



Office of the Secretary of State

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Business Entity Search

Entity Information

Entity Name	GASVODA & ASSOCIATES, INC.		
File Number	53098231	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05-25-1983	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	06-21-2024	Annual Report Year	2024
Agent Information	M S GASVODA 1530 HUNTINGTON DRIVE CALUMET CITY, IL 60409-5402	Agent Change Date	06-06-2002

Services and More Information

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

[Purchase Master Entity Certificate of Good Standing](#)[Purchase Assumed Name Certificate of Good Standing](#)[Change of Registered Agent and/or Registered Office](#)[Articles of Amendment Effecting A Name Change](#)[Adopting Assumed Name](#)



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

708.383.6400
village@oak-park.us
www.oak-park.us

November 9, 2024

Automatic Control Services
Attention: William Schmitz
1530 Huntington Drive
Calumet City, IL 60409

RE: CENTRAL STATION OFFICE, NORTH STATION, AND SOUTH STATION
SCADA COMPUTER UPGRADES – PROPOSAL REQUEST

Dear Mr. Schmitz:

The Village of Oak Park seeks to upgrade the above referenced computers. This work shall be performed as part of our Calendar Year 2025 service agreement. Attached is the scope of work. Please review the scope and provide a proposal for ACS to perform the work.

Please contact me if you have any questions.

Thank you,

Orlando Velasquez
Water and Sewer Division
Public Works Department

Attachment: SCADA Computer Upgrade Scope of Work

November 9, 2024

SCADA COMPUTER UPGRADE SCOPE OF WORK

During the first quarter of 2025, the Village seeks to upgrade the SCADA computers at the Central Station Office, North Station, and South Station.

The Village will provide new replacement Dell workstations.

ACS/Gasvoda (contractor) shall update the following software to the most current versions: iFIX and IGS Driver. It shall be understood that the contractor will procure the software on behalf of the Village, however, the Village shall retain the full ownership of all software on its computers. Proprietary software specific to the contractor shall not be permitted. The means and methods shall be the contractor's responsibility and shall be subject to the Village's approval. By the end of this project, the contractor shall provide and complete a fully functional system. The contractor shall duplicate all current drinking water operations, interfaces, and systems to the new computers.

This scope of work lists the most relevant software related to the drinking water system, however, it is not a complete list. The contractor shall be responsible for ensuring that all existing SCADA and drinking water operation software is transferred to deliver a fully functional system. Windows operating systems, antivirus, and cybersecurity management will be provided by the Village's IT Department.

As part of the computer upgrades, the contractor shall also provide and install a fully-functional Maple Systems Inc. 15.6" Touchscreen HMI with IIoT Features, Model #cMT2166X, at the North and South pumping stations.

The Maple System touchscreens shall:

- Be accessible remotely;
- Display live data from the local PLC including but not limited to: pressures, flow, reservoir levels, pump speeds, pump run signals, chemical injection rates, chemical residuals, alarms, and other pertinent live data for necessary for confirm the proper operation of the water system;
- Be mounted on the front of the Station's SCADA cabinet;
- Allow live operator interfacing with local PLC and the two other remote PLC;
- Be programmed so that its alarms are transmitted to operators

The contractor shall develop and integrate fully-functional human machine interface (HMI) systems between the Maple Systems Inc Touchscreen and the local PLCs.

The contractor shall provide training to Village personnel on all new equipment and software.

The contractor shall limit the interruption of SCADA and the automatic controls and operations to a bare minimum throughout this project.

The contractor shall consult with the Village on its operational needs and will provide a plan for the implementation of the computer upgrades and Maple System development/integration. The plan will be subject to the Village's approval.

The contractor shall provide a one-year warranty on the computer upgrade and Maple Systems HMI system. The contractor shall repair, at no cost to the Village, any defect or issue that results from the computer upgrade or Maple Systems HMI system, whether hardware, software, or programming related. The warranty shall include any labor required for programming modifications if the system does not operate as described.

The warranty shall not apply to defects to hardware not purchased by the selected contractor.

END



Automatic Control Services

A division of Gasvoda and Associates Inc.

630-399-8849

November 13, 2024

Quote# WRS111324A.00

Village of Oak Park
Attention: Orlando Velasquez
201 South Blvd.
Oak Park, IL 60302

Dear Mr. Velasquez:

Automatic Control Services (ACS) presents this proposal to upgrade the Oak Park Water Supply SCADA system computers in response to your proposal request, dated 11/9/2024. This proposal encompasses all work described in the scope of work included in your proposal request, dated 11/9/2024.

The Village of Oak Park will furnish three (3) computers running the Microsoft Windows 11 operating system with minimum requirements of

- Intel i5 processor or better
- Minimum Processor speed of 3.0 GHz
- 32 GB of memory.

ACS will furnish all software upgrades and labor required to upgrade the SCADA computers to the latest versions of iFix SCADA software for the following locations.

- Central Station Office SCADA computer
- North Station SCADA computer
- South Station SCADA computer

ACS will furnish Maple Systems HMIs, as described in the scope of work, complete with the necessary programming at the following locations.

- North Station SCADA computer
- South Station SCADA computer

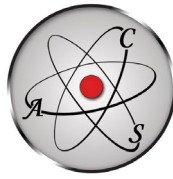
The cost for this proposal as described herein breaks down as follows:

• Central Station Office SCADA computer	\$11,330.00
• North Station SCADA computer	14,750.00
• South Station SCADA computer	14,750.00

Total	\$40,830.00
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Sincerely

William R. Schmitz



Automatic Control Services

A Division of
Gasvoda and Associates Inc.

