub-Consultant's insurance certificate must also name the Village of Oak Park as an additional insured party.

EXPERIENCE OF KEY PERSONNEL

The Village of Oak Park, Illinois is seeking a professional services firm that can provide the Village with the services listed below in an efficient and professional manner. As a condition of this request the firm must provide experienced, courteous, professional, trained and qualified personnel. The project team shall be composed of the following personnel:

- A Project Manager with a minimum of five (5) years of managing Large Water Meter Testing Programs.
- Fully trained Field Technicians, each with a minimum of one (1) year of meter testing experience.

At a minimum, project personnel shall be trained (certified where applicable) in large meter comparative evaluation and testing, traffic control – technician & flagging (MUTCD Standards), confined space entry, CPR and First Aid. The Project Manager should have a minimum of an OSHA 30 Hour Card in General Industry (OSHA Standard 1910). The Field Staff should have at least an OSHA 10 Hour Card.

PREVALING WAGE ACT

This Contract is not subject to the Prevailing Wage Act.

PREQUALIFICATION

This Contract is not subject to prequalification requirements.

SAFETY

The Village of Oak Park is committed to the safety of its personnel and the general public. The proposing firm will comply with all the Village of Oak Park safety requirements and those of the Village, County, State and Federal Government. The firm will also provide their safety record (last three years) and a project safety plan. As a part of Village of Oak Park's Safety and Risk Management plans; Two Man Project Teams are required and will work together during the course of the project. The two persons shall not be separated and working in different locations. They will assist each other as a matter of safety and quality control. The use of one man project team is not acceptable and will not be allowed to perform work on the water system especially where water mains run under roadways and main line valves are located within the street.

Obstruction of Streets and Rights-of-Way

The Proposer shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The Proposer shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Proposer is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

Accident Prevention

The Proposer shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Street Superintendent or authorized representative shall be immediately discontinued by the Proposer upon their receipt of instructions from the Street Superintendent, or authorized representative, to discontinue such practice.

The Proposer shall submit a Proposal following all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Reporting

The Proposer is responsible for keeping the Village updated on its work on a regular basis. The Village requires that the Proposer provide a proposed and actual work schedule if and when requested. Field Reports must be turned into the Water and Sewer Superintendent's office or emailed on a weekly basis. Any locations which are considered 'untestable' must be reported immediately for Village staff to assist in a solution or a remedy for testing the device. The final report will be submitted bound include the test results and recommendations for work to be completed in the village

Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Water and Sewer Superintendent while performing work under the provisions of this contract.

Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Water and Sewer Supervisor or Superintendent.

Traffic Control Plan

Proposer's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during work operations.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein.

Locations and Quantities of Work

The quantities are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion listed areas.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Consultant may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Consultant may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control.

The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Consultant is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Consultant shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000.00 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Consultant fails to carry out the work in a manner acceptable to the Village. If the Village deems the Consultant's work unacceptable, at the Village's election, the Consultant shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Consultant correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Consultant from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Proposer's Representative

The Proposer shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Proposer, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the Proposer shall be binding on the Proposer as though given to him personally. Proposer's representative must be proficient in the use and interpretation of the English language.

Time of Work

Proposer shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works. It is acknowledged that some portions of this project will need to be performed outside of normal working hours. Notice

shall be provided to Village representatives as situations occur. There would be no additional compensation allowed for testing performed outside normal working hours.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

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 of Oak Park will result in disqualification of your Proposal.

EVALUATION OF PROPOSAL

The Village of Oak Park will evaluate each submission. The point values are as follows:

- Project Approach and Project Management;
- Firm Experience;
- Experience of Key Personnel;
- Evaluation of the Firm's ability to provide the required services; and,
- Overall Pricing

The Village of Oak Park reserves the right to reject any or all proposals received. The successful firm must demonstrate that it possesses the skills, judgment, experience, equipment, availability of appropriate manpower, and track record of providing excellent service. The Village of Oak Park shall appoint an internal review committee to select an appropriate Professional Services Firm to perform this project. The Village of Oak Park reserves the right to interview and negotiate with any and all respondents.

