

**Request for Proposals (RFP)
For Comprehensive Racial Equity Community
Needs Assessment**



RFP Response



**Great Cities
Institute**

University of Illinois at Chicago

March 14, 2023

Cover Letter

The Great Cities Institute (GCI) is a university-wide, interdisciplinary research institute founded in 1995. GCI is located on the University of Illinois at Chicago's campus in the College of Urban Planning and Public Affairs with ten full-time and eight part-time staff. Over its 28-year history, GCI has become a leader in urban, engaged research and embodies UIC's commitment as an Engaged University. GCI's mission is to link its academic resources with a range of partners to address urban issues by providing research, policy analysis and program development.

Tied to the UIC Great Cities Commitment, GCI seeks to improve quality of life in Chicago, its metropolitan region, and cities throughout the world. GCI convenes UIC faculty and national and international researchers to formulate multidimensional, quality responses to today's urban challenges; produces engaged research to disseminate relevant analysis that contributes to equity, justice and quality of life in cities and metropolitan regions around the world; and improves community planning, programming, and capacity through community engagement, technical assistance, and training.

Staff are experts in community needs assessments, participatory planning, racial equity, participatory action research, community engagement, partnership development, community-university partnerships, meeting facilitation, community outreach and communications, community development, and urban planning. GCI has a long history of successful partnerships with community-based organizations, neighborhood-based businesses, elected officials, and local residents. Staff have conducted numerous community needs assessments over the last ten years as part of community planning projects, racial equity projects, and the participatory budgeting initiative.

Racial equity and justice are GCI's core values and a racial equity lens is applied to the research, programs and initiative work that the Institute engages in. A specific example includes the Racial Equity and Improving Local Governance pilot. The pilot provides training, technical assistance, and coaching to participants on the principles of racial equity driven organizational change and how to apply disciplined, practical approaches to incorporate equity into management and leadership decision-making processes unique to their community. Another example is the Illinois Racial Equity and Racial Justice Landscape Scan, which seeks to better understand the ecosystem of organizations focusing explicitly on racial equity work across Illinois. Not only can GCI develop great research to guide us into a more equitable future, but it also has the experience in guiding institutions in meeting that future.

GCI reflects the values, technical skills, and track record to facilitate community learning and to guide that learning into action through research and support. We thank you for your consideration.



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Respondent Background

Role	Staff Member
Account Executive / relationship manager	
Prime Investigator Project Manager	Kathleen Yang-Clayton, PhD
Co-Prime Investigator	Thea Crum
Researcher	Adam Slade
Researcher	Katherine Faydash

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Participating Staff

Kathleen Yang-Clayton, Ph.D.
Senior Fellow, Great Cities Institute
Clinical Associate Professor, Public Administration
Associate Dean, Diversity, Equity, and Inclusion

Dr. Kathleen Yang-Clayton brings extensive legislative, advocacy, organizing and applied research experience to her clinical professor position in the Department of Public Administration, College of Urban Planning and Public Affairs at the University of Illinois-Chicago. She is also a Research Fellow at the [Great Cities Institute](#). Her most recently funded work was on the Illinois 2020 Census, providing training and applied data analysis to over 350 nonprofits, public agencies (libraries, public health systems) and local municipalities to increase self-response rate numbers in Hard to Count communities. Her current work on democratic systems issues focuses on voting rights, redistricting, and racial equity. She also is leading two major racial equity projects for the Forest Preserves of Cook County and the City of Evanston that focus on the internal environment of public organizations and how to operationalize racial equity practices to improve government performance and impact. She was appointed associate dean for diversity, equity and inclusion at her college in 2021.

Dr. Yang-Clayton is a member of several national initiatives sponsored by the [Kettering Foundation](#), [International City/County Management Association](#) and the [National League of Cities](#) such as the inaugural Leadership Institute on Race, Equity, and Inclusion and learning exchanges on public administration and democratic practice. Her experience in social and racial justice campaigns includes immigrant and voting rights issues, with a current focus on expanding the use of racial equity policy analysis across a range of sectors and issue areas. Her cross-movement work on voting rights resulted in the passage of landmark legislation in Illinois that expanded access to underserved communities through Same Day Registration. She has given presentations and participated on panels related to voting rights, redistricting and racial equity at numerous conferences and meetings. She is a co-founder of a racial equity leadership development organization, sits on several boards and associations, is the faculty adviser for UIC's chapter of the Roosevelt Institute and recipient of civic engagement research awards for UIC faculty by the Institute for Policy and Civic Engagement at UIC.

