



OFFICE OF THE VILLAGE MANAGER

Kevin J. Jackson

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OUR VALUES: COMMUNITY - CONNECTION - SERVICE - RESPECT - RESULTS

File #: RES 25-220

Agenda Date: 6/10/2025

Title

A Resolution Approving a Professional Services Agreement with Sterns, Conrad and Schmidt, Consulting Engineers, Inc. for the Development of a Waste Characterization Study in an Amount not to exceed \$83,560 and Authorizing its Execution

Introduction

The Environmental Services Division issued an RFP on January 29, 2025 for a Waste Characterization Study which will identify the composition of residential waste streams in Oak Park and provide staff with recommended viable strategies for meeting the waste diversion and reduction needs, goals, and priorities of the Village. The proposal from SCS Engineers was determined to be the most appropriate bid for the project based on the firm's extensive experience and pioneering methodology.

Recommended Action

Adopt the Resolution.

Prior Board Action

The Board has taken the following prior action(s):

- The Village Board approved funding for the program as part of the Fiscal Year 2025 Budget on December 3, 2024 (ORD 24-189).

Background

On August 1, 2022, the Village Board adopted Climate Ready Oak Park, a comprehensive and long-range plan developed in response to the global climate crisis. This action plan includes WG01. Conduct a Waste Characterization Study as a primary step towards expanding the Village's waste goals and database. Obtaining this specific solid waste data will result in more accurate Greenhouse Gas Inventories and better inform environmental programs, policy, and planning.

The Environmental Services Division issued an RFP on January 29, 2025 for a Waste Characterization Study, which will identify the composition of residential waste streams in Oak Park and provide staff with recommended viable strategies for meeting the waste diversion and reduction needs, goals, and priorities of the Village. The proposal from SCS Engineers was determined to be the most appropriate bid for the project based on the firm's extensive experience and pioneering methodology.

This study aligns with the 2024-2025 Village Board Goal - Sustainability & Resiliency, Priority 1: Implement Climate Action Plan.

Timing Considerations

Adoption at this time will allow for the project to advance on a suitable timeline.

Budget Impact

There are sufficient unencumbered funds available in the Environmental Services Enterprise Fund - General Contractuals account (5055.43760.101.530660) to cover this proposed expense of \$83,560.

Staffing Impact

There is no staffing impact associated with this item. The item aligns with the department's core service delivery.

DEI Impact

This proposed agreement includes a stakeholder engagement task, which could uncover potential DEI themes, barriers, and opportunities for improving refuse services for vulnerable populations.

Community Input

The Environmental Services Manager has ongoing engagement with the Environment and Energy Commission on community waste reduction initiatives, and they are supportive of the Village conducting a Waste Characterization Study.

Staff Recommendation

Adopt the Resolution.

Advantages:

- This proposed agreement will result in improved solid waste management systems across the community.
- This proposed agreement will generate more accurate solid waste data and Greenhouse Gas Inventories, better informing the Village's environmental policy decision-making and planning.

Disadvantages:

- There are no disadvantages associated with this recommendation.

Alternatives

Alternative 1:

The Board can table the item for additional information or discussion.

Advantages:

- This proposed agreement will result in improved solid waste management systems across the community.
- This proposed agreement will generate more accurate solid waste data and Greenhouse Gas Inventories, better informing the Village's environmental policy decision-making and planning.

Disadvantages:

- There are no disadvantages to this alternative.

Alternative 2:

The Board can vote down the item.

Advantages:

- There are no advantages to this alternative.

Disadvantages:

- There will be less knowledge and understanding of the Village's residential solid waste streams.
- The Village's solid waste management practices, programs, and policies will not be evaluated or improved.

Anticipated Future Actions

Staff will return to the Board at a future meeting to presenting the findings and recommendation of the study.

Prepared By: Rob Sproule, Public Works Director

Reviewed By: Jack Malec, Assistant to the Village Manager

Approved By: Kevin J. Jackson, Village Manager

Attachment(s):

1. Resolution
2. Professional Support Agreement
3. Agreement Support Documents

ORIGINAL

RESOLUTION

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
STERNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. FOR
THE DEVELOPMENT OF A WASTE CHARACTERIZATION STUDY
IN AN AMOUNT NOT TO EXCEED \$83,560 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Professional Services Agreement ("Agreement") with Sterns, Conrad and Schmidt Consulting Engineers, Inc. for the development of a Waste Characterization Study in an amount not to exceed \$83,560 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 10th day of June, 2025, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Enyia	✓			
Trustee Leving Jacobsen	✓			
Trustee Straw	✓			
Trustee Taglia				✓
Trustee Wesley	✓			

APPROVED this 10th day of June, 2025



Vicki Scaman, Village President

ATTEST



Christina M. Waters, Village Clerk

ORIGINAL



SECTION XI

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 10th day of June, 2025, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Stearns, Conrad and Schmidt Consulting Engineers (SCS Engineers), an Illinois corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Village intends to have services performed by the Contractor pursuant to the Village's Request for Proposals dated January 29, 2025 (hereinafter referred to as "RFP"), attached hereto and incorporated herein by reference, and the Contractor's Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor has represented to the Village that it has the necessary expertise to provide the services set forth in the RFP; and

WHEREAS, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.

2.1. The Contractor shall provide the services set forth in the Contractor's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. 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 Village's RFP 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. Contractor shall be responsible for

any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of Contractor's Proposal and the Village's RFP and/or this Agreement other than description of the Services, if proposal outlines scope items that are different than the RPF, and the Village accepts, the proposal terms should control.

2.4. Village Authorized Representative. The Village Manager or the Village 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. 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 19 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 Betsy Powers 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 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 Contractor. 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 19 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 as set forth pursuant to the Contractor's Proposal in an amount not to exceed \$83,560. The Contractor 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 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 regarding 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 the 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; 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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor 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 the Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice and provide a reasonable opportunity to cure..

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, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on June 11, 2025 through 11:59 p.m. on June 11, 2026.

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 is effective unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 19 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. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village and 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 Contractor'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 the Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

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 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 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, 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 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. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.
- (C) **Workers' Compensation:**
 - i. Workers' compensation 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, 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 the Workers' Compensation Act, 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. 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
- (E) **Umbrella:**
 - i. Limits:
 - Each Occurrence/Aggregate \$5,000,000.00
- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein

except workers' compensation and professional liability/malpractice. 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, officials, employees, agents, 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 Services.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. The Contractor 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. The Contractor 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 the Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one (1) year of completion of 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 the Contractor's, or its subcontractors', 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 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 Services 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. Contractor shall have the right to retain copies of the Documents for its files. 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 the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this 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 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. 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 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. The Contractor shall have the right to include among 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 Contractor in the Village's development, promotional and other materials which include Contractor's Work Products.

11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge

any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor shall not disclose any and all proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided law that is received by the Contractor in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

12.2. The Contractor shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

12.3. Upon termination of this Agreement, the Contractor shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Contractor by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. SAVINGS CLAUSE.

13.1. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

14.1. 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.

14.2. This Agreement shall not prohibit the Contractor from providing 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 contractor to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement 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 business days after the 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:

15.1.1. 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 the Contractor and the Services into compliance with this Agreement;

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

15.1.3. 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;

15.1.4. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from Contractor 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

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

16. NO COLLUSION.

16.1. The Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the 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.

17. ENTIRE AGREEMENT.

17.1. 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.

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

19.1. 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 email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

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

If to the Contractor:

Betsy Powers
SCS Engineers
2830 Dairy Drive
Madison, WI 53718
Email: bpowers@scsengineers.com

19.2. 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.

19.3. Notice by email transmission shall be effective as of date and time of 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 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.

20. BINDING AUTHORITY.

20.1. 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.

21. HEADINGS AND TITLES.

21.1. 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.

22. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

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

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

23. EFFECTIVE DATE.

23.1. 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.

24. AUTHORIZATIONS.

24.1. 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 and Village Clerk warrant that they have 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.

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. 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.

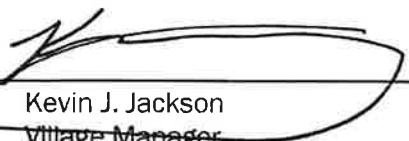
25.2. In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts 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.

25.3. 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


By: Kevin J. Jackson
Its: Village Manager

Date: June 10, 2025

ATTEST


By: Christina M. Waters
Its: Village Clerk

Date: June 11, 2025

SCS Engineers



By:
Its:

Date: July 3, 2025

ATTEST


By:
Its:

Date: July 3, 2025

**REVIEWED AND APPROVED
AS TO FORM**

JUN 10 2025


ROBERTA J. JACKSON
LAW DEPARTMENT



WASTE CHARACTERIZATION STUDY



Proposal Number: 25-113

Attention: **Erica Helms**,
Environmental Services Manager
ehelms@oak-park.us

SCS ENGINEERS

40 Shuman Boulevard, Suite 216
Naperville, IL 60563
331.806.4300

**FEB
24
2025**



February 24, 2025

Erica Helms
Environmental Services Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302



Re: Proposal Number: 25-113

SCS ENGINEERS

Dear Ms. Helms:

Subject: Waste Characterization Study

SCS Engineers (SCS) appreciates the opportunity to provide our proposal to the Village of Oak Park (Village) to conduct a waste characterization study (Study). This Study will provide important insights into the types and quantities of waste generated by residents, which will serve as a foundational step in integrating waste reduction and diversion strategies into Village's capital planning, operations, and maintenance decisions.

The information will also enhance the accuracy of the Greenhouse Gas Inventories that the Village uses in defining its climate action efforts.

As a home-rule municipal corporation, the Village has the flexibility to implement progressive waste management policies that align with its ambitious sustainability goals. The Village has a longstanding history of waste reduction and diversion efforts, initially established in the Oak Park River Forest Sustainability Plan (2011) and further advanced through the Climate Ready Oak Park (CROP) Action Plan (2022). These forward-thinking initiatives have led to notable achievements, including high recycling rates, the successful implementation of the CompostABLE Program, and over a decade of publicly available residential waste program data. The Village's proactive approach to climate action and waste diversion continues to solidify its reputation as an environmental leader.