November 12, 2024

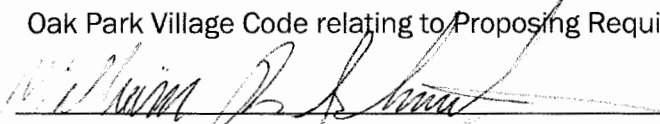
Automatic Control Services hourly rates for contract year 2025 will be as follows.

• Hourly rate for Monday through Friday, 7 am to 5 pm	<u>\$134.49</u>
• After-hours rate (Monday through Friday, after 5 pm)	<u>\$134.49</u>
• Phone consultation rate	<u>\$0.00</u>
• Travel fee	<u>\$0.00</u>
• Overtime Hourly rate	<u>\$201.73</u>
• Office/Bench time rate	<u>\$98.28</u>
• Our material mark-up rate	<u>5%</u>

William R. Schmitz

SECTION V
PROPOSER CERTIFICATION

AUTOMATIC CONTROL SERVICES, as part of its Proposal on an agreement for SCADA Integration Services for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.


(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this 19TH day of NOVEMBER, 2024.


Notary Public's Signature

- Notary Public Seal -



From: "Velasquez, Orlando" <ovelasquez@oak-park.us>

Date: July 24, 2024 at 2:52:06 PM CDT

To: "Bills, Michael" <Mbills@oak-park.us>

Subject: ACS Purchased By Gasvoda

Mike –

ACS has been bought by Gasvoda & Associates. Bill Schmitz is now an employee of theirs. Attached are their invoices for the most recent services and an email describing the merger. They will honor this year's contract prices and SCADA computer project bid. Please let me know if you need any additional information. otherwise, please process against ACS general SCADA PO.

Orlando Velasquez
Water and Sewer Division
Village of Oak Park

Bills, Michael

From: Sproule, Robert
Sent: Monday, July 29, 2024 3:34 PM
To: Velasquez, Orlando; Bills, Michael
Cc: DeViller, Linda
Subject: RE: ACS Purchased By Gasvoda

Thanks. The existing PO should be liquidated and reopened with these new documents and the original contract docs.

Rob Sproule
Public Works Director
Village of Oak Park, Illinois
708-358-5700
www.oak-park.us
[Public Works WORKS!](#)

From: Velasquez, Orlando <ovelasquez@oak-park.us>
Sent: Monday, July 29, 2024 2:40 PM
To: Sproule, Robert <rsproule@oak-park.us>; Bills, Michael <Mbills@oak-park.us>
Cc: DeViller, Linda <ldeviller@oak-park.us>
Subject: RE: ACS Purchased By Gasvoda

Attached is the COI, business cert, and corrected invoices.

Orlando Velasquez
Water and Sewer Division
Village of Oak Park

From: Sproule, Robert <rsproule@oak-park.us>
Sent: Friday, July 26, 2024 2:19 PM
To: Bills, Michael <Mbills@oak-park.us>
Cc: DeViller, Linda <ldeviller@oak-park.us>; Velasquez, Orlando <ovelasquez@oak-park.us>
Subject: RE: ACS Purchased By Gasvoda

We will need a COI and a business certificate. Those along with the email, I think should be fine. Did anyone look at the invoice? It looks like they are charging us the wrong amount. They should put the hourly rate in like on the old bills. Shouldn't this one only be \$390 for a 3 hour call.

Rob Sproule
Public Works Director
Village of Oak Park, Illinois
708-358-5700
www.oak-park.us
[Public Works WORKS!](#)

From: Bills, Michael <Mbills@oak-park.us>
Sent: Thursday, July 25, 2024 4:45 PM
To: Sproule, Robert <rsproule@oak-park.us>
Cc: DeViller, Linda <ldeviller@oak-park.us>; Velasquez, Orlando <ovelasquez@oak-park.us>
Subject: Re: ACS Purchased By Gasvoda

Do I need to get a new contract signed by them and COI...I'm guessing? And then open a new PO for the remaining balance?

Michael Bills
Water & Sewer Superintendent
Village of Oak Park
708-358-5730
mbills@oak-park.us

On Jul 25, 2024, at 2:51 PM, Sproule, Robert <rsproule@oak-park.us> wrote:

I believe we will need to close the existing PO and open a new PO under the new name if we can no longer send checks to the existing vendor.

Rob Sproule
Public Works Director
Village of Oak Park, Illinois
708-358-5700
www.oak-park.us
[Public Works WORKS!](#)

From: Bills, Michael <Mbills@oak-park.us>
Sent: Wednesday, July 24, 2024 3:45 PM
To: Sproule, Robert <rsproule@oak-park.us>
Subject: Fwd: ACS Purchased By Gasvoda

Rob,

How do we go about doing the payments and contract?

Michael Bills
Water & Sewer Superintendent
Village of Oak Park
708-358-5730
mbills@oak-park.us

Begin forwarded message:

From: "Velasquez, Orlando" <ovelasquez@oak-park.us>
Date: July 24, 2024 at 2:52:06 PM CDT
To: "Bills, Michael" <Mbills@oak-park.us>
Subject: ACS Purchased By Gasvoda

Mike –

ACS has been bought by Gasvoda & Associates. Bill Schmitz is now an employee of theirs. Attached are their invoices for the most recent services and an email describing the merger. They will honor this year's contract prices and SCADA computer project bid. Please let me know if you need any additional information. otherwise, please process against ACS general SCADA PO.