Dr. Yang-Clayton received her Ph.D. in Sociology from the University of Chicago. She also holds a M.S. in Natural Resource and Agricultural Economics from the University of Arizona and has worked as an agricultural economist for the World Bank in Sub-Saharan Africa. She has served on numerous committees and commissions such as the Chicago Metropolitan Agency for Planning and the Institute for Translational Medicine at the University of Chicago and is a 2014 Edgar Fellow. When not thinking about policy and political reform, Kathleen loves tabletop and role-playing games and is both thrilled and saddened that someone else beat her to developing a redistricting-based tabletop game called [Mapmaker: The Gerrymandering](#). She is currently working on a LARP-based voting rights game where an intrepid band of voters needs to defeat the recent slew of voting rights restrictions in order to cast their ballot. Major areas of academic interest: voting rights, Census and redistricting, urban education governance, racial equity impact analysis, immigrant integration programs and reform, Asian American politics and identity

Thea Crum
Associate Director, Neighborhoods Initiative at the Great Cities Institute
University of Illinois at Chicago

Thea Crum, MUPP, is the Associate Director of the Neighborhoods Initiative at the Great Cities Institute at University of Illinois at Chicago (2011-present) and previously served as Program Coordinator (2008-2011). In these roles, she designs programs, raises funds, leads multiple projects, supervises students, and coordinates with community and internal partners. She provides overall project management of initiatives and programs that have included the Community Economic Development Research Cluster, the Civic Leadership Training Program, serving as Assistant Director on the ChiWest ResourceNet capacity building project, and serving as Project Director for the Participatory Budgeting Chicago Initiative. She served as Assistant Director on the Illinois ResourceNet Initiative, which helped to secured over \$113 million in new federal resources for communities across Illinois over four years of technical assistance. She holds a BFA from University of Wisconsin (1998) at Madison and a Master of Urban Planning and Policy from University of Illinois Chicago (2011).

Crum has over 15 years of experience in the areas of community development, capacity building, and civic engagement. Previously she served as Consultant and Project Manager to the Domestic Violence & Mental Health Policy Initiative (2004-2008), where she was responsible for developing operations policies, fiscal management of a \$1.5 million annual budget, and day-to-day operations management. She served as Associate Director of Operations to Women's Economic Agenda Project (2002-2004), where she was responsible for day-to-day organizational management. She regularly gives public and conference presentations on Participatory Budgeting, guest lectures in graduate courses, and publishes research and practitioner reports. She recently presented on Advanced Participatory Budgeting at the Second White House convening on Participatory Budgeting in the United States. She co-authored "Youth Citizenship in Action" (2018), "Democratizing Tax Increment Financing Funds through Participatory Budgeting" (2016) and "The Civics of Community Development: Participatory Budgeting in Chicago" (2015), which share best practices and general findings from the research and evaluation conducted annually on participatory budgeting in Chicago.

Crum is a member of Global Participatory Budgeting Practitioner Board (2019 – present) and recently served on the North American Participatory Budgeting Research Board (2014-2019) and the Young Nonprofit Professionals Network (2012-2018).

**Adam Slade, MPPA, M.Ed.
Visiting Research Specialist**

Adam Slade brings over ten years of government operations and organizational change management experience in his work as a researcher and consultant. He has worked with universities, school districts, cities, counties and provincial governments in different capacities. He is particularly focused on issues of equity in public policy, government process improvement, financial policy formulation, and performance measurement.

Most recently Adam is completing a racial justice organizational scan in Illinois for the Grand Victoria Foundation. He also has worked with the Forest Preserve District of Cook County on their racial equity transformation and strategic plan. He also was a facilitator and researcher for the City of Chicago Budget Engagements for the 2022 and 2023 budgets. He has experience in conducting many Racial Equity Impact Assessments (REIA). Engagements include evaluating, the National Teachers Academy school closure proposal, the Englewood High School closures proposal, the Logan Square CDOT redevelopment proposal, and the Lincoln Yards/78 TIF Development proposal. These engagements have resulted in many policy and process changes at the Village of Chicago. He has advised on racial equity transformation efforts at the Forest Preserve District of Cook County and has conducted a Diversity and Inclusion accreditation findings review for the Department of Public Administration at the UIC College of Urban Planning and Public Affairs.