WHY is SCS Engineers uniquely qualified to conduct this Study?

1

SCS Engineers pioneered the **first national waste composition study methodology** for the U.S. Environmental Protection Agency (U.S. EPA) in 1973.

2

Our methodology later served as the basis and remains the national benchmark for the ASTM Standard D5231-92 (2024) "Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste."

3

More than 50 years of experience performing waste and recycling characterization analyses across the US, mobilizing professionals and sorting crews to over 90 sites.

4

In the past 10 years, we have safely conducted **more than 52 material characterization studies** for jurisdictions **across the US**, mobilizing professionals and sorting crews to **over 90 sites**.

Our Project Team consists of professionals with extensive expertise in waste management, including Illinois-based leaders who bring a deep understanding of regional challenges and opportunities. Richard Southorn, PE, PG, serves as Treasurer of the Land of Lincoln Chapter of the Solid Waste Association of North America (SWANA), while Spencer LaBelle, CPESC, CESSWI, is a Board Member of the Illinois Food Scrap and Compost Coalition (IFSCC). This local expertise will be further complemented by SCS's national experts that specialize in waste characterization studies.

At SCS Engineers, we are dedicated to advancing sustainable waste management solutions that benefit both communities and the environment. Our objective is to provide the Village with clear, data-driven insights that will enhance its waste reduction initiatives and strengthen its legacy as a leader in environmental sustainability. We appreciate the Village's leadership in environmental stewardship and thank you for the opportunity to be considered for this work.

Sincerely,



Richard Southorn
Project Director
RSouthorn@scsengineers.com
331.806.4291
SCS ENGINEERS



Spencer LaBelle
Senior Project Professional
SLaBelle@scsengineers.com
331.806.4292
SCS ENGINEERS

TABLE OF CONTENTS

Section Description	Page
1 Project Understanding	1
2 Our Alignment in Values and Missions	2
3 Your Project Team	5
4 Our Experience	8
Characterization Studies	8
Community Engagement, Education & Outreach	10
Environmental Evaluations with GHG Analyses	11
5 Project Approach	12
Scope of Services	12
SCS & Village Meetings	12
Task 1 Waste Management Assessment	13
Task 2 Residential Waste Audit	14
Task 3 Stakeholder Engagement	18
Task 4 Opportunity Assessment Report and Presentation	20
6 Project Schedule and Budget	21

Attachments

- Attachment 1 – Pricing Proposal Form
- Attachment 2 – Organization of Firm Form
- Attachment 3 – Compliance Affidavit
- Attachment 4 – M/W/DBE Status & EEO Report
- Attachment 5 – References Form & Project Profiles
- Attachment 6 – Professional Services Agreement



1 Project Understanding

The Village is requesting professional services to conduct a Study that will assess current waste generation, diversion efforts, and potential areas for improvement. The Study will include an analysis of residential waste management practices, an audit of waste streams, stakeholder engagement, and a final opportunity assessment report.

This Study will provide the Village with waste stream data and actionable insights to support decision-making in waste reduction, waste diversion, and environmental policy. The information will also enhance the accuracy of the Greenhouse Gas Inventories that the Village

uses in defining its climate action efforts. By identifying key areas for improvement, this Study will ensure the Village continues its leadership in sustainability and waste diversion efforts.

The Study will be structured around four key tasks:

Task 1: Waste Management Assessment

Task 2: Residential Waste Audit

Task 3: Stakeholder Engagement

Task 4: Opportunity Assessment Report and Presentation

We will provide the Village with accurate information that is summarized and presented in an easily accessible manner to the residents of the Village.

We understand that the Village is requesting that the work be performed following its standard Professional Services Agreement. We have reviewed this document and provided requested red-line edits in **Attachment 6**.

2 Our Alignment In Values And Mission

The Village is a vibrant community within our Chicagoland area, defined by its rich diversity of cultures, backgrounds, and perspectives. As a leader in effective policy, sustainability, and equity, the Village embodies values that closely align with our mission and vision at SCS Engineers.

Transparent and Consistent Communication

Clear and open communication is fundamental for collaboration, accountability, and successful project execution. We prioritize on-going dialogue with our clients to achieve alignment through consistent meetings, real-time feedback, and adaptive project management. This approach fosters a shared understanding, allowing us to refine our process while keeping the project on schedule.

Client Success is Our Cornerstone

Client success is our primary motivation. Through our Client Success initiative (CSI), we have cultivated a company-wide commitment to delivering results that meet – and exceed – expectations. To achieve this, we made substantial investments to train and equip our employees to master a client-centered approach that emphasizes active listening, adaptability, and providing predictable outcomes.

Quality and Integrity

Quality is the foundation of successful project execution. We have developed our Quality Management System (QMS) to align with U.S. Environmental Protection Agency (U.S. EPA) Requirements for Quality Management Plans,

EPA QA/R 2, EPA/240/B-01/002, reissued May 2006. Our QMS provides the framework to plan, implement, and assess the effectiveness of quality assurance and quality control operations within SCS. The QMS addresses all aspects of work performed by SCS and is fundamental to our vision and goals. With this system in place, our clients can trust that our services are provided by qualified individuals and will undergo a formal review process to evaluate accuracy, consistency, and completeness.

Our Commitment to Diversity

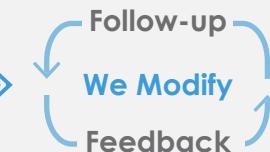
We believe that the best solutions arise when diverse perspectives come together. SCS is dedicated to creating project teams that fit our client's needs and promote diversity in thought, experience, and background.

FEEDBACK DURING THE PROJECT

Are we meeting your expectations of our:

- Communications
- Technical Competence
- Responsiveness
- Project Management
- Reliability
- Thoroughness
- Quality of Work Product
- Value vs. Cost

We Ask → You Respond



→ We Improve

You Receive Predictable Outcomes



1970
established

1,300+
employees

73+
offices nationwide

100%
employee owned

Currently, approximately 55% of our employee-owners and 45% of our executive leadership team are women, people from underrepresented groups, or peoples with disabilities. We are committed to fostering an inclusive environment where diverse voices are heard, which ultimately leads to more innovative and well-rounded solutions for our clients.

National Strength, Local Investment

As one of the largest solid waste engineering firms in the U.S., SCS now has a staff of over 1,300 engineers, scientists, economists, and construction specialists. With 73 offices nationwide, we bring both the expertise of a national firm and the deep-rooted connections of a local partner.

Our Naperville office team actively participates in leadership roles of local organizations. Our Naperville team has strong ties to the Village; we have staff that were born and raised in the Village, who have raised families in the Village, and others that have enjoyed visiting the farmers' market and local businesses. This connection strengthens our dedication to supporting the Village's initiatives and sustainable development.

Investing in the Village's Future

Our partnership on this project extends beyond technical expertise – it reflects our shared investment in the Village's future. We admire and support the Climate Ready Oak Park action plan and are eager to contribute the Village's sustainability goals.



National Overview

Characterization Studies

In the past

3
years

- 3 statewide Material Characterization Studies
- 30 sites - mobilized professionals and crews to conduct the studies.
- 110 tons of waste sorted

In the past

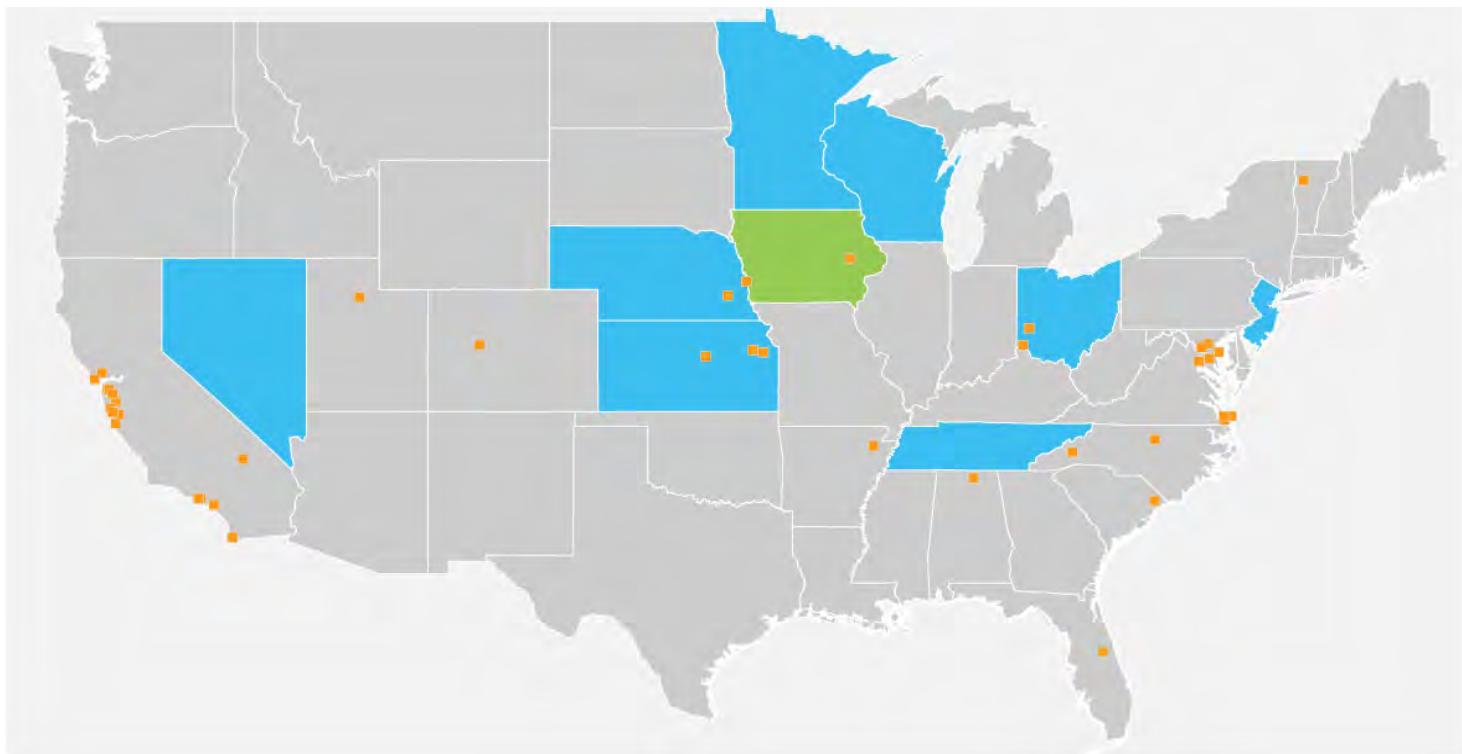
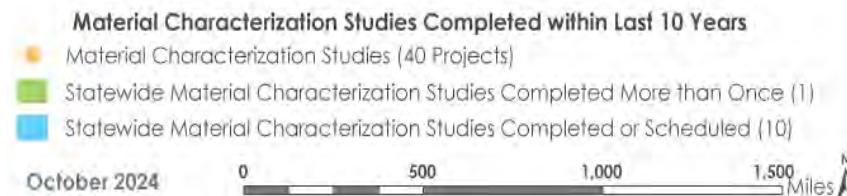
5
years