PROPOSAL SUBMISSION INSTRUCTIONS

Notice of intent to submit a Proposal shall be provided to James Eggen, Water & Sewer Project Manager at jeggen@oak-park.us. In the event of addenda being issued, only firms providing said notice will be notified. Addenda will also be posted on the Village website. It is the Bidder's responsibility to ensure all addenda are included in the submitted proposal.

Four (4) copies of sealed proposals shall be sent via mail or hand-delivery to Village of Oak Park Public Works Department at the following address, no later than **9:00 A.M. on Thursday, February 25, 2021**. Late proposals will not be accepted.

Oak Park Public Works Department
Attn: James Eggen, P.E.
201 South Boulevard
Oak Park, IL 60302

Mark outside of envelope as follows:

- RFP #21-115 – Large Meter Testing Program - 2021
- Firm name
- Date / time of proposal deadline
- **Confirm receipt of all contract Addenda**

SCOPE OF WORK

The following is a project scope of professional services:

Task 1 - Project Plan

After an initial meeting with the Village, the Consultant shall review all available data and perform an initial top-down analysis of the Village's metering approach. The Village uses a drive-by radio read system to collect meter data and bills on a quarterly basis. Oak Park will be transitioning to a fixed-base radio system which will replacement of meter registers. Older meters which are considered obsolete would be scheduled for replacement in the near future. Evaluation and recommendation for future replacement would be a part of the overall scope of this project.

Task 2 - Large Water Meter Testing – Commercial / Industrial

Test large water meters in accordance with AWWA standards. The Village uses water meters by Neptune Technology Group. These meters are located in commercial, industrial, institutional, and multi-family residential facilities. Meters may be located indoors or in outdoor pits. The Consultant shall perform all scheduling and communication with the Village's water customers. This will include scheduling during

nighttime, weekend, and production slowdowns / shutdowns to minimize the impact on customers. All costs are incidental to this item. No additional compensation is allowed for after-hours work.

The Village has provided a schedule of anticipated meter quantities for testing; however, this may be altered upon recommendation in the initial Project Plan and periodically based on additional information obtained during the course of the project.

When a meter cannot be repaired and is recommended for replacement, the Consultant shall provide information to assist the Village in contracting out the work to a licensed plumbing Consultant (separate contract). Include the following:

- Photo of the overall meter pit / assembly / room.
- Close-up photos of each meter and register.
- Dimensioned sketch sufficient to estimate cost and plan for replacement. Include lay lengths for meter / valves / pipe sections, pit dimensions, hatch dimensions, etc.
- Note the condition and locations of all shutoff valves.
- Note the condition and locations of bypass lines.
- Note any pertinent information regarding scheduling shutdowns for meter replacement, including recommendations to minimize impact on the customer's business operations.
- GIS data (see deliverables section).
- GPS location (sub-meter). The coordinate system shall be Illinois State Plane EAST Zone (foot).

This will be covered by the "PRE-REPLACEMENT INSPECTION" item in the proposal. In addition, this item could be utilized to conduct an inventory of older large meters.

Task 3 - Displacement Meter Testing

It is the intention of the Village of Oak Park to test major water customers with 1-1/2" or 2" displacement meters. In place testing may not be possible for these accounts. For meters to be 'pulled' for testing, a replacement meter will be provided to allow customer to be returned to service while testing is performed. Testing of meters after being pulled may be done at a remote location. Testing results will be subject to the same reporting requirements.

Task 4 - Meter Testing Parts Allowance

The Village of Oak Park has limited parts available for use to rebuild meters as necessary. In the event the Village does not have necessary parts available, the consultant may use parts from their own stock, to be replaced at cost under this item.

The Village standard for meters is Neptune.