His extensive experience in leading organizational process assessment and change management for government organizations. He has provided technical assistance to many local units of government around municipal capacity building in the Northeastern Illinois region. As an Associate at the Metropolitan Planning Council, he provides technical assistance to local units of government around capital planning, financial condition and process improvement. As a Senior Consultant at the Government Finance Officers Association, he worked with a variety of governments, including Village, county, and state government organizations during their business process analysis and transformation activities. His work there ranged from budget process and organizational assessments to constructing Enterprise Resource Planning (ERP) business requirements and provisions for RFP development and selection. His experience also includes the consultant and implementation of ERP/Public Budgeting software for Tyler Technologies and NTT Data for public sector organizations. He also worked as an Appeals and Policy Analyst at the Cook County Board of Review, advocating for fair property assessments across Cook County.

**Katherine Faydash, MUPP
Affiliated Researcher**

Katherine Faydash (she/her) is an urban planner and editor, and a consultant in both. She works across fields in publishing, planning, and strategic communications as an interdisciplinary problem solver. She is dedicated to amplifying voices and ideas through community narrative. As a consultant, she helps clients translate and develop their vision and ideas into plans and guiding documents to facilitate communications with stakeholders and funders. She has partnered with university-affiliated research centers on a variety of policy projects, most recently as project manager and affiliated researcher for the UIC Great Cities Institute's Illinois Racial Equity and Racial Justice Landscape Scan, conducted for the Grand Victoria Foundation. Other research has addressed conservation planning, participatory democracy, and more. As planning consultant, she has been primary author of highly lauded community-driven plans, including the bilingual, multicultural comprehensive plan for the City of West Chicago (a project for the consulting firm Muse Community + Design), which won the Illinois chapter's Daniel Burnham Award for a Comprehensive Plan, recognized for its pathbreaking addressing of social and economic capital and its "intentional and radically inclusive process."

As planning consultant, she was also primary author of the Washington Park Economic Development Action Plan, a neighborhood-based plan developed for the Regional Transportation Authority to celebrate and leverage resident-identified assets to drive the local economy (also a project for Muse). As editor, she has shaped hundreds of books over the years across dozens of fields, working as well to develop book projects with authors. With a specialty in scholarly nonfiction, her favorite projects have touched on Latin America, urbanism, ethnography, and sociology. She currently is an adjunct instructor in editing for University of Chicago Professional Education program, where she teaches developmental editing and manuscript editing. Katherine is former adjunct faculty at DePaul University's College of Law, where for many years she led an immersive practicum focused on human rights and community development alternatives in Chiapas, Mexico. She is bilingual and edits, facilitates, writes, and researches in Spanish as well.

Proposed Scope of Work

The scope of work proposed will be done in four phases: 1) Discovery and Engagement Planning, 2) Research and Organization Assessment, 3) Research Findings, and 4) Racial Equity Action Planning Support.

Phase I – Discovery and Engagement Planning

Initial Consultation. GCI will meet with the Chief DEI Officer and/or other Village Manager designee(s) to review proposed scope of work, identify areas of interest, priorities and approaches. This will include of relevant village documents such as the OP CARES equity framework and a discussion of the needs facing the Village.

Design Research Study. Service Provider shall design a mixed method research study which may include community surveys, focus groups, interviews and observations. Said research design must be responsive to language and accessibility access. Upon completion, there will be a review of the research design with Chief DEI Officer.

The initial framework for the research design will result in two sections: 1) Community profile rooted in public data, and 2) an engagement plan. The Community Profile will provide a snapshot of the Village of Oak Park and provide data characteristics of the community for consideration. The Engagement Plan will describe the recruitment, selection and process of public engagement. An initial design would include three specific groups: 1) internal staff, 2) sister agencies / community organizations, and 3) the general public. The anticipated number of participants will guide the engagement design to incorporate the maximum amount of feedback from these stakeholder groups within the given time constraints.