Orlando Velasquez
Water and Sewer Division
Village of Oak Park

DeViller, Linda

From: Colleen Willett <cwillett@gasvoda.com>
Sent: Tuesday, June 11, 2024 7:08 AM
To: William Schmitz; William Schmitz
Cc: Alex Fancher
Subject: Automatic Control Services Merger

Caution! This message was sent from outside your organization.

[Block sender](#)

Dear Valued ACS Customer,

Bill Schmitz, the owner of Automatic Control Services, is excited to announce a merger between ACS and Gasvoda and Associates, Inc.

Bill has done an outstanding job of serving his clients for many years, and this plan will ensure that all his clients continue to receive the support and service that they have come to depend on with ACS. Bill will be on board for the foreseeable future while he works his way to retirement, training key GAI technicians to ensure that the service you have received with ACS will continue without interruption.

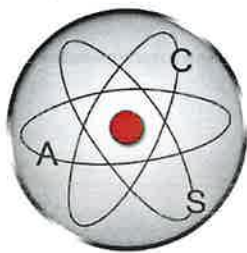
Gasvoda and Associates, Inc. was established in 1983 and has since been one of the leading players in the water/wastewater industry. For the past forty years, GAI has provided excellent customer service, leading technology, and innovative solutions for their customers. GAI has a strong Service Department, a SCADA division through SCADATA, as well as IT support staff. The company and their employees pride themselves on providing excellent customer service, and truly embody their "Whatever it Takes" moto.

What changes can I expect? Very few! Bill will still be performing services but will have added hands and faces to help carry out the workload. We hope to make this transition as seamless as possible. Bill will be reaching out to each of you in the near future for a personal visit and introduction to members of his new team in order to make sure that you're comfortable with the changes taking place.

Please feel free to reach out with any questions. We at Gasvoda Group strongly encourage open communication with our clients. We look forward to a long and prosperous relationship.

Thank you,

Bill Schmitz and Gasvoda Group Management Team



Colleen Willett

Vice President-Operations

Gasvoda Group

An Employee Owned Company



✉ cwillett@gasvoda.com

☎ 708-891-4400

📞 708-552-7510

📍 1530 Huntington Drive
Calumet City, IL 60409

gasvoda.com



View our Line Card

Gasvoda & Associates • Precision Systems • William Reid • Solberg Knowles • SCADATA

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/01/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 310 South 1st St., Ste. 102 Champaign, IL 61820 217 398-4400	CONTACT NAME: Angela L Penny	
	PHONE (A/C, No, Ext): 800 969-2399	FAX (A/C, No):
	E-MAIL ADDRESS: angie.penny@usi.com	
INSURED Gasvoda & Associates, Inc 1530 Huntington Dr. Calumet City, IL 60409-5402	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Navigators Specialty Insurance Co.	NAIC # 36056
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	SUBR 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 B/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CH23NP3Z0F0M1IC	11/01/2023	11/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84UENAY7MU3	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CH23NP3Z0F0M1IC	11/01/2023	11/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WEAY7MTB	11/01/2023	11/01/2024	<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

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

Village of Oak Park, its officers, officials, employees and volunteers are included as Additional Insured with regards to General Liability and Auto Liability coverages when required by written contract. A Waiver of Subrogation shall be afforded to the above mentioned parties with regards to General Liability, Auto Liability and Workers Compensation coverages when permitted by state law and required by written contract. A 30 day notice of cancellation shall be provided to the Village of Oak Park with exception to non-payment which would be a 10 day notice.

CERTIFICATE HOLDER**CANCELLATION**

Village of Oak Park
123 Madison Street
Oak Park, IL 60302

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





Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name GASVODA & ASSOCIATES, INC.

File Number 53098231

Status ACTIVE

Entity Type CORPORATION

Type of Corp DOMESTIC BCA

Incorporation Date (Domestic) 05-25-1983

State ILLINOIS

Duration Date PERPETUAL

Annual Report Filing Date 06-21-2024

Annual Report Year 2024


Agent Information M S GASVODA
1530 HUNTINGTON DRIVE
CALUMET CITY ,IL 60409-5402

Agent Change Date 06-06-2002

Services and More Information

Village of Oak Park
Department of Public Works
Water & Sewer Division
MEMORANDUM

Date: December 18, 2023

To: Rob Sproule, Public Works Director 

From: Michael Bills, Water & Sewer Superintendent

Re: Professional Service Agreement for SCADA Integration Services 2024 with S.W. Schmitz, LLC d.b.a. Automatic Control Services

The Village of Oak Park's (Village) Supervisory Control and Data Acquisition (SCADA) system is a tool used by the Village's water operators to interface with the equipment used to supply water to the Village's distribution system. This system includes hardware and software used for the automation of the water treatment and supply process. SCADA is an integral component of the water supply system and requires ongoing maintenance to ensure that it always functions properly.

Village Staff posted a Request for Proposals (RFP) for qualified SCADA integrator consultants for services related to the Village's drinking water SCADA system for calendar year 2024 on November 8, 2023. One proposal was received by S.W. Schmitz, LLS d.b.a. Automatic Control Services. This vendor currently provides these services for the Village. Automatic Control Services has completed many projects for the Village's SCADA system and are very professional. The hourly rate from Automatic Control Services' remains unchanged from 2023 and staff is recommending entering into a professional service agreement with them.