Task 5 - Deliverables

The following deliverables are required for the project:

- Project Plan
- Meter replacement sketches.
- Meter test reports.
- Meter testing geodatabase / shapefiles in ESRI ArcGIS format with sub-meter GPS locations. Include the following fields:
 - Meter description
 - Meter size
 - Enclosure type
 - Test status: Complete / Not-tested
 - Test Result: Pass, Failed / Repaired / Retested / Passed, Failed – Recommend Replacement.
- Final Project Report

All deliverables are incidental to other contract items for payment.

Task 6 - Project Administration

Attend project meetings at 201 South Boulevard, Oak Park, Illinois as required to facilitate project communication. This is anticipated to include a kickoff meeting, 2 quarterly planning / coordination meetings, and a project closeout meeting.

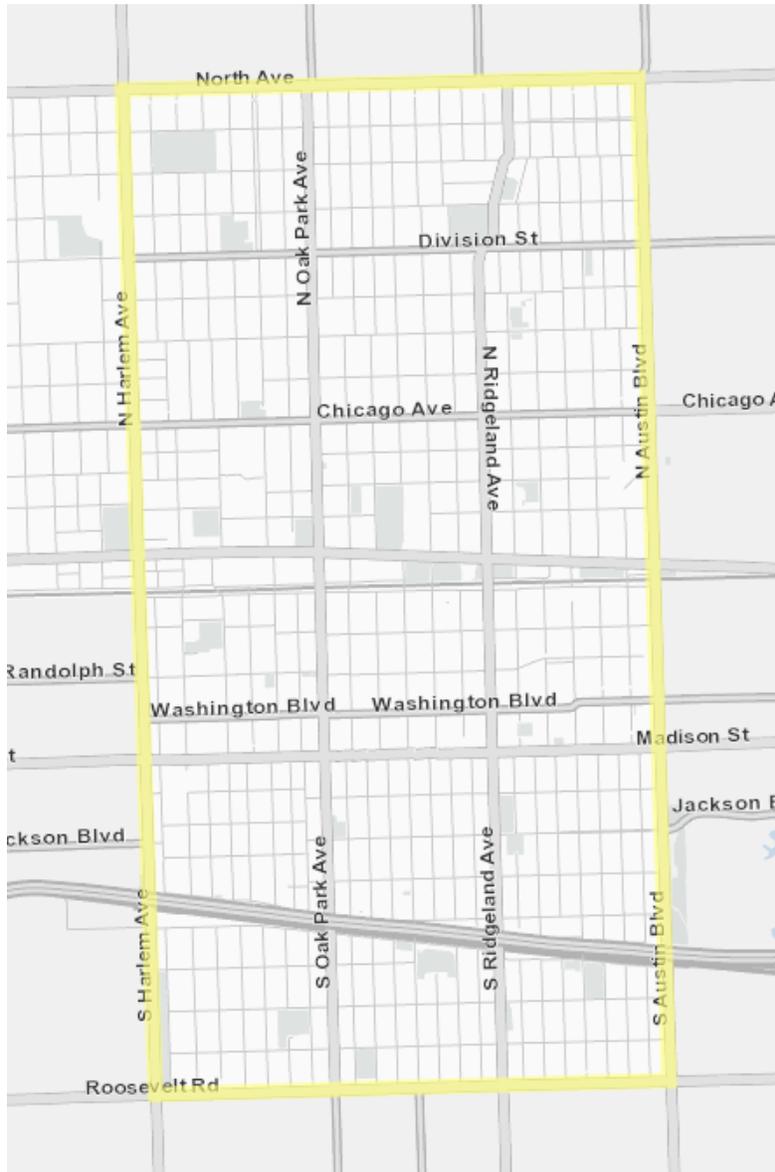
Project Administration will be incidental to other contract items.