Anticipated Consultants Tasks	Anticipated Village Tasks
<ul style="list-style-type: none">• Review prior equity work and goals of the project with Chief DEI officer and other stakeholders• Draft research design	<ul style="list-style-type: none">• Set up meeting facilities• Identify and invite participants• Participate in meetings

Key Deliverables:

- Draft research design

Phase II – Research and Organization Assessment

Conduct Racial Equity Needs Assessment. The needs assessment will be done in three parts. The first is a community profile based on public data as designed in phase one. Village demographics and outcomes data will be collected to provide a snapshot of current community conditions.

The second part will be the assessment of community need based on the perception and experience of village staff that deal with the public directly. Understanding equity needs from public servants serves two purposes: providing a perspective on what residents seek from their government and barriers to equity in service effectiveness, and an evaluation of awareness of government actors of the institutional barriers or lack of resources in achieving more equitable outcomes.

The third part of the assessment focuses on engaging the public. Building on the design of Phase I, GCI will deliver a guided conversation with external stakeholder groups and residents through roundtable conversations and/or online surveys as scoped out with the Village in Phase I.

All three of these activities will capture data that informs an assessment of racial equity needs for the Village of Oak Park, including identifying gaps in existing and developing programs, plans, policies, and practices of the Village's community both from inside Village government as well as with the general public.

Anticipated Consultants Tasks	Anticipated Village Tasks
<ul style="list-style-type: none"> • Collect data to develop Oak Park Community Profile • Collect data on equity-based needs identified internally • Collect information from community listening sessions 	<ul style="list-style-type: none"> • Set up village meeting facilities • Convene identified stakeholders • Provide support staff for focus group activities at Village facilities

Key Deliverables:

- Oak Park community profile data
- Internal needs assessment data
- Community listening sessions data

Phase III – Research Findings

Preliminary Findings. GCI will debrief with identified Village staff to debrief community presentation session experiences and an overview of the data collected. A timeline for completion of the report and a discussion of possible next steps will chart the completion of phase III and Phase IV.

Develop a comprehensive report. GCI will develop a report of key findings and recommendation regarding racial equity needs of village staff and residents. A proposed implementation strategy will be developed for review by the Village.

Present to Village Board and Community. The findings of the engagement will be presented to the Village Board and Community at a session organized by the Village. This will include the posting of the report for the public to access. This session

Anticipated Consultants Tasks	Anticipated Village Tasks
<ul style="list-style-type: none"> • Draft Oak Park community profile report • Draft Internal needs assessment report • Draft Community engagement report • Develop recommendations report • Develop presentation materials 	<ul style="list-style-type: none"> • Set up meeting facilities • Convene identified stakeholders • Review Consultants deliverables and provide comments

Phase IV – Racial Equity Action Planning Support

Oak Park Community Advancing Racial Equity and Social Justice (OP CARES) Roadmap. GCI will provide guidance to the Village as they develop a framework to develop a roadmap for OP CARES. As this is a product of the Village of Oak Park, this roadmap should seek to establish goals and outcomes of a plan along with stages of the process. This product should be authored by the Village with GCI support since they will be responsible for its implementation.

Develop Community Education and Engagement Plan. GCI will create a plan to assist the village in two-way communication around racial equity in collaboration with Village's Communication department. Based on the needs assessment, a responsive plan could include a process that informs community about racial equity progress, could provide a forum for community learning and ongoing assessment.

Ongoing Consultation and Partnership. GCI will provide Advisory support to the Village as defined within plan implementation findings. Additional deliverables and facilitation needs will need to be approved on an ongoing basis with the Prime Investigator.

Innovation of Racial Equity tools. Included with the recommendations report will be any approaches, tools or initiatives that are deemed relevant to effectively addressing the Village's goals around racial equity based on the information collected.

Anticipated Consultants Tasks	Anticipated Village Tasks
<ul style="list-style-type: none">• Support OP CARES Roadmap development• Support the development of a communication education and engagement plan• Provide advisory support as needed	<ul style="list-style-type: none">• Set up meeting facilities as needed• Lead on drafting Village documents to outline implementation• Review GCI comments and additions and provide feedback