The proposed Fiscal Year 2024 provides a total of \$47,000.00 for Supervisory Control and Data Acquisition (SCADA) system maintenance and upgrades in the Water and Sewer Fund, Capital Improvements, account No. 5040-43730-776-570707 (\$22,000.00) and External Support, account No. 5040-43730-776-530667 (\$25,000.00). Please forward the attached Professional Services Agreement with a Not to Exceed amount of \$47,000.00 with S.W. Schmitz, LLS d.b.a. Automatic Control Services to the Village Manager for approval.

Please feel free to contact me with any questions.

Proposal Summary: Project 24-108; Scada Integration Services 2024			
<u>PROPOSER NAME</u>	<u>Bid</u>	<u>Hourly Rate</u>	<u>COMMENTS</u>
Automatic Control Services	Hourly rate for Monday through Friday, 7 am to 5 pm	\$ 130.00	Sole Proposer
	After-hours rate (Monday through Friday, after 5 pm)	\$ 130.00	
	Phone consultation rate	No Charge	
	Travel fee	No Charge	
	Overtime Hourly rate	\$ 195.00	
	Office/Bench time rate	\$ 95.00	
	Our material mark-up rate	5%	
		Lump Sum	
	Alternate Bid Item 1	\$ 21,868.00	



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 26th day of December, 2023 between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and S.W. Schmitz LLC d.b.a. Automatic Control Services, a limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the Village intends to have professional services performed by Consultant to provide SCADA Integration Services pursuant to Consultant's Proposal dated November 21, 2023, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal"), the Village's Request for Proposals dated November 8, 2023, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

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

1. RECITAL INCORPORATED.

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

2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional environmental engineering services, as more completely described in the Consultant's proposal (hereinafter referred to as the "Services") and the Village's RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

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

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

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

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

2.6. The Consultant shall be an independent contractor to the Village. The Consultant 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 Consultant. The Consultant'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 Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$47,000.00. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance

of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (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 Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

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

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by

Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

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

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

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

5. INDEMNIFICATION.

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

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior

written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

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

(D) **Comprehensive Automobile Liability:**

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

Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

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

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

7. SUCCESSORS AND ASSIGNS.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

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

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

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

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

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

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

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

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

12. SAVINGS CLAUSE.

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

13. NON-WAIVER OF RIGHTS.

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

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

14. THE VILLAGE'S REMEDIES.

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

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are

defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

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

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

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

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

15. NO COLLUSION.

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

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

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

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

18. NOTICE.

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

If to the Village:

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

If to the Consultant:

William R. Schmitz
Partner
Automatic Control Services
1528 Oswego Road
Naperville, Illinois 60540
Email: bill@swschmitz.com

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

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

19. BINDING AUTHORITY.

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

20. HEADINGS AND TITLES.

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

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

22. EFFECTIVE DATE.

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

23. AUTHORIZATIONS.

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

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant 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 Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant'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 Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant 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

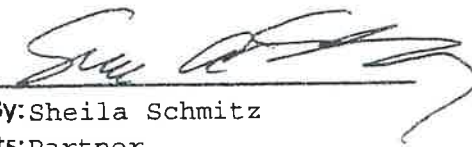
Date: December 20, 2023

S.W. SCHMITZ, LLC D.B.A.
AUTOMATIC CONTROL SERVICES


By: William R. Schmitz
Its: Partner

Date: 12/25, 2023

ATTEST:


By: Sheila Schmitz
Its: Partner

Date: 12/25, 2023

REVIEWED AND APPROVED
AS TO FORM


DEC 18 2023
LAW DEPARTMENT

	Project 24-108: Pre-Bid Meeting Sign-In Sheet			
	Date: 11/13/2023 at 9:00 AM			
	Name	Company Name	Phone Number	Email
1	Orlando Velasquez	Village of Oak Park	708-358-5700	ovelasquez@oak-park.us
2	William Schmitz	Automatic Control Services	630-357-1780	bill@swschmitz.com
3	-	-	-	-
4				
5				
6				
7				
8				
9				
10				



LEGAL NOTICE

The Village of Oak Park will receive sealed proposals from qualified contractors at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **3:00 p.m. on Wednesday, November 22, 2023** for the following:

**Village of Oak Park
SCADA Integration Services
Project Number: 24-107**

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

Published in Wednesday Journal
November 8, 2023



Automatic Control Services

1528 Oswego Rd. Naperville, Illinois 60540

(630) 357-1780

SWSchmitz LLC d/b/a Automatic Control Services

David LaMontagne established Automatic Control Services (ACS) in 1973. William Schmitz was hired in July 1984. Mr. LaMontagne retired in September 2002 selling the business to Mr. Schmitz. At that time Mr. Schmitz established SWSchmitz LLC and continues operating Automatic Control Services as it is today.

In the mid 1990s the water treatment control industry was migrating from proprietary types of control equipment to the more open and versatile Programmable Logic Controller (PLC) based systems. At that time Automatic Control Services was the Chicago area service representative for the Aquatrol Corporation. When Aquatrol was dissolved ACS reestablished itself as a Systems Integrator. Since that time ACS has installed, upgraded, and maintained water Supervisory Control and Data Acquisition (SCADA) equipment for over 45 municipalities in northern Illinois and Indiana. These systems range from simple to complex. Simple systems may include one controller and one operator interface terminal (OIT). Complex systems include multiple sites with controllers and OITs all reporting to an operations center via electronic communications. The operations center include at least one SCADA computer running a Human Machine interface software (HMI) such as Wonderware InTouch or GE Proficy iFix. These complex systems often include panel front OITs for backup control in the event of an HMI computer failure. ACS also supplies and supports process monitoring equipment, radio and cellular remote communications, and remote control panels.