MAPS AND DATA PROVIDED BY VILLAGE

The Village shall generally provide access to electronic and paper maps and data sources:

- ArcGIS Online internet mapping application, which allows on-screen distance measurements.
- Exported copy of the Village's water GIS database in shapefile or other ESRI-compatible format.
- Electronic version of the Village-wide map in PDF format.
- PDF versions or paper copies of detailed engineering drawings only as needed and available.
- Report showing every water meter in the Village with address, Location ID, meter size, and annual consumption for each of the past 3 years.
- Water purchase reports.

For all scheduled work, the Consultant shall be responsible for printing out maps if hard copies are desired. The Village will assist in printing out maps if needed for emergency situations only.



**WATER SYSTEM BOUNDARY
OAK PARK, IL**

WORK PROVIDED BY VILLAGE

The Village will provide input to the Consultant for development of the Project Plan and long-term recommendations. The Consultant shall operate all service valves or isolation valves needed for meter testing and evaluation; however, the Village shall operate or supervise the operation of main line valves as necessary.

SECTION IV
PROPOSAL FORM (Pricing)

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE WORK AS SPECIFIED HEREIN AS INSTRUCTED BY THE PUBLIC WORKS DEPARTMENT, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

VILLAGE OF OAK PARK					
LARGE WATER METER TESTING PROGRAM - 2021					
SCHEDULE OF PRICES					
METER TESTING & REPAIR					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
1	1 1/2" TO 2" DISPLACEMENT METER PRETEST-SINK TEST	3	EACH		
2	1 1/2" TO 2" DISPLACEMENT METER PRETEST- TEST IN PLACE	2	EACH		
3	1 1/2" TO 2" DISPLACEMENT METER PRETEST- METER PULLED	7	EACH		
4	1 1/2" TO 3" TURBINE OR COMPOUND METER PRETEST-IN PLACE	30	EACH		
5	1 1/2" TO 3" TURBINE OR COMPOUND METER REPAIR & POST TEST-IN PLACE	10	EACH		
6	1 1/2" TO 3" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	10	EACH		
7	1 1/2 TO 3" TURBINE METER - REPAIR AND POST-TEST-MEASURING ELEMENT PULLED	10	EACH		
8	4" TO 6" TURBINE OR COMPOUND METER PRETEST- IN PLACE	15	EACH		
9	4" TO 6" TURBINE OR COMPOUND METER REPAIR AND POST-RETEST-IN PLACE	6	EACH		
10	4" TO 6" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	5	EACH		
11	4" TO 6" TURBINE METER, REPAIR AND POST-TEST- MEASURING ELEMENT PULLED	2	EACH		
12	PRE-REPLACEMENT INSPECTION	15	EACH		
13	MISC. PARTS ALLOWANCE				\$ 2,000.00
14	2-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR		
15	3-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR		
TOTAL:					

PROPOSAL FORM (cont.)

SUBMITTED BY:

Firm Name

Authorized Representative

Signature

Title

Date

E-mail

MUNICIPAL QUALIFICATION REFERENCE SHEET

Proposers shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

SECTION V
PROPOSER CERTIFICATION

_____, as part of its Proposal on an agreement for Water Loss Control Program for the Village of Oak Park, hereby certifies that said Proposer 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 relating to Proposing Requirement.

(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public's Signature

- Notary Public Seal -

SECTION VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:
that he/she is _____ of
(partner, officer, owner, etc.)

(Proposer 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 Proposer if the Proposer is an individual)
(name of partner if the Proposer is a partnership)
(name of officer if the Proposer 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 _____, 2021.

Notary Public's Signature

- Notary Public Seal -

SECTION VII
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

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

C. Partnership:

The Consultant is a Partnership which operates under the name _____

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, 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 have 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 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 Proposal rigging and Proposal 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."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing 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 Proposing 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 agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. 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. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2021.

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

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 Department of Public Works at 708-358-5700.

1. Consultant Name: _____

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-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant 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: _____

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 Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

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

Consultant 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 Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal 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 _____, 2021.

(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.