- 25 Material Characterization Studies
- 50 sites - across the US, mobilized professionals and crews to

SCS

30
years
experience

- 30 years of performing Material Characterization Studies
- Extensive experience designing and implementing studies
- Ranging from 1-to-2-day sorts to extensive multi-week, multi-season, and multi-facility studies



3 Your Project Team



RICHARD SOUTHORN, PE, PG | PROJECT DIRECTOR

As a Project Director at SCS, Richard Southorn oversees solid waste and environmental services projects from the Naperville, Illinois office. His experience includes the planning, design, and permitting of waste management and diversion infrastructure, including new and expanded landfills, transfer stations, a compost facility, a household hazardous waste facility, and multiple industrial landfills.

Richard serves as the Treasurer for the Land of Lincoln (Illinois) Chapter of the Solid Waste Association of North America (SWANA).

Richard has participated in or directed numerous design and permitting projects, compliance audits, storm water modeling, geotechnical stability evaluations, site investigations, corrective action plans, remedial systems designs, health and safety assessments, and construction projects.

Richard will serve as the Project Director for this effort. As Project Director, Richard will monitor project progress, provide technical guidance and review, and assist in successful project execution.



SPENCER LABELLE, CPESC, CESSWI | PROJECT MANAGER

Spencer LaBelle brings a decade of civil and environmental engineering experience to the project team and works out of our Naperville, Illinois office. His experience includes planning, design, and permitting of waste management infrastructure, environmental compliance, storm water management system design, and compost facility oversight experience. Spencer has experience with waste characterization studies and will provide local support and expertise. Spencer also serves on the Board of Directors for the Illinois Food Scrap and Composting Coalition.

Spencer will serve as the Project Manager and will oversee project progress, lead technical project deliverables with support from the team, and coordinate directly with the Village for this project.

Education
BS – Environmental and Ecological Engineering, Purdue University, 2015

Minor in Natural Resource and Environmental Sustainability, Purdue University, 2015

Years of Experience
10

Project Team



HANNAH SPERFLAGE | PROJECT PROFESSIONAL

Education

BS Global Resource Systems and Environmental Studies, Minor in Biology, Iowa State University

Years of Experience

2

Hannah Sperflage is a Staff Professional who assists and performs project work focused on Sustainable Materials Management (SMM). Hannah has assisted clients across the Midwest in evaluating their current solid waste management programs and services. She has two years of experience that includes performing and overseeing waste and recycling characterization studies, analyzing solid waste facilities, providing training materials, completing permit renewals, and performing comprehensive planning activities.

Hannah has served as the Field Manager for Waste Characterization Assessments for the following projects:

- Salina Waste & Recycling Characterization Study in 2022
- Iowa Statewide Waste Characterization Study in 2022
- City of Lincoln Waste, Recycling, C&D Characterization Study in 2022
- Huntsville SWDA Waste Characterization Study in 2023
- Alameda County Waste Characterization Study in 2023
- Goodwill of the Heartland Material Characterization Study in 2023
- Kansas Statewide Waste Characterization Study in 2024 (KDHE) ONGOING
- Nebraska Statewide Waste Characterization Study in 2025 ONGOING

Hannah will serve as one of the Field Managers for the Waste Characterization Assessment. She will be responsible for coordinating, supervising, and performing field activities. Hannah will also help perform data analysis and report writing for this project as well as supporting the stakeholder engagement sessions.

Project Team



JEFF PHILLIPS | TECHNICAL ADVISOR

Jeff Phillips is a Project Manager and Sustainable Materials Management (SMM) leader out of our West Des Moines, Iowa office. Jeff manages and performs project work primarily related to Sustainable Materials Management (SMM) such as program, services, and facility assessments, public outreach and conducting listening sessions, waste and recyclable material characterization studies, strategic planning, community engagement and outreach, and training. Jeff has managed and performed several physical and visual waste sorts in Iowa, Kansas, Missouri, and Nebraska.

Jeff has more than 23 years of experience in the Midwest overseeing solid waste management projects for municipalities, solid waste agencies, and both private and public entities.

Jeff will serve as the lead Technical Advisor for this project. Jeff brings his experience in executing successful waste characterization studies and leading collaborative, effective engagement sessions with large and small groups to pull together various backgrounds, experiences, and knowledge bases of waste management systems.

Education
BA Geography and Environmental Studies, University of Iowa – Iowa City

Years of Experience
23



BETSY POWERS | TECHNICAL ADVISOR

Betsy Powers is a Vice President and leads our SMM team in the Upper Midwest region. She has more than 27 years of experience in civil/environmental consulting, including serving as project manager for the 2020-2021 Wisconsin Statewide Waste Characterization Study. Betsy's experience in SMM has included sustainability campus visioning; material recovery facility design; compost facility design and permitting; landfill design, permitting, construction and compliance; site development; regulatory compliance; and erosion control and storm water management.

Education
BS Civil and Environmental Engineering, University of Wisconsin-Madison, 1993

Years of Experience
27

Betsy will serve as a Technical Advisor throughout the duration of the project, providing experience-based advice on project execution, data collection, and analysis.

4 Our Experience

Characterization Studies

Managing the collection, recycling, processing, and disposal of solid waste is a complex and often costly challenge for organizations, businesses, and municipalities. A clear understanding of the types and quantities of materials in the waste stream – and how these streams evolve over time – is essential for developing effective waste reduction and diversion strategies. For the Village, this insight provides the foundation for enhancing waste management programs and advancing sustainability goals.

The SCS sustainable materials management (SMM) team brings decades of specialized expertise in waste characterization studies and audits. These efforts provide



actionable insights that help shape recycling programs, improve waste reduction strategies, and inform policy development. Our approach combines:

Detailed Data Collection

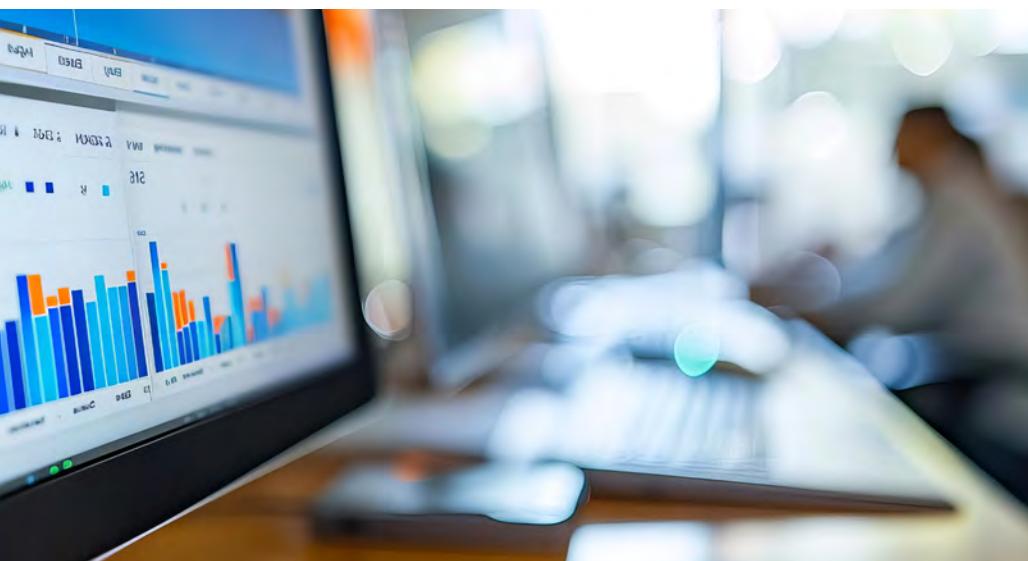
We integrate purchasing and production estimates, disposal and diversion trends, and facility operations data to establish a full picture of the waste stream.

Physical Waste Sampling and Sorting

By conducting hands-on material analyses, we gain reliable data that supports program development and resource optimization.

With over 50 years of experience, SCS has conducted waste and materials characterization studies across a wide range of industries and geographic regions. Since the 1980s, we have led waste audits, and our expertise in waste management and recycling needs assessments dates back to the 1970s. Our extensive work throughout the Midwest includes recent projects that provide valuable insight into regional waste trends and best practices.

The accuracy and reliability of data are critical to any waste characterization study. Our process is designed to achieve the highest level of data quality by utilizing:



Trained Sorting Teams

Our trained professionals are skilled in properly identifying and categorizing materials efficiently and consistently.

Proven Safety Protocols

We implement strict safety measures and operational procedures to provide a safe and effective waste sorting process.