Automatic Control Services' list of projects and references are available upon request.

Automatic Control Services has the experience and talent to execute Systems Integration projects for the municipal water/wastewater treatment industry.

Automatic Control Services offers these examples of the quality workmanship with which we will build your systems and the high level of customer satisfaction for which we strive.

1) Village of Niles, Illinois Water Department

ACS holds a contract with the village of Niles for SCADA integration services. This is a one year contract for the calendar year 2023. ACS has maintained a contract with the village since 2017.

ACS upgraded the control system. The existing hardware was no longer supported. The control system was upgraded to Allen Bradley PLCs and GE iFix HMI (2012). ACS works closely with the village IT department. The village uses fiber optic communication connections between all village locations and SCADA system locations.

The Village of Niles has utilized the services of Automatic Control Services since the late 1970s.

2) Brookfield-North Riverside Water Commission.

ACS replaced antiquated SCADA hardware and software with an Allen Bradley PLC based control system. A computer running iFix software was installed at the commission office (2002). Since that time ACS has performed all system upgrades and added radio communications to replace telephone line communications (2006). ACS Recently replaced outdated PLCs and installed cellular communications (2023).

Brookfield-North Riverside Water Commission has utilized the services of Automatic Control Services since 1988.

3) Justice-Willow Springs Water Commission

ACS replaced antiquated hardware with an Allen Bradley PLC based control system. A computer running iFix software was installed at the commission office. A radio communication system was also installed at this time (2010). Since that time ACS has performed all system upgrades.

Justice-Willow Springs Water Commission has utilized the services of Automatic Control Services since the 1970s.

4) Deerfield Illinois Water Department

ACS installed a computer running Intellution Fix32 software (precursor to iFix) at the water department office. An Omron PLC was installed, hardwired into the existing communications hardware, and interfaced with

the SCADA computer. (1998). A new pumping station was added which included four Allen-Bradley variable frequency pump drives. ACS interfaced with these drives utilizing a Device Net network controlled by an Allen-Bradley PLC. In conjunction with this new pumping station, ACS completed the replacement of antiquated hardware at five locations with Allen-Bradley PLCs. Data was collected from the remotes over dedicated phone lines. As per design, the upgrade was carried out over a two year period. While the change over was underway both systems ran in unison. The PLC control system upgrades for remote pumping stations included VFD driven pumps (2002).

The Deerfield water department has utilized the services of Automatic Control Services since the 1970s.



Automatic Control Services

1528 Oswego Rd.
Naperville, Illinois 60540
(630) 357-1780

November 21, 2023

Automatic Control Services hourly rates.

• Hourly rate for Monday through Friday, 7 am to 5 pm	<u>\$130.00</u>
• After-hours rate (Monday through Friday, after 5 pm)	<u>\$130.00</u>
• Phone consultation rate	<u>\$0.00</u>
• Travel fee	<u>\$0.00</u>
• Overtime Hourly rate	<u>\$195.00</u>
• Office/Bench time rate	<u>\$95.00</u>
• Our material mark-up rate	<u>5%</u>

William R. Schmitz

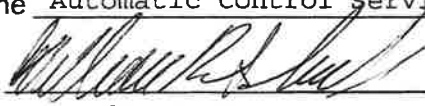
SECTION IV
PROPOSAL FORM

This Proposal is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Proposer has read and agrees to all terms and conditions of this RFP.

The Proposer has included a typed submission consistent with the specification of this RFP on their company letterhead.

Alternate Bid Item #1 Lump Sum Cost: \$ 21,868.00

Company Name Automatic Control Services

By: 
(Signature)

Printed Name William R. Schmitz

Title Partner

Email bill@swschmitz.com

Company Address 1528 Oswego Rd.

Naperville, IL. 60540

Date of Proposal 11/20/2023

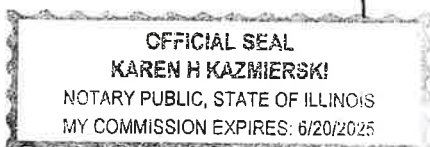
Telephone # 630-399-8849

Subscribed and sworn to before me this 21st day of November, 2023.

KAREN H. KAZMIERSKI in the State of Illinois. My Commission
Notary Public

Expires on 6/20/2025

Karen H. Kazmierski



SECTION V
PROPOSER CERTIFICATION

Automatic Control Services, as part of its Proposal on an agreement for SCADA Integration Services for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.



(Authorized Agent of Proposer selected)
William R. Schmitz

Subscribed and sworn to before me this 21st day of November, 2023.



Notary Public's Signature

- Notary Public Seal -




SECTION VI
TAX COMPLIANCE AFFIDAVIT

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

SWSchmitz, LLC d/b/a Automatic Control Services
(Proposer selected)

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


By: William R. Schmitz
Its: Partner

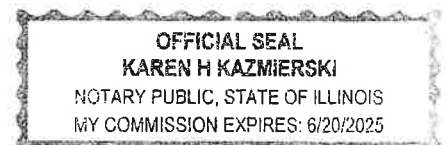
(name of Proposer if the Proposer is an individual)
(name of partner if the Proposer is a partnership)
(name of officer if the Proposer is a corporation)

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

Subscribed and sworn to before me this 21st day of November, 2023.


Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF PROPOSING 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 SWSchmitz LLC

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

William R. Schmitz

Sheila Schmitz


Signature


Signature

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

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

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

Signature of Owner

SECTION VIII
COMPLIANCE AFFIDAVIT

I, William R. Schmitz, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Partner of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: 

Name and address of Business: SWSchmitz, LLC d/b/a Automatic Control Services
1528 Oswego Rd., Naperville, IL 60540

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.

Telephone 630-399-8849

E-Mail bill@swschmitz.com

Subscribed to and sworn before me this 21st day of November, 2023.

Karen H. Kazmierski
Notary Public

- Notary Public Seal -



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. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

1. Contractor Name: SWSchmitz, LLC d/b/a Automatic Control Services

2. Check here if your firm is:

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

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

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

0 Number of full-time employees

0 Number of part-time employees

4. Similar information will be requested of all sub-Contractors working on this 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: 11/21/23

EEO REPORT

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

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

Contractor Name _____

Total Employees _____

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

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

_____ being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)
 of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it
 be relied upon. Subscribed and sworn to before me this _____ day of _____, 20__.

(Signature)

(Date)



New Facility Hours and Appointments

APPOINTMENTS REQUIRED for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for extended hours and appointment availability.



Business Entity Search

Entity Information

Entity Name S.W. SCHMITZ, LLC

Principal Address 1528 OSWEGO ROAD
NAPERVILLE, IL 60540

File Number 00767301

Status ACTIVE on 06-27-2023

Entity Type LLC

Type of LLC Domestic

Org. Date/Admission Date 08-26-2002

Jurisdiction IL

Duration 01-01-2102

**Annual
Report
Filing
Date**

06-27-2023

**Annual
Report
Year**

2023

**Agent
Information**

WILLIAM R. SCHMITZ
1528 OSWEGO ROAD
NAPERVILLE, IL 60540

**Agent
Change
Date**

08-26-2002

Services and More Information

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

[Purchase Master Entity Certificate of Good Standing](#)

[Purchase Assumed Name Certificate of Good Standing](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

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 Preferred Insurance Network, LLC 980 N. Michigan Ave., 14th Floor Chicago, IL 60611	CONTACT NAME: Jeri McGovern
	PHONE (A/C, No, Ext): (312)465-2100 FAX (A/C, No): (847)215-0774
	E-MAIL ADDRESS: jmcgovern@4pin.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company, LTD NAIC # 11000
	INSURER B: Hartford Underwriters Insurance Company 30104
	INSURER C: Hartford Insurance Company of Illinois 38288
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00005242-1416447 **REVISION NUMBER:** 16

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	83SBAAE5426	01/09/2024	01/09/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		83UECAC6950	01/09/2024	01/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		83SBAAE5426	01/09/2024	01/09/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	83WECBW7943	02/27/2023	02/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		83SBAAE5426	01/09/2024	01/09/2025	Per Occurrence 3,000,000 Retention 10,000

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

Certificate Holder is an additional insured per the terms and conditions of the policy.

Workers Comp: Sheila Schmitz-Officer is Excluded

CERTIFICATE HOLDER

Village of Oak Park
201 South Ave
Oak Park, IL 60302

CANCELLATION

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

(JLM)

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SECTION I
REQUEST FOR PROPOSALS (RFP)
INSTRUCTIONS AND SPECIFICATIONS FOR:

SCADA Integration Services
Project No. 24-107
Issuance Date: November 8, 2023

The Village of Oak Park (Village) will be accepting Proposals from qualified contractors for Supervisory Control and Data Acquisition (SCADA) integration services for the Village's drinking water system. The Public Works Department will review and evaluate the proposals. Any agreement awarded as a result of this Proposal will be executed by the Village Manager as authorized by the Village Board.

Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on **Wednesday, November 22, 2023**.

Specifications and Proposal forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

There will not be a formal "bid opening" for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from Orlando Velasquez, Senior Pumping Station Operator at 708.358.5749 or OVelasquez@Oak-Park.US.

Submission of Proposals:

Proposals shall be submitted on the Proposal Form included herewith. Proposals shall be submitted on official company letterhead. The proposal shall be submitted in a sealed envelope marked **"Proposal # 24-107 SCADA Integration Services"**, shall bear the return address of the proposer, and shall be addressed as follows:

To: Orlando Velasquez
Senior Pumping Station Operator
Public Works Department
201 South Blvd.
Oak Park, IL 60302

*** A MANDATORY PRE-BID MEETING SHALL BE HELD ON MONDAY, NOVEMBER 13, 2023 AT 9:00 AM AT THE CENTRAL PUMPING STATION, LOCATED AT 129 LAKE ST. OAK PARK, IL. BIDS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING WILL NOT BE CONSIDERED***

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

SECTION II

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

The proposal must be submitted on the forms furnished and delivered to the Public Works Department by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the Contractor entity. The proposal is contained in this document and must remain attached thereto when submitted.

Costs of Preparation

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

Award of Contract

The Village will select a Contractor it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other factor or qualifications for the type of services required. The Village also reserves the right to reject all proposals, to waive technicalities, and to accept any item of any proposal unless the Contractor includes a restrictive limitation. The Village may choose to inspect, investigate and interview proposers before making a selection.

Contract Term

The initial contract term shall be from January 1, 2024 to December 31, 2024. The Village has the right to renew the contract on an annual basis for two (2) optional one-year terms (January 1 to December 31).

Contract Renewal

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal. Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows: The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100). Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. Any applicable adjustment shall take effect on January 1st.