Proposed Schedule of Implementation

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

Phase	Timeline	Major Milestones
Phase I – Discovery and research planning	April	<ul style="list-style-type: none">• Review prior equity work and goals of the project with Chief DEI officer and other stakeholders• Draft research design approved
Phase II – Research and Organization Assessment	May	<ul style="list-style-type: none">• Data to develop Oak Park Community Profile collected.• Data collected on equity-based needs identified internally• Information from community listening sessions collected
Phase III – Research Findings	May/June	<ul style="list-style-type: none">• Draft Oak Park community profile report• Draft Internal needs assessment report• Draft Community engagement report• Develop recommendations report• Develop presentation materials
Phase 4 – Racial Equity Action Planning	July/Sept	<ul style="list-style-type: none">• Support OP CARES Roadmap development• Support the development of a communication education and engagement plan• Provide advisory support as needed in plan development

References

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Eileen Figel, Deputy General Superintendent, Forest Preserves of Cook County
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Cost Proposal

Personnel	Total
Prime Investigator - Kathleen Yang-Clayton	35,325
Co-Prime Investigator - Thea Crum	8,170
Adam Slade	30,938
Katherine Faydash	20,000
Graduate Assistant (hourly)	9,267
Subtotal	103,699
Fringe Benefits	14,824
Subtotal Personnel	118,523
 Other Non-Personnel Costs	
Supplies	525
Subtotal Non-personnel	525
 SUBTOTAL	119,048
Indirect Costs 26%	30,952
TOTAL Project Cost	150,000

License to Provide Service in Illinois and Disclosures

Service providers shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

The Great Cities Institute is a research institution located in the University of Illinois at Chicago. As a state institution of higher learning, the Great Cities Institute and all assigned key professional staff and consultants have applicable licenses to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

The Great Cities Institute has been involved in no previous litigation over the past five (5) years and is involved in no pending litigation.

All firms interested in providing the deliverables outlined in this RFP must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

Description and History of the Firm

Great Cities Institute

UIC's Great Cities Institute is a research hub for scholars, policymakers, and stakeholders who share an interest in finding answers to the question, "What can cities and regions do to make themselves into great places?"

The Great Cities Institute (GCI) represents UIC's commitment to "engaged research" while contributing to its stature as a Research One University thereby highlighting the value of quality research for addressing today's urban challenges.

By harnessing the power of engaged research, Great Cities Institute:

- Promotes community economic development strategies
- Produces, with neighborhoods, commercial revitalization and quality of life plans
- Provides data and technical assistance
- Facilitates collaboration and public engagement
- Conducts policy and impact analysis
- Convenes local, national and international scholars

Our Goal: Improve the quality of life of residents living and working in Chicago, its metropolitan region, and cities throughout the world.

Our Strategic Focus

GCI's work focuses on employment and economic development, local and regional governance, dynamics of global mobility, energy and the environment and community wellbeing. GCI's develops strategic partnerships that leverage the intellectual capital of the university with the local knowledge of neighborhood residents, government and non-profit, foundation, business and civic organizations. GCI is home to the UIC Neighborhoods Initiative, a university-community partnership with neighborhoods both adjacent to the UIC campus and in the Chicagoland area.

Our Vision

Formulate solutions to tackle the multi-dimensional challenges of the changing socio-political economy of cities and their metropolitan regions.

Our Mission

The Mission of the UIC Great Cities Institute is to link its academic resources with a range of partners to address urban issues by providing research, policy analysis and program development. Tied to the University of Illinois at Chicago Great Cities Commitment, GCI seeks to improve quality of life in Chicago, its metropolitan region and cities throughout the world.

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Project Participants and Roles

Role	Staff Member	Description
Prime Investigator Project Manager	Kathleen Yang-Clayton, PhD	The Prime Investigator bears responsibility for the intellectual leadership of a project for Phase IV. She will function as the relationship and project manager. She will provide guidance on the mixed methods design, lead internal engagement with Village staff, and will lead on the racial equity action planning phase with the Village.
Co-Prime Investigator	Thea Crum	The Prime Investigator bears responsibility for the intellectual leadership of a project for Phases I, II and III. She will lead the design of the mixed-methods needs assessment, lead the external engagement process and guide the development of engagement deliverables.
Researcher	Adam Slade	The Researcher role will include mixed-method design, internal and external facilitation, internal and external engagement analysis and report writing.
Researcher	Katherine Faydash	The Researcher role who will inform the mixed-methods design and assist with facilitation as needed. She will mainly focus on research and writing.

