



EGGEN CONSULTING GROUP, INC.
513 N RAYNOR AVE, JOLIET, IL 60435
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August 17, 2021

PROPOSAL

SCOPE OF WORK

Worksite Employee: The Village hereby agrees to engage the services of ECG to provide, and ECG hereby agrees to supply to the Village, the services of James E. Eggen, hereinafter the "Worksite Employee", to execute the terms of this agreement. ECG shall have the sole authority to assign and/or remove the Worksite Employee, however, the Village may request, in writing, that ECG remove or reassign the Worksite Employee for any lawful reason. Any such request shall not be unreasonably withheld by ECG. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Village's day-to-day supervision. In the event the Worksite Employee is unable to perform the duties of the Agreement, ECG may provide another suitable employee or mutually terminate this agreement.

Independent Contractor: ECG and the Worksite Employee are and shall remain independent contractors, and not employees, partners of, or joint venturers with, the Village. ECG shall have no authority to bind the Village to any commitment, contract, agreement, or other obligation without the Village's express written consent.

Resources: ECG shall provide the worksite employee with onsite transportation and any equipment necessary to perform field investigations or inspections in a supervisory capacity. The cost for said resources shall be included in the hourly rate.

Workforce Development: Worksite Employee shall provide mentoring and development of key personnel in the Water and Sewer Division of Public Works.

The scope of work covered with this proposal is to assist the Department of Public Works with further development and management of Operation & Maintenance (O&M) programs for the Water and Sewer Division of the Public Works Department as assigned, including but not limited to:

- Large Meter Testing and Replacement,
- Fixed Base Automatic Meter Reading,
- Meter Shop development,
- Lead Water Service Line Replacement,
- Water Meter Resizing and Upgrade,
- Unaccounted for Water Loss Reduction,
- Design and supervisory services for Capital Improvement Projects

This proposal does not allow for final design services to be rendered which requires approval by a licensed professional engineer in the State of Illinois.

CHANGES IN SCOPE

Changes to the scope of services shall be mutually agreed to by both parties of this Agreement. ECG shall submit change orders for all requested changes in scope which incurs expenses outside the scope of this agreement.

VILLAGE RESPONSIBILITY

The Village agrees to make available to ECG the necessary records and information maintained in the Village's facilities to carry out the scope of work as assigned. The Village agrees to provide working space and administrative support. The Village agrees to take full responsibility for work performed by its employees, contractors, suppliers, vendors and other professional consultants during the duration of this agreement.

TERM OF AGREEMENT

Upon its approval, this agreement will replace any open agreements between ECG and the Village concerning the services of the specified Worksite Employee. This agreement will serve as a multi-year agreement, completing the remainder of 2021 and extending through the 2023 calendar year.

This agreement will renew annually in accordance with terms herewith and as mutually agreed to by both parties of the agreement. This Agreement can be terminated by either party in accordance with the terms of this agreement or by executing a successor agreement.

COMPENSATION

Services shall be provided on an hourly rate basis for services performed at a rate of \$86.00 per hour for the remainder of 2021, increasing to \$89/hr. after January 1, 2020 and then a 3% each subsequent January 1st.

Rate Table

Year	Hourly Rate
2021, Q4	\$86/hr.
2022	\$89/hr., effective January 1, 2022.
2023+	3.5% increase annually there-after.

Work shall be performed on site at Village facilities on a part time basis, not to exceed 36 hours or four (4) days per week without prior authorization. The typical work week will be three (3) days at 27 hrs. per week.

Vacation/Sick Days: Three weeks (15 days) vacation time and one week (5 days) sick time will be allowed for the Worksite Employee to be away from Village facilities where days away from the Village shall not be considered as non-performance of the Agreement. Vacation and Sick Days will not be billable to the Village.

Travel/Training/Conference Days: The Worksite Employee will be allowed sufficient time away from performing Village duties onsite to attend training sessions and conferences to performing Village duties. Days offsite shall not be considered as non-performance of this Agreement. Costs for attending training sessions and conferences, including associated travel expenses will be paid by ECG and will not be considered reimbursable by the Village.

ECG shall maintain complete records of all wages and benefits paid and personnel actions taken by the Worksite Employee. The minimum billable time period shall be 15 minutes or one quarter (¼) hour. Billing for services rendered shall occur every two weeks. Reimbursable expenses incurred while performing the services of this agreement, including but not limited to travel and meal expenses, will be billed at actual costs and will not be included as a part of the value of this agreement.

The Village agrees that the Village will not pay any wages, salaries or other forms of direct or indirect compensation, including employee benefits, to the Worksite Employee.

PROFESSIONAL RESPONSIBILITIES AND INSURANCE

ECG shall maintain insurance coverage for the duration of this agreement as follows:

Commercial General Liability	
General Aggregate	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00
Professional Liability: Per Claim/Aggregate	\$2,000,000.00
Comprehensive Automobile Liability	\$1,000,000.00
Umbrella Coverage: Each Occurrence/Aggregate	\$2,000,000.00

Professional Liability Coverage does not cover final design related services as design services are not included within the scope of services for this proposal.

Village of Oak Park
Administrative Services Proposal
August 17, 2021

Worker's Compensation Insurance will not be provided, as coverage is not required for owners and ECG does not have employees which require coverage of this class.

OPINION OF COSTS

Any opinions of cost prepared by ECG are supplied for general guidance only. ECG has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Village.

TERMINATION OF AGREEMENT

ECG agrees to provide a minimum 60-day notice to the Village upon voluntary termination by the Worksite Employee.

The Village agrees to provide a minimum 14 day notice to ECG upon desire to terminate this agreement. The final two weeks of service shall consist of two (2) thirty hour (30 hrs.) weeks, compensated at the current rate at the time of separation in accordance with this agreement.

SEVERABILITY

If any part or condition of this Agreement is found to be void or invalid, removal of such shall not affect any other provision of this Agreement, which shall continue to be effective as so the void or invalid section had not been made.

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James E. Eggen

James E. Eggen, P.E.

Date: August 17, 2021