Recertification

If the Village renews the contract for an additional one-year term, the Proposer will provide the Village with a renewed certification in the form of Section VIII indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village. All work shall be completed in accordance with the detailed specifications set forth herein this document.

Contractor's Certification

Contractors and all proposed subcontractors must complete the Contractor Certification in Section VIII of this RFP. If the Contractor submits a false certification, the Village will disqualify the Contractor from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subcontractor, then the Contractor's submitted bid will not be declared void if the Contractor terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false.

Taxes not Applicable

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should not be included in price quotations.

Withdrawal of Proposals

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

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Proposal requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Proposals. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Compliance with Applicable Laws

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

Rejection of Contractor

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

Conditions

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

Governing Law

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

Fees and Cost

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

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute. All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Subletting of Agreement

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

Interpretation of Agreement Documents

Any Contractor with a question about this Proposal may request an interpretation thereof from the Village no later than 8:00 A.M. on Tuesday, November 14, 2023. If the Village changes the Proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the Addenda on the Village website no later than 1:00 P.M. on Friday, November 17, 2023. All Proposers will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Contractors responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Proposal submission on the sealed bid envelope.

Minority Business and Women Business Enterprise Requirements

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

Agreement

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

Familiarity with Scope of Services, Terms Conditions and Requirements

Contractors shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Contractor's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

Defaulted Contractors

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

No Collusion

The Contractor must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

Alterations, Omissions and Extra Work

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

Damage to Property

Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Supervisors must be fluent in the English language and capable of reading and writing English.
3. Technicians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see below).
4. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
5. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Water & Sewer Superintendent or his designee any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

SECTION III DETAILED SPECIFICATIONS

General Scope of Work

Upon request from the Village, the contractor will perform repairs, maintenance, improvements, and upgrades to the Village's drinking water SCADA system including to both the software and hardware at its three pumping stations. Due to the critical importance of the Village's SCADA system, depending on the severity of an equipment or software failure, emergency work by the contractor may be required regardless of the time or day. It shall be understood that field devices monitored/controlled by the SCADA system may be located outdoors or in confined spaces, the contractor shall be willing and able to provide services to these devices. All applicable Illinois Department of Labor Laws and Occupational Safety and Health Administration Regulations shall be followed. Additionally, the contractor shall be expected to share the Village's high level of interest in the preservation of its cybersecurity; all applicable Village Information Technology policies shall be followed. The Village of Oak Park's intention is to schedule services on a routine basis throughout the year; scheduling shall be by mutually agreement. Proposers shall provide their rates/fees for the items below.

1. Hourly rate during normal working hours of Monday through Friday, 7:00 am to 5:00 pm;
2. After-hours/ emergency hourly rate (define time frame for after-hours);
3. Phone consultation rate—if applicable;
4. Travel time rate/fee;
5. Overtime rate (extension of work day);
6. Weekend, Sunday, and/or Holiday rates;
7. Office/bench time rate;
8. Material policy(ies) and mark-up rate.

Alternate Bid Item #1

In Fall 2024, the Village seeks to upgrade the SCADA computer at its Central Pumping Station. This computer communicates with the Village's two other pumping stations' SCADA computers via the Village's fiber optic network. This computer allows operators to interface with the local PLC and the PLCs at the other two pumping stations.

The Central Station SCADA computer uses GE iFIX Version 5.9 Full Development License. The SCADA computer communicates with its local PLC and other remote iFIX nodes via ethernet communication. For alarm notifications, the computer uses WIN911 Workspace 2021 R6. The Village maintains an annual support contract with WIN911. WIN911 uses a Multitech cellular modem to send email and

text message alarm notifications. All alarm notifications for the three pumping stations are issued through this computer's WIN911 software. The local PLC is hardwired to a back-up auto dialer for back-up alarm notifications. Additionally, this computer uses XLReporter Version 12.5.1 to automatically record the daily operational statistics for all three pumping stations.

The Village will provide one new Dell workstation for this project. The Village intends to replace the current Precision 5820 Tower with a Precision 3660 Tower Order Code: s105dpt3660us_vp.

The selected contractor shall update the following software to the most current versions: WIN911, iFIX, IGS Driver, and XLReporter. It shall be understood that the selected contractor will procure the software on behalf of the Village, however, the Village shall retain the full ownership of all software on its computers. Proprietary software specific to the selected contractor shall not be permitted. The means and methods shall be the contractor's responsibility and shall be subject to the Village's approval. By the end of this project, the contractor shall provide and complete and fully functional system. The contractor shall duplicate all current drinking water operations, interfaces, and systems to the new computer.

This scope of work lists the most relevant software related to the drinking water system, however, it is not a complete list. The selected contractor shall be responsible for ensuring that all existing SCADA and drinking water operation software is transferred to deliver a fully functional system. Windows operating systems, antivirus, and cybersecurity management will be provided by the Village's IT Department.

As part of this computer upgrade, the selected contractor shall also provide and install a fully-functional Maple Systems Inc. 15.6" Touchscreen HMI with IIoT Features, Model #cMT2166X, at the Central Pumping Station.

The Maple System touchscreen shall:

- Be accessible remotely;
- Display live data from the local PLC including but not limited to: pressures, flow, reservoir levels, pump speeds, pump run signals, chemical injection rates, chemical residuals, alarms, and other pertinent live data for necessary for confirm the proper operation of the water system;
- Be mounted on the front of Central Station SCADA cabinet;
- Allow live operator interfacing with local PLC and the two other remote PLC;
- Be programmed so that its alarms are transmitted to operators via the Back-Up Dialer.