Strong Subcontractor Partnerships

We collaborate with trusted subcontractors to enhance efficiency and precision during waste audits.

A recent project reference that highlights our capabilities to complete this project for the Village is our study for the Wisconsin Department of Natural Resources. This effort involved:

Coordinating waste sampling and sorting

over 10 weeks at 15 different solid waste management facilities across Wisconsin.

Manually sorting approximately 400 municipal solid waste samples from both residential and industrial/commercial/institutional (ICI) sources.

Using ASTM D 5231-92 (Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste) for accuracy and consistency in approach.

The final deliverable for this project was a comprehensive final report that included details on the study design and field methods. It presented the waste composition results, a comparison to previous studies, and recommendations for improving waste diversion in the state. A project reference is provided in **Attachment 5**.

Effective waste reduction and diversion strategies begin with a deep understanding of the composition of the waste stream, as it provides the foundation for informed decision-making.



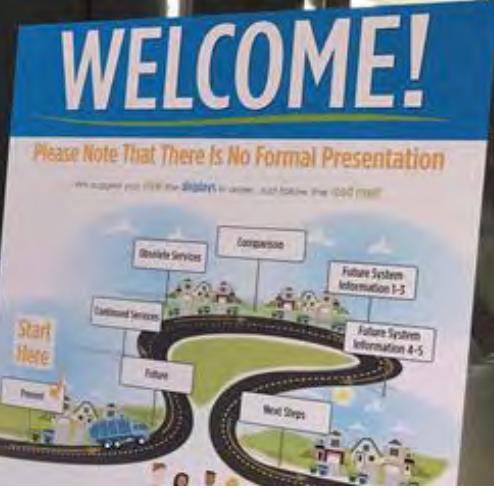
COMMUNITY ENGAGEMENT, EDUCATION, & OUTREACH

The SCS team brings significant experience in engaging communities on environmental issues, including waste management, diversion, and recycling. We collaborate with state agencies, municipalities, schools, and community groups to design and implement programs that resonate with diverse audiences.

Successful engagement requires understanding the needs of the target audience and providing accessible content. We specialize in coordinating listening sessions, collaborative learning, and outreach that simplifies complex environmental challenges into actionable solutions.

Our expertise will directly benefit the Village.

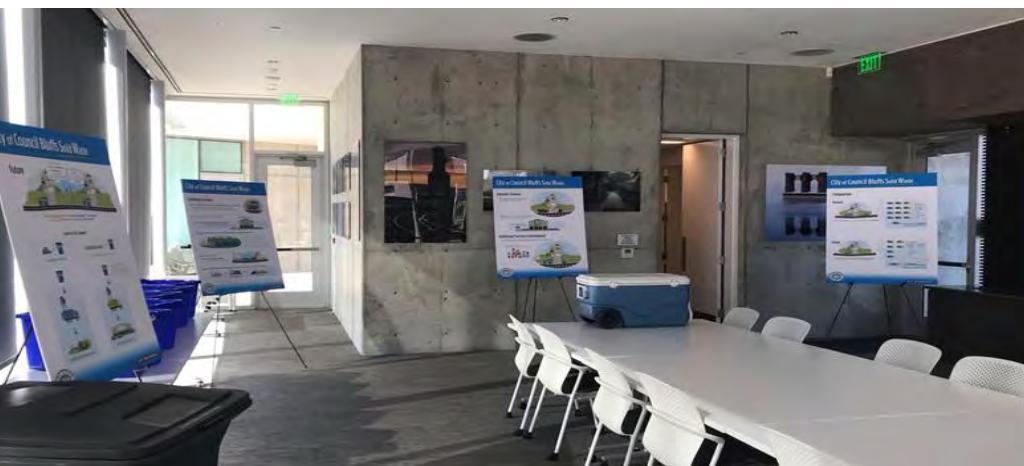
A key project that demonstrates our community engagement capabilities is the “SMM Vision for Iowa” initiative. The SCS team facilitated 30 subcommittee meetings and four stakeholder meetings, as well as monthly project update/strategic planning meetings. During the meetings, the SCS team led meetings, presented research results, and directed strategic planning discussions. The results of these efforts identified four priority material categories (organics and fibers, plastics, construction and demolition, and renewable energy equipment) and developed possible short-,



medium-, and long-term strategies for potential implementation.

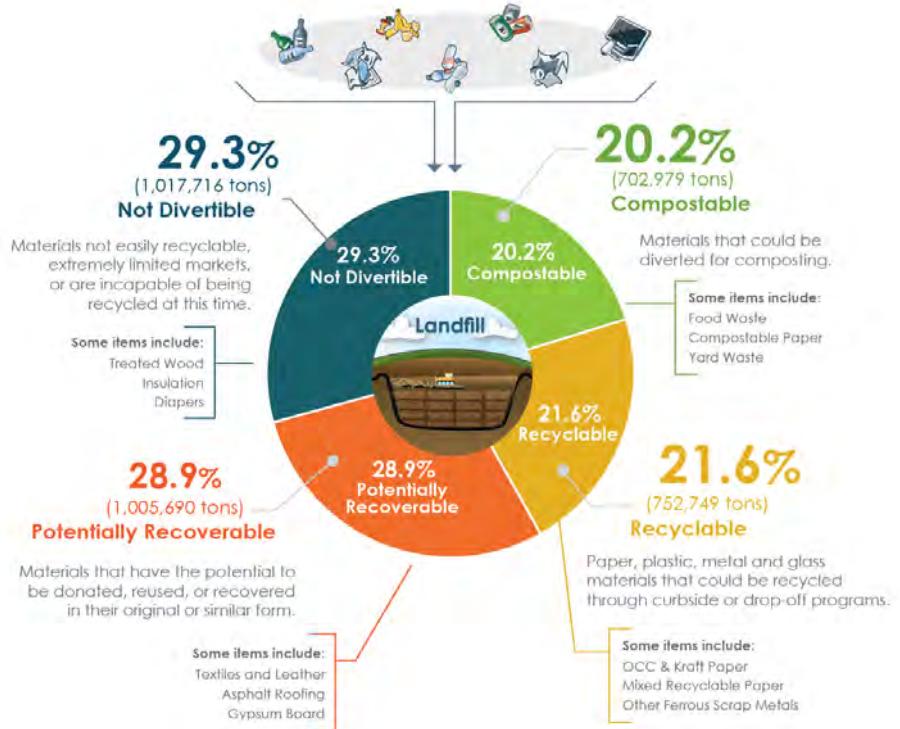
The SCS team worked with Iowa Department of Natural Resources to develop a final report that summarizing the research, stakeholder input, and strategic discussions. The report features visuals to enhance clarity and engagement. A project reference is provided in **Attachment 5**.

Actively listening to residents will identify their challenges with waste reduction, allowing the Village to create sustainable programs that foster equity, accessibility, and long-term success.



ENVIRONMENTAL EVALUATIONS WITH GHG ANALYSES

SCS has delivered greenhouse gas (GHG) emissions quantification services, offering solutions that range from facility-level analyses to comprehensive regional modeling. The data collected in the Study will help the Village refine the GHG Inventories calculated using the U.S. EPA's Waste Reduction Model (WARM). Our experience with coordinating waste characterization studies while also preparing GHG emissions inventories, refining WARM model results, and quantifying potential environmental impacts of diversion efforts will aid the Village with the end goal delivering on the Climate Ready Oak Park (CROP) Action Plan. We highlight this experience to demonstrate our ability to provide the wasteshed composition information to the Village in a way that allows a successful GHG Inventories refinement to occur effectively and efficiently.



In 2022, SCS conducted a statewide waste characterization study for the State of Iowa. This study categorized disposed materials into compostable, recyclable, potentially recoverable, and non-divertable categories. Using the U.S. EPA WARM tool, we identified that diverting recyclable and recoverable materials could have reduced over 2 million MTCO₂E annually. This analysis highlighted the substantial environmental benefits achievable through enhanced diversion efforts, providing the foundation for informed decision-making at the state level.

SCS also recently supported Arlington County, VA, in prioritizing waste management programs based on reduced landfilled waste, implementation costs, and GHG savings. Drawing from periodic waste characterization studies conducted by the County, SCS used WARM to model expanded recycling and reduced disposal for 15 potential programs. This analysis identified significant opportunities to divert materials from landfills, enabling the County to align its waste management strategies with both environmental and economic goals.

MSW and C&D

Tonnage Reduced
TONS
1,455,728 tons

Emissions Reduced
CO₂e
2,365,600

Jobs Created
Recycling
8,650
Reuse & Re-manufacturing
10,710

Commodity Revenue
\$96,535,000

5 Project Approach



Collecting high quality, reliable data is the key challenge of any waste characterization study. However, analyzing and presenting the data for public audiences is a pivotal step that requires a different skillset. SCS is equipped to provide the Village with both, as described in our scope of services.

SCOPE OF SERVICES

Our proposed scope of services is described in the following subsections. Our estimated cost associated with each task is provided on the Pricing Proposal Form located in **Attachment 1**.

SCS & Village Meetings

SCS will establish consistent check-in meetings with the Village Environmental Services Division to share project updates, maintain project schedules, and collaborate throughout the project duration. Our philosophy is that communication leads to project alignment and ultimately, success. We will coordinate virtual meetings at key milestones, for a total of 6 meetings. These meetings have been incorporated into our budget for each task of this project.

Task 1: Waste Management Assessment

We will bring our experience in waste reduction and diversion practices to the Village to review current and future programs. We believe our national experience combined with our local understanding of the waste management system will serve to provide recommendations that have worked for other communities and how it can work in the Chicagoland area waste management arena.

SCS will:

- Review available recycling, composting, and waste collection data for residential generators for the past 10 years, if available.
- Assess the effectiveness of current reduction and diversion systems focusing on residential generators for the past 10 years.
- Compare the Village's reduction and diversion strategies with similar municipalities.
- Assess alignment of proposed reduction and diversion strategies for residential generators with Climate Ready Oak Park's sustainability objectives.
- Providing recommendations for future opportunities for reduction and diversion based on the effectiveness of current systems.