Professional Reference List

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Senior Policy Advisor, Office of Recovery Programs, U.S. Treasury Department
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List of Completed or Current Projects Demonstrating Team Experience

Illinois Racial Equity and Racial Justice Landscape Scan (2022 - 2023) – The Grand Victoria Foundation has partnered with GCI to conduct research on the existing landscape of grassroots, community-based, power building organizations advancing racial equity and justice in Illinois. The purpose of the research is to better understand the existing network of organizations and leaders that work on racial equity, racial justice and social justice and the relationships between and among members of the network; to better understand the existing ecosystem of Black population centers including their context and conditions and to develop a set of deliverables that will be used to support a shared understanding of the ecosystem in the state among funders, leaders, and organizations and to draw more funding and attention to racial justice organizations in Illinois, especially those focused on grassroots, community-based power building and advancing racial equity and justice in Illinois. The research will produce four major deliverables including a database of racial justice organizations and efforts across the state of Illinois; profiles of black population centers, comprehensive profiles and network map(s) of Illinois Black population centers; and a report of recommendations to the Foundation on how to leverage resources to build community-based power and advance racial equity and justice in the state of Illinois.

Racial Equity and Improving Local Governance pilot (2022) - The Metropolitan Mayors Caucus and Illinois City/County Management Association have partnered with the UIC Great Cities Institute to provide support to municipalities interested in operationalizing diversity, equity, and inclusion in their municipalities. This 6-month pilot will provide ongoing training, coaching, and peer support to a cohort of 14 suburban and central IL municipalities (Aurora, Bartlett, Batavia, Hanover Park, Hazel Crest, Highland Park, Lincolnshire, Naperville, Oswego, Park Forest, Peoria, River Forest, Schaumburg, Wilmette). Participants will learn the principles of racial equity driven organizational change and how to apply disciplined, practical approaches to incorporate equity into management and leadership decision-making processes unique to their community. The program curriculum will focus on internal organizational practices including performance management, internal communications, human resources, and finance.

REDI Model (2019- 2022) – The Racial Equity Diversity Inclusion Model was developed and tested by Dr. Yang-Clayton starting in 2019 with the leadership and staff of the Forest Preserves District of Cook County and Evanston. This three-year model focuses on training and empowering staff on how to identify process change pilot projects that can increase inclusion, decrease marginalization, and improve the efficiency and effectiveness of internal operations through an equity framework. More information can be found on this model at GCI's website [here](#). The next phase of the REDI Model is with the Racial Equity and Improving Local Governance pilot and building an online learning platform to scale this work across Illinois and the Midwest.

Hardship Index for Chicago Community Areas (2022) – The Hardship Index is an interactive online map to show the extent and difference in economic and social hardship in a given community area relative to other community areas. Since our original publication of the “Hardship Index” Fact Sheet in 2016 (using American Community Survey 2012-2016 estimates), the index has been utilized to compare hardship between cities, served as resource for journalists (WBEZ, Chicago Reporter, and ABC 7) to contextualize policy issues, and by

Chicago Public Schools to determine the prioritization of laptop loan distribution to households during the first year of remote learning.

Chicago Public Schools Opportunity Index (2022) - GCI in collaboration with Chicago Public Schools (CPS) will develop a resource equity analysis and mapping tool consisting of 10 and 15 socioeconomic indicators of educational equity to inform resource equity strategies at CPS. The CPS Opportunity Index is an analytical tool to align on how CPS measures opportunity differences at CPS so we can most equitably support communities most impacted by inequity and historic structural disinvestment with the resources and decision-making power within CPS's control. The Opportunity Index is an advocacy tool for inter-institutional alignment to advance resource equity.

Western Suburban Latino Communities (2021-2022) - GCI partnered with Healthy Communities Foundation and The Community Memorial Foundation to provide data on Latinos in the Chicago Western Suburbs that will equip community leaders to advocate for greater inclusion in public decision-making that affects Latinos, their families, and their neighborhoods. Latinos have grown exponentially within the last decade and now account for 60 percent of the Chicago metro area. This growth has not led to equitable opportunities for Latinos to participate civically, even while the community has serious needs in terms of education, healthcare, and access to safe and well remunerated employment. The gap between the growth of Latinos on one hand and lack of civic representation and responsive public policies on the other underscores the need to examine and publicize data and information on the size and scope of the Latino population. This collection of data profiles on Latino communities in the Western suburbs makes data on Latinos public and visible.