The selected contractor shall integrate and develop a fully-functional human machine interface (HMI) system between the Maple Systems Inc Touchscreen and the local PLC. The selected contractor shall provide training to Village personnel on all new equipment and software.

The selected contractor shall limit the interruption of SCADA and the automatic controls and operations of the Central Pumping Station to a bare minimum throughout this project.

Once selected, the contractor shall consult with the Village on its operational needs and will provide a plan for the implementation of the computer upgrade and Maple System development. The plan will be subject to the Village's approval.

The selected contractor shall provide a one-year warranty on the computer upgrade and Maple Systems HMI system. The selected contractor shall repair, at no cost to the Village, any defect or issue that results from the computer upgrade or Maple Systems HMI system, whether hardware, software, or programming related. The warranty shall include any labor required for programming modifications if the system does not operate as described.

The warranty shall not apply to defects to hardware not purchased by the selected contractor.

The use of subcontractors shall not be permitted.

Contractor Requirements

The selected contractor shall meet the criteria listed below.

- All bidders shall provide three (3) references from projects similar in scope within the past five (5) years;
- Minimum of ten (10) years of recorded experience in drinking water operation-related SCADA work in a municipal setting;
- Bidders shall submit proof of experience requirement;
- In consideration of the potential need for immediate on-site response, the dispatch location for the selected contractor shall be no more than thirty (30) miles from the Village limits.

Submittals:

In addition to rates and fees requested on Page 8, contractors' proposals shall also include the following:

- A brief description of the proposer's capabilities, strengths, and relevant experience in managing and fulfilling similar projects in a municipal drinking water operation setting;
- List of previously awarded contracts for projects similar to this RFP's scope of work;
- List of key personnel that would be assigned to this project; include personnel's individual experience in similar projects;

The Village of Oak Park reserves the right to conduct interviews prior to the selection of the contractor to perform the services described in this RFP.

*** A MANDATORY PRE-BID MEETING SHALL BE HELD ON MONDAY, NOVEMBER 13, 2023 AT 9:00 AM AT THE CENTRAL PUMPING STATION, LOCATED AT 129 LAKE ST. OAK PARK, IL. BIDS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING WILL NOT BECONSIDERED***

SECTION IV
PROPOSAL FORM

This Proposal is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Proposer has read and agrees to all terms and conditions of this RFP.

The Proposer has included a typed submission consistent with the specification of this RFP on their company letterhead.

Alternate Bid Item #1 Lump Sum Cost: \$ _____

Company Name _____

By: _____

(Signature)

Printed Name _____

Title _____

Email _____

Company Address _____

Date of Proposal _____

Telephone # _____

Subscribed and sworn to before me this _____ day of _____, 2023.

_____ in the State of _____. My Commission

Notary Public

Expires on ____/____/____

SECTION V
PROPOSER CERTIFICATION

_____, as part of its Proposal on an agreement for SCADA Integration Services for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.

(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public's Signature

- Notary Public Seal -

SECTION VI
TAX COMPLIANCE AFFIDAVIT

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

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

By:
Its:

(name of Proposer if the Proposer is an individual)
(name of partner if the Proposer is a partnership)
(name of officer if the Proposer is a corporation)

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

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public's Signature

- Notary Public Seal -

SECTION VII
ORGANIZATION OF PROPOSING 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

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 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

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.

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2023.

Notary Public

- Notary Public Seal -

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. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

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 W/W/DBE certifications]

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-Contractors working on this 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 Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Contractor Name_____

Total Employees_____

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

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

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

(Name of Person Making Affidavit)

(Title or Officer)

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

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

(Signature)

(Date)

SECTION X
NO PROPOSAL EXPLANATION

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

Proposal Name: **Project No. 24-107: SCADA Integration Services**

Comments:

Signed: _____

Phone: _____



SECTION XI
SAMPLE ONLY – DO NOT SIGN
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, a _____ corporation/limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the “Consultant”).

RECITAL

WHEREAS, the Village intends to have professional services performed by Consultant to provide _____ pursuant to Consultant’s Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals dated _____, incorporated herein by reference as though fully set forth (hereinafter referred to as the “RFP”), and this Agreement.

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

1. RECITAL INCORPORATED.

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

2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional environmental engineering services, as more completely described in the Consultant’s proposal (hereinafter referred to as the “Services”) and the Village’s RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

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

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

2.4. Village Authorized Representative. The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

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

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant 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 Consultant. The Consultant'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 Consultant because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

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

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

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

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (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 Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

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

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full

and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

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

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

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

5. INDEMNIFICATION.

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

6. INSURANCE.

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

notice to the certificate holder named to the left.” The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

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

(D) **Comprehensive Automobile Liability:**

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

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
---------------------------	----------------

- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

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

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

7. SUCCESSORS AND ASSIGNS.

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

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

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

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

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

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

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

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

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

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

12. SAVINGS CLAUSE.

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

13. NON-WAIVER OF RIGHTS.

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

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

14. THE VILLAGE'S REMEDIES.

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

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

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

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

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

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

15. NO COLLUSION.

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

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

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

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

18. NOTICE.

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

If to the Village:

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

If to the Consultant:

Email:

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

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

19. BINDING AUTHORITY.

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

20. HEADINGS AND TITLES.

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

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

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

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant 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 Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

24.2. In the event of the Consultant'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 Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant 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

[full name of Contractor - capitalized]

By: Kevin Jackson
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST:

By:
Its:

Date: _____, 2023