Assumptions

- The Village will provide:
 - Recycling, composting, and waste collection data for residential generators for the past 10 years.
 - Available data on number of residential pick-ups throughout the Village
 - Available data and program descriptions on current reduction and diversion practices

Deliverables

- Draft Assessment of Existing Conditions and Plans letter
- Final Assessment of Existing Conditions and Plans letter

The final Assessment of Existing Conditions and Plans letter will be incorporated into a section of the final Opportunity Assessment Report and presentation.



Task 2:

Residential Waste Audit

The residential waste characterization will be completed in partnership with Career Choice Staffing (CCS), a trusted staffing agency based in Baltimore, MD. We have successfully completed multiple Waste Characterization Studies with CCS. A significant benefit of our working relationship is that SCS has trained CCS on sorting following ASTM D5261-92 methodology and we will be using experienced sorting teams. Our partnership with CCS will provide the Village with a consistent team with waste sort experience which will result in accurate, high-quality data for the Village.

In order to complete the residential waste characterization, SCS proposes the following key steps:

PLANNING MEETING

SCS will coordinate with the Village to:

- Establish a host facility
 - We recommend a local transfer station used to manage the Village's material
 - We are able to coordinate logistics with LRS to minimize impact to their operations and to advocate safety during the sorting activities
- Develop a Sampling Plan
 - Determine material type categories
 - The 2015 Illinois Waste Characterization Study Update can serve as a starting point
 - Add or refine categories based on SCS experience with recent waste sorts or other categories the Village would like to include
 - Identify representative sample to be analyzed
 - Assess routes that collect material from reflective demographics (e.g. single family, multi-family, etc.)
 - Confirm the number of samples collected per hauling zone
 - SCS recommends five (5) 200-300 lb samples per hauling zone

SCS PRE-SORTING ACTIVITIES

SCS will:

- Develop a Project-Specific Health and Safety Plan
- Coordinate day of delivery with the transfer station host
 - Specify a location within the facility where sorting can occur safely
 - Specify a time each day that the material will be delivered

SCS SORTING WEEK ACTIVITIES

SCS will conduct the residential waste sort starting on Monday with the Monday collection zone within the Village. We anticipate that sorting activities for each zone will take < 4-hours per day per sorting zone.

Consistent with ASTM D5231-92, each sample of waste will weigh between 200 to 300 pounds. Our sampling procedure consists of the following steps, aimed at targeting random and representative samples of waste:

- **Truck Selection** – The SCS Sampling Manager will use the individual facility sampling plan and work with host facility staff as needed to identify trucks delivering waste to the facility. We will obtain specific truck numbers and approximate delivery times to track samples and confirm the proper number of samples are obtained and sorted at each facility.
- **Driver Interview** – When a truck carrying waste for potential sampling arrives at the facility, the SCS Sampling Manager will briefly interview the driver (in a safe location) to confirm the generating sector where the waste in the truck originated. If there is doubt about the origin of the waste or if it is carrying waste that originated from outside of the Village, it will not be sampled. If the waste in the truck is deemed appropriate for sampling, the SCS Sampling Manager will direct the driver to offload the waste in a pre-arranged location.
- **Sample Screening** – Once the waste has been discharged from the collection vehicle, the SCS Sampling Manager will inspect the sample by walking around the pile. If the materials discharged are unusual or inconsistent with our expectations of what the sample should look like, the sample will be discarded and another sample will be obtained. It is the SCS Sampling Manager's sole discretion as to whether a sample is representative and should be obtained for sorting.
- **Data Recording** – Once a truckload of waste has been deemed appropriate for sampling, details of the sample, including hauling company, generating sector, day/time of delivery, weather conditions, truck type, and other information will be recorded on a sample record. A visual documentation of bulky items within the



pile will also be noted on the sample sheet. Photos of each side of the pile to be sampled will be captured for visual references. Each sample will have its own sample record for recording details and weights specific to that sample.

- **Sample Acquisition** – Once the sample has been inspected and selected for sorting, it will be visually divided into six equally sized segments. A random number generator table (1 through 6) will be used to select the location in the pile to sample. The SCS Sampling Manager will request a host facility heavy equipment operator to scoop up a sample of materials. Sample acquisition will be done in a way that does not alter the apparent composition of the material. The SCS Sampling Manager will coordinate with host facility staff to keep the sampling area clear of excess materials not part of the sample.
- **Sample Transport** – The heavy equipment operator will transport the sample to the sorting location and place it in large garbage containers for subsequent weighing. Excess sample material (i.e., waste leftover from collecting 200 – 300 pounds at the sorting location) will be transported back to the transfer station tipping floor by the heavy equipment operator.

SAMPLE SORTING

- **Step 1** – The SCS Sampling Manager will lead a project kick-off meeting prior to sorting activities to establish health and safety protocols, PPE use and additional PPE resources, establish sorting categories, and divide the team into different table groups.
- **Step 2** – A sample of waste is transferred from containers to a sort table and photographed; large or heavy items, such as wood panels or bulky waste, are placed directly into the appropriate container for subsequent weighing.
- **Step 3** – Plastic bags containing materials are opened and contents are manually sorted according to the agreed-upon list of materials; separated materials are placed in a unique container and this process continues until the sample has been completely sorted; the SCS Sorting Manager will oversee operations and provide continual quality control of the sorted waste categories.
- **Step 4** – Sorting of materials continues until the sample has been characterized down to small indistinguishable particle size of 2-inches or less; a photograph of these materials is taken, and materials are removed from the sort table and placed in a separate container for weighing as “fines.”
- **Step 5** – Containers with the sorted materials are individually weighed by the SCS Sorting Manager who also performs additional quality control measures to confirm the purity of each sorted material category and documents the number of containers per material category; tare weights of the empty containers and containers with the sorted materials are recorded on a sample data sheet which is unique for every sample; measurements are made to the nearest tenth of a pound. During this step, the volume consumed by the material in the container will be recorded. SCS will use consistent containers for the materials that have known volumes.
- **Step 6** – The materials are placed in a container for disposal; we anticipate the host facility will provide containers for the disposal of trash.

SCS WASTE CHARACTERIZATION REPORT

SCS will use the photographs and information collected during the residential waste sort to prepare a Waste Characterization Report, consisting of:

- Sorting protocols in alignment with ASTM D5231-92 (2024)
- Description of the material (with photographs)
- Sorting categories and examples of materials for each category
- Wasteshed composition:
 - Percent Composition: Convert the actual weights of each material for each sample (after subtracting container weight) to a percent composition based on the total weight of the sample.
 - Data will be organized by each hauling zone and as a total composition for the Village.
 - This information will be shown numerically with tables and graphically for use in future presentations.
 - Standard Deviation: Standard deviation for all materials in each composition profile will be calculated to measure how spread out the values in a group are from the average.
 - Confidence Intervals: Calculate 90 percent confidence intervals for all MSW materials for each hauling zone waste composition profile.
- Summary of results and next steps



SCS will prepare a draft report for review by the Village staff. Following the review, SCS will coordinate a meeting with the Village to review feedback, revisions, and modifications. SCS will incorporate the feedback and finalize the report.

The final Waste Characterization Report will be incorporated into a section of the final Opportunity Assessment Report and presentation.

Assumptions

- SCS will sort materials for 5 business days
- The Village will assist SCS with:
 - Seeking approval from the host transfer station to use for sorting activities
 - Provide feedback on the Waste Characterization Report within 15 business days of receipt

Deliverables

- Draft Waste Characterization Report
- Final Waste Characterization Report



Task 3: Stakeholder Engagement

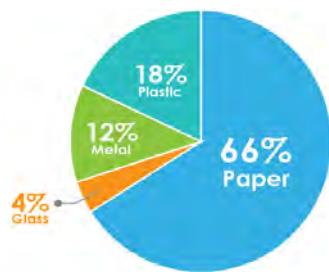
Effective stakeholder engagement is fundamental for the Village's waste reduction initiatives outlined in its CROP Action Plan. Engaging with stakeholder will help shape waste reduction and diversion strategies that are inclusive, address socioeconomic disparities, and align with the lived experiences of the Village residents.

In our experience, listening sessions are one of the best ways to gain candid feedback on what citizens value, how to improve existing programs, and identify opportunities to improve residential waste reduction and diversion. Many residents, particularly those in lower-income communities, encounter financial and logistical challenges when participating in waste diversion programs. For example, composting services may be expensive, and multi-family housing units often have inadequate access to recycling options. Additionally, some households may not have the information or resources needed to engage in sustainable waste practices. Community engagement will allow the Village to pinpoint these barriers, develop practical solutions, and improve accessibility and affordability in waste management services.

SCS will participate in two (2) listening sessions to gain stakeholder and feedback. Preliminary data and discussion questions will be presented to uncover themes, barriers, and opportunities to improve residential waste reduction and diversion.

SCS will:

- Meet with Village Staff to discuss the following:
 - Discuss the purpose and desired outcomes
 - Meeting location selection
 - Advertising approach to drive participation
 - Need for interpreter
 - Visuals, such as PowerPoints, posterboards, etc.





- Develop Communication Strategy with Village staff:
 - How information will be presented
 - Identify questions that should be asked to solicit feedback
 - Identify “emcee” of event to streamline the meetings
- Participate in two meetings

After each listening session, SCS will prepare a summary of the questions asked, feedback provided, and discussion points made throughout the conversation. A brief summary following the first listening session will allow SCS and the Village to meet and adjust or modify our questions and approach, if necessary. Following the second listening session, SCS will prepare a summary and formalize the feedback in a Summary of Stakeholder Engagement letter. This letter will be incorporated into a section of the final Opportunity Assessment Report and presentation.