Proposal Name: Project No. 21-115; Large Water Meter Testing Program - 2021

Comments:

Signed: _____

Phone: _____

**SECTION XIII
AGREEMENT
(For Reference – Do Not Fill Out)
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, _____, 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 “Consultant”).

RECITALS

WHEREAS, the Village intends to have professional services performed by Consultant related to _____, including but not limited to _____, other related services, pursuant to Consultant’s Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals dated _____, incorporated herein by reference as though fully set forth (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.

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

2. SERVICES OF CONSULTANT AND TERM OF AGREEMENT.

2.1. Consultant shall provide the services set forth in Consultant's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

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

2.3. In case of a conflict between provisions of Consultant's Proposal and the Village's RFP and/or this Agreement, this Agreement and the Village's RFP 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 for purposes of this Agreement, 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. Consultant 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 Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, Consultant 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 Consultant and with the effect of binding Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by Consultant. Consultant 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.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate Consultant for the Services as set forth pursuant to the Consultant's Proposal in an amount not to exceed \$_____. Consultant shall be paid 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 Consultant. 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 regarding the general scope of this Agreement in the Services to be performed by Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant 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 Consultant shall be furnished without the written authorization of the Village.

3.3. Consultant 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; and (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 Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultants Services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including 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 Consultant of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Consultant 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 Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Consultant under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning on the date of agreement execution through 11:59 p.m. on December 31, 2021.

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 effected unless the terminating party gives the other party: (1) not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination.

4.3. If this Agreement is terminated by either party, Consultant 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 Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of Consultant or its subconsultants or their respective employees.

6. INSURANCE.

6.1. Consultant shall at Consultant'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. Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed 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 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 Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, 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	\$ 2,000,000.00
-----------------	-----------------

Personal Injury	\$ 2,000,000.00
-----------------	-----------------

iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

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

ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the

Workers' Compensation Act, Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall 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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(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(F) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. The Consultant 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, officials, employees, agents, and volunteers.

6.3. The Village and Consultant 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 Services.

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

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and Consultant 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 Consultant 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 Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant 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 Consultant.

10. STANDARD OF CARE.

10.1. Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all 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. Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one (1) year of completion of Consultant's Services.

10.3. Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by Consultant 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 Consultant.

10.4. Consultant 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. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, 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 Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Agreement.

10.6. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant 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 Services and payment to Consultant 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. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Consultant 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 Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. Consultant and any subconsultants 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 this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Consultant 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 section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Consultant 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 Services 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. Consultant shall have the right to include among Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to Consultant in the Village's development, promotional and other materials which include Consultant's Work Products.

11.4. Consultant 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 Consultant. Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Consultant 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 Consultant's actual or alleged violation of the FOIA, or the Consultant'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 Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby

denying that request, Consultant 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. Consultant 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 Consultant'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.

12. 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 Consultant from providing services to any other public or private entity or person. In the event that Consultant 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 Consultant, and the Village may select another Consultant 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 payment for Services provided pursuant to this Agreement that Consultant 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 Consultant'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 business days after Consultant'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 Consultant, 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 Consultant 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;

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 payment from Consultant, whether or not previously approved, or may recover from Consultant any and all costs, 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 Consultant's Event of Default.

14.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

15. NO COLLUSION.

15.1. Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 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. Consultant 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 Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then Consultant 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 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, email or facsimile 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 Consultant:

Village Manager

Village of Oak Park

123 Madison Street

Oak Park, Illinois 60302

Fax: (708) 383-5101

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 email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m.

to 5:00 p.m. Chicago time). In the event email or facsimile 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 Consultant 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 and 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.

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 date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

23. BINDING AUTHORITY.

23.1. The individuals executing this Agreement on behalf of the Consultant 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.

23. AUTHORIZATIONS.

23.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant 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 Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

[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

CONSULTANT

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, ____

Date: _____, ____

ATTEST

ATTEST

By: Teresa Powell
Its: Village Clerk

By:
Its:

Date: _____, ____

Date: _____, ____