Deliverables

- Participation in two meetings
- Draft Summary of Stakeholder Engagement letter
- Final Summary of Stakeholder Engagement letter

Task 4: Opportunity Assessment Report and Presentation

Using the deliverables prepared in previous Tasks, SCS will prepare a draft version of the Opportunity Assessment Report that will consist of the following key sections:

- Purpose and Alignment with the CROP initiative
- Assessment of Existing Systems and Proposed Plans
- Waste Characterization Report
- Summary of Stakeholder Engagement Sessions
- Recommended Strategies for Reduction and Diversion
- Next Steps for CROP initiative



SCS will prepare a draft report for review by the Village staff. Following the review, SCS will coordinate a meeting with the Village to review feedback, revisions, and modifications. SCS will incorporate the feedback and finalize the report.

Once the Opportunity Assessment Report is finalized, SCS will work with the Village staff to prepare a presentation that best suits the audience and delivery of key messages. SCS has prepared impactful presentations using a variety of tools such as Prezi, Microsoft PowerPoint, and ArcGIS StoryMaps to deliver information that is comprehensible and accessible for a variety of audiences.

SCS will work with the Village to determine the presentation format and prepare a draft version of the presentation for review. Following the review, SCS will incorporate feedback, revisions, and modifications and will prepare a final presentation. SCS will deliver the presentation to the Village Board of Trustees and facilitate a discussion about the findings and recommendations.

Assumptions

- The Village will:
 - Provide feedback to SCS on the Opportunity Assessment Report and Presentation within 15 business days of receipt of each deliverable, respectively

Deliverables

- Draft and Final Opportunity Assessment Report
- Draft and Final Opportunity Assessment Presentation

6 Project Schedule and Budget

SCS is available to start this project on March 3, 2025 on the anticipated award date. SCS anticipates deliverable milestones will be completed as follows. We have aligned the dates with the Village Board meeting schedule.:

1. Assessment of Existing Conditions and Plans letter delivered by June 3, 2025
2. Residential Waste Audit to take place in July 2025
3. Final Waste Characterization Report delivered by August 18, 2025
4. Stakeholder Engagement sessions to occur in September 2025
 - a. The sessions will be scheduled to maximize participation based on District 97 back-to-school schedule (August 11, 2025).
5. Final Opportunity Assessment Report delivered by October 28, 2025
6. Opportunity Assessment Presentation delivered to the Village Board on November 11, 2025

Our project budget detailing the task cost breakdown and total task costs are provided in **Attachment 1**.

Attachment 1

Pricing Proposal Form

Section VI
Pricing Proposal Form

The RESPONDENT proposes to furnish all materials and labor required to complete the Work in accordance with the attached specifications and at the prices indicated below.

Task	Task cost breakdown	Total Task Cost
Task 1: Data Collection and Analysis	Total Labor = \$39,230 Total Expenses = \$17,060	\$56,290
Task 2: Community Input and Connection	Total Labor = \$13,450 Total Expenses = \$1,170	\$14,620
Task 3: Draft Recommendations	Total Labor = \$5,550 Total Expenses = \$0	\$5,550
Task 4: Final Recommendations and implementation plan.	Total Labor = \$3,600 Total Expenses = \$0	\$3,600
Task 5: Final Report and presentation	Total Labor = \$3,500 Total Expenses = \$0	\$3,500

Attachment 2

Organization of Firm Form

SECTION VII
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Stearns, Conrad and Schmidt, Consulting Engineers, Inc. and is organized and existing in good standing under the laws of the State of Virginia. The full names of its Officers are:

President Curtis P. Jang

Secretary Michael W. McLaughlin

Treasurer Steve Liggins
CT Corporation System, 208 So Lasalle St,
Registered Agent Name and Address: Suite 814, Chicago, IL 60604-1101

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:NA

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:NA

The Contractor 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: dba SCS Engineers / SCS Field Services / SCS Energy / SCS Tracer

Signature of Owner

[THIS SPACE LEFT INTENTIONALLY BLANK]

Attachment 3

Compliance Affidavit

SECTION VIII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) Vice President 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 related to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements."
6. The Proposing Firm has completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an agreement 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 13-312 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 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 Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

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.

Signature: Betsy Powers

Name and address of Business: SCS Engineers, 2830 Dairy Drive, Madison, WI 53716

Telephone 608.216.7347

E-Mail bpowers@scsengineers.com

Subscribed to and sworn before me this 23 day of February, 2024.

Janice Newell
Notary Public



[THIS SPACE LEFT INTENTIONALLY BLANK]

Attachment 4

M/W/DBE Status
& EEO Report

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)

Revised 08/2023

OMB Control Number: 3046-0049

Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT

CONSOLIDATED REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID
A041316

EMPLOYER NAME

STEARNS CONRAD & SCHMIDT ENGINEERS

ADDRESS

3900 Kilroy Airport Way

CITY/TOWN

LONG BEACH

STATE

CA

ZIP CODE

90806

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID

HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS

CITY/TOWN

STATE

ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)

540913440

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) NO (Employer Is Not Eligible to File) EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): V49TM6TVQ8A7

YES (Single-Establishment Employer is Federal Contractor) YES (Multi-Establishment Employer is Federal Contractor)

YES (Headquarters is Federal Contractor) YES (Non-Headquarters Establishment is Federal Contractor)

YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

541330 - Engineering Services

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total		
	Hispanic or Latino		Not Hispanic or Latino														
			Male						Female								
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races			
Executive/Senior Level Officials and Managers	3	0	16	0	2	0	0	1	2	0	0	0	0	0	24		
First/Mid-Level Officials and Managers	36	7	240	4	12	1	2	11	84	3	12	0	0	1	413		
Professionals	35	22	178	9	28	1	1	7	112	4	17	1	0	4	419		
Technicians	57	2	98	14	1	1	1	4	12	0	1	0	1	1	193		
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Administrative Support Workers	3	23	11	0	1	0	0	2	41	6	3	1	0	8	99		
Craft Workers	9	0	21	1	0	0	1	0	0	0	0	0	0	0	32		
Operatives	13	0	14	0	0	0	0	2	0	0	0	0	0	0	29		
Laborers and Helpers	13	0	7	1	0	0	0	0	0	0	0	0	0	0	21		
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
CURRENT 2023 REPORTING YEAR TOTAL	169	54	585	29	44	3	5	27	251	13	33	2	1	14	1230		
PRIOR 2022 REPORTING YEAR TOTAL	154	48	593	29	44	3	4	24	253	14	34	2	1	10	1213		

SECTION I – WORKFORCE SNAPSHOT PERIOD

12/16/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

Not Applicable

Attachment 5

References Form

SECTION X
REFERENCES AND LIST OF ENTITIES
FOR WHICH SERVICES HAVE BEEN PERFORMED

Contractors shall furnish at least three (3) entities, preferably municipalities, that have used the Contractor's for similar services within the last three (3) years.

REFERENCES:

1. Name of Entity	<u>Iowa Department of Natural Resources</u>
ADDRESS	<u>6200 Park Avenue, Suite 200, Des Moines, Iowa 50321</u>
	<hr/>
CONTACT	<u>Tom Anderson, Executive Officer II</u>
	<hr/>
PHONE AND EMAIL ADDRESS	<u>515-270-6059 Tom.Anderson@DNR.Iowa.gov</u>
	<hr/>
WORK PERFORMED	<u>1 - Waste characterization study for the State of Iowa in 2022.</u>
	<u>2 - Sustainable materials management - Vision for Iowa</u>
	<u>planning in 2021 SCS lead 30+ committee meetings and</u>
	<u>hosted 4 stakeholder engagement meetings.</u>
	<hr/>
2. Name of Entity	<u>Alameda County Waste Management Authority</u>
ADDRESS	<u>1537 Webster Street, Oakland, California 94612</u>
	<hr/>
CONTACT	<u>Emily Alvarez, Alameda County Waste Management Authority</u>
	<hr/>
PHONE AND EMAIL ADDRESS	<u>510-891-6585 EAlvarez@stopwaste.org</u>
	<hr/>

WORK PERFORMED	Waste characterization study for Alameda County in 2023. <hr/> <hr/> <hr/> <hr/>
3. Name of Entity	City of Lincoln, Nebraska <hr/>
ADDRESS	5101 N. 48th Street, Lincoln, Nebraska 68504 <hr/> <hr/>
CONTACT	Karla Welding, Solid Waste Management Division Manager <hr/>
PHONE AND EMAIL ADDRESS	402-441-7867 KWelding@Lincoln.NE.gov <hr/>
WORK PERFORMED	Waste characterization study for the City of Lincoln in 2022. <hr/> <hr/> <hr/>
LIST OF MUNICIPALITIES OR GOVERNMENT AGENCIES FOR WHICH THE CONTRACTOR HAS PROVIDED SERVICES DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE.	
1. Municipality	Solid Waste Agency of Northern Cook County (SWANCC) <hr/>
ADDRESS	77 W Hintz Road, Suite 200, Wheeling, Illinois 60090 <hr/> <hr/>
CONTACT	Christina Seibert, Executive Director <hr/>

PHONE AND EMAIL ADDRESS	<u>847-243-4710 Christina@SWANCC.org</u>
WORK PERFORMED	<u>Permit review and inventory for the Glenview Transfer Station.</u>
2. Municipality ADDRESS	<u>Wisconsin Department of Natural Resources</u>
	<u>101 S. Webster Street, Madison, WI 53707</u>
CONTACT	<u>Casey Krausenky, Solid Waste Coordinator</u>
PHONE AND EMAIL ADDRESS	<u>605-577-3643 Casey.Krausensky@Wisconsin.gov</u>
WORK PERFORMED	<u>Waste characterization study for the State of Wisconsin in</u>
	<u>2020-2021.</u>

Attachment 6

Professional Services
Agreement



SECTION XI

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2024, 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”).

RECITALS

WHEREAS, the Village intends to have services performed by the Contractor pursuant to the Village’s Request for Proposals dated December 3, 2024 (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor has represented to the Village that it has the necessary expertise to provide the services set forth in the RFP; and

WHEREAS, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.

2.1. The Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. 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 Village’s RFP 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. Contractor shall be responsible for

**,other than
description of the
Services,**

If Proposal outlines scope items that
are different than the RFP- and Village
accepts, the proposal terms should
control

any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. ~~In case of a conflict between the provisions of Contractor'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 Village 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. 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 19 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 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 Contractor. 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 19 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 as set forth pursuant to the Contractor's Proposal in an amount not to exceed \$_____. The Contractor 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 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 regarding 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 the 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; 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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor 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 the Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

**and provide a reasonable
opportunity to cure**

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, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on _____, 2025 through 11:59 p.m. on _____.

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 is effective unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 19 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. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village and 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 Contractor'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 the Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

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 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 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, 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 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. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.
- (C) **Workers' Compensation:**
 - i. Workers' compensation 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, 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 the Workers' Compensation Act, 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. 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	\$5,000,000.00
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- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein

except workers' compensation and professional liability/malpractice. 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, officials, employees, agents, 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 Services.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. The Contractor 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. The Contractor 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 the Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one (1) year of completion of 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. 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 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 Services 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. Contractor shall have the right to retain copies of the Documents for its files. 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 the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this 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 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. 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 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. The Contractor shall have the right to include among 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 Contractor in the Village’s development, promotional and other materials which include Contractor’s Work Products.

11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) (“FOIA”) request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge

any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor shall not disclose any and all proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided law that is received by the Contractor in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

12.2. The Contractor shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

12.3. Upon termination of this Agreement, the Contractor shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Contractor by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. SAVINGS CLAUSE.

13.1. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

14.1. 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.

14.2. This Agreement shall not prohibit the Contractor from providing 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 contractor to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement 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 business days after the 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:

15.1.1. 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 the Contractor and the Services into compliance with this Agreement;

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

15.1.3. 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;

15.1.4. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from Contractor 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

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

15.2. ~~In addition to the above, if the Contractor 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.~~

16. NO COLLUSION.

16.1. The Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the 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.

17. ENTIRE AGREEMENT.

17.1. 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.

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

19.1. 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 email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

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

If to the Contractor:

Email: _____

19.2. 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.

19.3. Notice by email transmission shall be effective as of date and time of 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 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.

20. BINDING AUTHORITY.

20.1. 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.

21. HEADINGS AND TITLES.

21.1. 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.

22. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

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

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

23. EFFECTIVE DATE.

23.1. 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.

24. AUTHORIZATIONS.

24.1. 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 and Village Clerk warrant that they have 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.

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. 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.

25.2. 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.

25.3. 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

[NAME OF CONTRACTOR]

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2024

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2024

By:
Its:

Date: _____, 2024

ATTEST

By:
Its:

Date: _____, 2024

REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
REQUEST FOR PROPOSALS
Waste Characterization Study
Date Issued: January 29, 2025
Proposal Due Date: February 24, 2025, 4:00 P.M. Central Time

The Village of Oak Park (“Village”) seeks proposals for a Waste Characterization Study which will identify the composition of residential waste streams in Oak Park and provide staff with recommended viable strategies for meeting the waste diversion and reduction needs, goals, and priorities of the Village.

I. REQUEST FOR PROPOSALS - INSTRUCTIONS

The Village anticipates the following general timeline for this Request for Proposals (“RFP”). The following dates are subject to change:

Activity Schedule	Timeline
RFP Published	January 29, 2025
All Questions Due	February 10, 2025, 4:00 PM Central Time Email to: ehelms@oak-park.us Attention: Erica Helms, Environmental Services Manager
Posting of Answers	February 14, 2025, 4:00 PM Central Time Website: https://www.oak-park.us/bid
Proposals Due	February 24, 2025, 4:00 PM Central Time Email to: ehelms@oak-park.us Attention: Erica Helms, Environmental Services Manager Proposal Number: 25-113
Anticipated Award Date	March 3, 2025 or thereafter

All proposals must be received by the specific time set forth above. Proposals received after the specified time will not be accepted. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals over 25MB in email size may be rejected and will require to be sent in smaller multiple emails.

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

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of Sections V through IX, in their entirety and in the order presented below. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

V. PROPOSAL SUBMITTALS

VI. PRICING PROPOSAL FORM

VII. ORGANIZATION OF FIRM

VIII. COMPLIANCE AFFIDAVIT

IX. M/W/DBE STATUS AND EEO REPORT

X. REFERENCES FORM

XI. PROFESSIONAL SERVICES AGREEMENT

The selected contractor will enter into a Professional Services Agreement (“Agreement”) in substantially the form attached hereto in Section X.

II. BACKGROUND INFORMATION

The **Village of Oak Park** is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community with a population of 54,583 located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village of Oak Park's Climate Ready Oak Park (CROP) action plan includes the action **WG01. Conduct a Waste Characterization Study** as a primary step towards expanding the Village's waste goals and database. Obtaining this specific solid waste data will result in more accurate Greenhouse Gas Inventories and better inform environmental programs, policy, and planning. This study shall include a review of the Village's current and planned waste reduction and diversion efforts, an audit of all residential waste streams (landfill, recycling, and organics), stakeholder engagement, and a final opportunity assessment report.

The material types sorted in the residential waste audit may include, but are not limited to, the following categories (based on the [2015 Illinois Waste Characterization Study Update](#)):

- Paper
 - Newspaper
 - High Grade Office Paper
 - Magazines/Catalogs
 - Uncoated OCC/Kraft
 - Boxboard
 - Mixed Paper – Recyclable
 - Compostable Paper
 - Other Paper
- Beverage/Food Containers
 - Milk & Juice Cartons/Boxes – Coated
- Plastics
 - #1 PET Bottles/Jars
 - #1 Other PET Containers
 - #2 HDPE Bottles/Jars – Clear
 - #2 HDPE Bottles/Jars – Color
 - #2 Other HDPE Containers
 - #5 PP Containers
 - #5 Other PP
 - #6 Expanded Polystyrene Packaging
 - #3, #4, & #7 Other
 - Other Rigid Plastic Products
 - Grocery & Merchandise Bags
 - Trash Bags
 - Commercial & Industrial Film
 - Other Film
 - Other Plastic
- Glass
 - Recyclable Glass Bottles & Jars
 - Flat Glass
 - Other Glass
- Metal
 - Aluminum Beverage Containers
 - Other Aluminum
 - HVAC Ducting
 - Ferrous Containers (Tin Cans)
 - Other Ferrous
 - Other Non-Ferrous
 - Other Metal
- Organics
 - Yard Waste – Compostable

- Yard Waste – Woody
 - Food Scraps
 - Bottom Fines & Dirt
 - Diapers
 - Other Compostable
- Textiles
 - Carpet
 - Carpet Padding
 - Clothing
 - Other Textiles
- In-Organics
 - Televisions
 - Computer Monitors
 - Computer Equipment/Peripherals
 - Microwaves
 - Electronic Equipment/Peripherals
 - White Goods – Refrigerated
 - White Goods – Not Refrigerated
 - Lead-Acid Batteries
 - Other Household Batteries
 - Tires
 - Household Bulk Items
 - Fluorescent Lights/Ballasts
 - Solar Panels
 - Paint
- Construction & Demolition Debris
- Household Hazardous Waste
- Non-Recoverables

III. AWARD OF CONTRACT

A. Contract Term: The contract period commences on the date the Agreement in substantially the form attached is fully executed and will end when the services are completed.

B. Authorization: The contractor will enter into the Agreement in substantially the form attached as approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The contractor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

C. Termination for Non-appropriation of Funds: The Village reserves the right to terminate the Agreement if the Village's Board of Trustees fails to appropriate funds for the services to be provided under the Agreement. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

D. Subcontracting: The contractor shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The contractor assumes responsibility for the performance of any services by subcontractors, whether or not authorized. In the event of a merger of a contractor with another firm, the agreement may only be assigned to the successor firm only upon the approval of the Village President and Board of Trustees.

E. Insurance Requirements: The selected contractor must purchase and maintain for the length of the Agreement and coverage as set forth in the Agreement attached hereto.

F. Information Data: All data and records prepared or obtained under this project shall be made available to the Village without restriction or limitation on their use. The Village shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials and documents obtained, discovered and produced by the contractor. All reports, data, information, etc., prepared or assembled by the contractor shall not be made available to any individual or organization other than the Village of Oak Park.

IV. ENGAGEMENT OBJECTIVES

The contractor and Village will develop and plan for the Waste Characterization Study which will:

- A. Provide a review and assessment of residential waste management practices throughout the Village to identify potential gaps and improvements and better inform opportunities for waste reduction and diversion;
- B. Create a community-wide waste generation profile broken down by material type to increase accuracy of the Village's annual Greenhouse Gas Inventories;
- C. Organize and lead two (2) stakeholder listening sessions alongside Village staff to present preliminary waste audit results and gather community input;
- D. Analyze stakeholder engagement findings to uncover barriers, gather ideas, and identify themes around waste reduction and diversion efforts;
- E. Utilize information and insights obtained from the review of current conditions, residential waste audit, and stakeholder engagement sessions to produce a report containing recommended viable strategies for reducing residential waste generation and increasing landfill diversion in Oak Park.

V. STATEMENT OF WORK TO BE PERFORMED

The Waste Characterization Study is guided by the Village Board's core values and guiding principles: Community-Centered in our Thinking, Fiscally Responsible with our Public Resources, Build Trust through Respectful Dialogue and Board Actions, Transparent and Accountable to the Community, We Engage and Collaborate with the Community and Partners, Focused on Equity, Innovation and Sustainability. The Village Board's Goals, Priorities, Key Projects and Initiatives that outline six (6) strategic priorities: Community Affordability, Community Health and Safety, Racial Equity, Vibrant Diverse and Connected Neighborhoods, Sustainability and Resiliency, and Economic Vitality.

The Waste Characterization Study must be designed to meet the individual and specific needs of the Village. The development of the plan is to be divided into four (4) steps:

- Task 1. Waste Management Assessment** – Conduct an analysis and assessment of residential waste management practices throughout the Village by reviewing the current and planned efforts related to waste reduction and diversion and historical waste hauling data. Findings and recommendations from this review shall be included in the final Opportunity Assessment Report.
- Task 2. Residential Waste Audit** – Conduct a thorough waste audit and create a community wide waste generation profile that is broken down by material type. Samples of trash, recycling, and compost shall be collected and sorted from the five (5) hauling zones within the Village. Samples from each zone shall weigh between 200-300 pounds and be manually sorted using the [ASTM D5231](#) sorting method for determination of the composition of unprocessed municipal solid waste. The selected contractor is responsible for providing all site safety equipment and PPE and must submit additional planning documents including: Worker Health and Safety Plan, Sorting Protocols and Procedures, and Staff Roles and Responsibilities.
- Task 3. Stakeholder Engagement** – Collaborate with community members and Village staff to host two (2) listening sessions to gather stakeholder input and feedback. Preliminary data and discussion questions shall be presented to uncover themes, barriers and opportunities for improving residential waste reduction and diversion. Results shall be incorporated into the Opportunity Assessment Report.
- Task 4. Opportunity Assessment Report and Presentation** – Utilize input from Village Staff and stakeholder engagement to create a baseline of material generation data and develop recommendations. The report shall include the following

deliverables: introduction outlining the study and methodology; review of current conditions, waste characterization data and visualizations, summary of stakeholder engagement, and recommended strategies. The final Opportunity Assessment Report shall be presented to the Village Board of Trustees upon completion of the study.

II. SUPPORT TEAM

The selected contractor will be expected to work with individuals representing the Village's Environmental Services Division and other key staff.

III. REPORTS REQUIRED

The following reports as detailed above in Section V are expected during and at the completion of the engagement:

- A. Assessment of existing conditions and plans;
- B. Waste characterization data and visualizations;
- C. Summary of stakeholder engagement;
- D. Recommended strategies;
- E. Final Opportunity Assessment Report and presentation.

IV. SCHEDULE

During the review, the Contractor may be required to meet with various elected or appointed officials, department heads, staff members or members of the public to discuss the progress of the engagement or related matters.

All reports are to be presented publicly to the governing body of the municipality no later than the following dates:

<u>Task 1</u>	Waste Management Assessment	Three months from contract award
<u>Task 2</u>	Waste Audit	Five months from contract award
<u>Task 3</u>	Stakeholder Engagement	Six months from contract award
<u>Task 4</u>	Opportunity Assessment Report and Presentation	Eight months from contract award

Evaluations:

Proposals will be reviewed and evaluated by Village staff. The Village reserves the right to accept or reject any and all proposals, and to waive minor informalities and errors in submitted proposals. The Village may also request additional information it deems reasonably necessary or may choose to interview proposers to further evaluate qualifications to allow the Village to evaluate and select the most qualified proposer to perform the services described in this RFP. Respondents who submit proposals do so at their own expense.

Contractor Selection:

The Village will award the Agreement to the contractor whose proposal is most satisfactory to the Village in its discretion. Final selection is expected as set forth in the above schedule.

Section VI
Pricing Proposal Form

The RESPONDENT proposes to furnish all materials and labor required to complete the Work in accordance with the attached specifications and at the prices indicated below.

Task	Task cost breakdown	Total Task Cost
Task 1: Data Collection and Analysis		
Task 2: Community Input and Connection		
Task 3: Draft Recommendations		
Task 4: Final Recommendations and implementation plan.		
Task 5: Final Report and presentation		

SECTION VII
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor 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 Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor 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

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VIII
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 related to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements."
6. The Proposing Firm has completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an agreement 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 13-312 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 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 Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

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.

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2024.

- Notary Public Seal -

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION IX
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.

1. Contractor 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 M/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-contractors performing work pursuant to the applicable agreement. Forms will be furnished to the lowest responsible contractor 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.

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

Contractor Name _____
Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
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 may disqualify you from consideration.

_____, being first duly sworn, deposes and says that
he/she is
(Name of Person Making Affidavit)

the above EEO
(Title or Officer)

Report is true and accurate and is submitted with the intent that it be relied upon.

(Signature)

(Date)

SECTION X
REFERENCES AND LIST OF ENTITIES
FOR WHICH SERVICES HAVE BEEN PERFORMED

Contractors shall furnish at least three (3) entities, preferably municipalities, that have used the Contractor's for similar services within the last three (3) years.

REFERENCES:

1. Name of Entity

ADDRESS

CONTACT

**PHONE AND
EMAIL ADDRESS**

**WORK
PERFORMED**

2. Name of Entity

ADDRESS

CONTACT

**PHONE AND
EMAIL ADDRESS**

WORK
PERFORMED

3. Name of Entity

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

LIST OF MUNICIPALITIES OR GOVERNMENT AGENCIES FOR WHICH THE CONTRACTOR HAS PROVIDED SERVICES DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE.

1. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

2. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED



SECTION XI

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2024, 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”).

RECITALS

WHEREAS, the Village intends to have services performed by the Contractor pursuant to the Village’s Request for Proposals dated December 3, 2024 (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor has represented to the Village that it has the necessary expertise to provide the services set forth in the RFP; and

WHEREAS, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.

2.1. The Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. 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 Village’s RFP 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. Contractor shall be responsible for

any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of Contractor'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 Village 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. 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 19 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 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 Contractor. 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 19 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 as set forth pursuant to the Contractor's Proposal in an amount not to exceed \$_____. The Contractor 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 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 regarding 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 the 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; 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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor 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 the Contractor 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 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, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on _____, 2025 through 11:59 p.m. on _____.

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 is effective unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 19 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. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village and 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 Contractor'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 the Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

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 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 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, 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 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. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.
- (C) **Workers' Compensation:**
 - i. Workers' compensation 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, 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 the Workers' Compensation Act, 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. 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	\$5,000,000.00
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- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein

except workers' compensation and professional liability/malpractice. 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, officials, employees, agents, 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 Services.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. The Contractor 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. The Contractor 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 the Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one (1) year of completion of 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. 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 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 Services 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. Contractor shall have the right to retain copies of the Documents for its files. 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 the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this 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 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. 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 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. The Contractor shall have the right to include among 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 Contractor in the Village’s development, promotional and other materials which include Contractor’s Work Products.

11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) (“FOIA”) request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge

any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor shall not disclose any and all proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided law that is received by the Contractor in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

12.2. The Contractor shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

12.3. Upon termination of this Agreement, the Contractor shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Contractor by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. SAVINGS CLAUSE.

13.1. 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 it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

14.1. 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.

14.2. This Agreement shall not prohibit the Contractor from providing 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 contractor to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement 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 business days after the 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:

15.1.1. 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 the Contractor and the Services into compliance with this Agreement;

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

15.1.3. 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;

15.1.4. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from Contractor 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

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

15.2. In addition to the above, if the Contractor 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.

16. NO COLLUSION.

16.1. The Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the 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.

17. ENTIRE AGREEMENT.

17.1. 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.

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

19.1. 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 email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

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

If to the Contractor:

Email: _____

19.2. 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.

19.3. Notice by email transmission shall be effective as of date and time of 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 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.

20. BINDING AUTHORITY.

20.1. 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.

21. HEADINGS AND TITLES.

21.1. 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.

22. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

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

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

23. EFFECTIVE DATE.

23.1. 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.

24. AUTHORIZATIONS.

24.1. 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 and Village Clerk warrant that they have 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.

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. 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.

25.2. 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.

25.3. 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

[NAME OF CONTRACTOR]

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2024

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2024

By:
Its:

Date: _____, 2024

ATTEST

By:
Its:

Date: _____, 2024



CERTIFICATE OF LIABILITY INSURANCE

3/31/2026

DATE (MM/DD/YYYY)
03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : Steadfast Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 16535 26387
INSURED	SCS Engineers, SCS Field Services, 1506787 SCS Energy, SCS Tracer Environmental 3900 Kilroy Airport Way, Ste 300 Long Beach, CA 90806-6816		

COVERAGES CERTIFICATE NUMBER: 18259705 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Contractual Liab <small>GEN'L AGGREGATE LIMIT APPLIES PER:</small> <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC <small>OTHER:</small>		N	GLO 0112778-10	03/31/2025	03/31/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <small>OWNED AUTOS ONLY</small> <input type="checkbox"/> SCHEDULED AUTOS <small>Hired AUTOS ONLY</small> <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <small>NON-OWNED AUTOS ONLY</small>		N	BAP 0112780-10	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
							\$ XXXXXXXX	
							EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
							\$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <small>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</small> <small>(Mandatory in NH)</small> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	Y/N <input checked="" type="checkbox"/> N	N/A	WC0112779-10	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L EACH ACCIDENT	\$ 1,000,000
							E.L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L DISEASE - POLICY LIMIT	\$ 1,000,000
B	Env Prof (E&O) - Prof Liab - Claims Made	N	N	PEC 0112862-10	03/31/2025	03/31/2026	Per Claim: 2,000,000 Aggregate: 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SCS Engineers, SCS Energy, SCS Field
SCS Tracer Environmental

3900 Kilroy Airport Way, #100

Long Beach, CA 90806-6816

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18259705**

- ✉ Email: LACertseDelivery@lockton.com
- ✉ Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number is for automating electronic delivery of certificates only.
Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017



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Business Entity Search

Entity Information

Entity Name	STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.		
File Number	57169664	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02-05-1993	State	VIRGINIA
Duration Date	PERPETUAL		
Annual Report Filing Date	02-11-2025	Annual Report Year	2025
Agent Information	CT CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO ,IL 60604-1101	Agent Change Date	01-15-1997

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Available Services](#)[Officers](#)[Assumed Name](#)[Old Corp Name](#)[File History](#)[Purchase Master Entity Certificate of Good Standing](#)[Purchase Assumed Name Certificate of Good Standing](#)[Change of Registered Agent and/or Registered Office](#)[Adopting Assumed Name](#)