Participatory Budgeting Chicago (2012- 2022) - Participatory budgeting is a democratic process in which community members directly decide how to spend money from a public budget. The typical PB cycle has 5 phases: process planning, idea collection, proposal development, community voting, and implementation/evaluation. PB was introduced to Chicago in 2009, and in 2012, GCI launched PB Chicago with numerous partners. Since then, over 38,000 residents have allocated more than \$40 million to fund upward of 190 community projects. The PB Chicago initiative engages across the City of Chicago providing training and technical assistance to multiple wards and Chicago Public Schools with the aim of closing the civic empowerment gap, building new leaders and civic skills, and more democratic and inclusive spaces. PB Chicago has long been committed to continuing to build democracy spaces that address racial inequity and provide a vision for what inclusive, equitable, participatory, policymaking can look like across the city.

Illinois Racial Equity and Racial Justice Landscape Scan - The project aims in helping to build and shape a uniform and cohesive understanding of racial equity, racial justice, and Black abundance in Illinois. The Illinois Racial Equity and Racial Justice Landscape Scan is a mixed methods research project using both quantitative data and qualitative data to ensure study participants' voice is amplified and clearly heard, and that study findings and recommendations are grounded in participants' experiences. The Illinois Racial Equity and Racial Justice Landscape Scan will provide a network map of Illinois Black Population Centers, a Database of Racial Justice Organizations and Efforts, Comprehensive Profiles, and Final Recommendations to the Grand Victoria Foundation. This project will be completed end of March 2023.

Learning to Operational Racial Equity (LORE) in Local Government Pilot – in partnership with the [Metropolitan Mayors Caucus](#) and the Illinois City/County Manager's Association (ILCMA), the Great Cities Institute conducted a pilot program for 15 municipal governments to learn and practice leading their local governments in a self-selected racial equity project. Over six months, GCI providing 6 ½ day trainings and 5 interim coaching sessions to executive staff to help them develop, analyze and support the implementation of projects while developing a racial equity lens. The pilot was completed in January 2023 and evaluation is ongoing.

Forest Preserve of Cook County Racial Equity Transformation – a multiyear organizational transformation process incorporating racial equity into policy, process and procedure at the behest of community feedback on the [Next Century Conservation Plan](#) and in response to the [Caldwell Woods incident](#). Since 2020, Dr. Yang-Clayton and Adam Slade implemented the [REDI model of change](#) to institutionalize racial equity at the Forest Preserve. The model involves training cohorts of staff to develop internal pilot projects while learning principles of racial equity in government. The annual reports are available for [2020](#) and [2021](#) tracking projects, and an internal strategic plan was developed December 2022.

City of Chicago Budget Engagement – a citywide community engagement process to define Chicago's budget priorities. GCI designed, facilitated and analyzed community roundtables, budget forums and surveys to evaluate budget priorities for the City of Chicago. After completing the report, the Chicago Office of Budget Management developed Responsive Initiatives in [2022](#) and updated in [2023](#) that illustrated budget allocations to the activities identified in the GCI Budget Engagement Reports for the [2022](#) and [2023](#) budget.

Hardship Index for Chicago Community Areas - an interactive online map to show the extent and difference in economic and social hardship in a given community area relative to other community areas. Since our original publication of the "Hardship Index" Fact Sheet in 2016 (using American Community Survey 2012-2016 estimates), the index has been utilized to [compare hardship between cities](#), served as resource for journalists ([WBEZ](#), [Chicago Reporter](#), and [ABC 7](#)) to contextualize policy issues, and by Chicago Public Schools to determine the [prioritization of laptop loan distribution to households](#) during the first year of remote learning.

Western Suburban Latino Communities - The Great Cities Institute partnered with Healthy Communities Foundation and The Community Memorial Foundation to provide [data on Latinos in the Chicago Western Suburbs](#) that will equip community leaders to advocate for greater inclusion in public decision-making that affects Latinos, their families, and their neighborhoods.

Listing of publications, reports, of prior research work or needs assessments

Thea Crum, Katherine Faydash, and Adam Slade (2022) 2023 Chicago Budget Community Engagement Report, Great Cities Institute.

Thea Crum, Norma Hernandez, Adam Slade, and Anish Tailor (2021) 2022 Budget Community Engagement Report, Great Cities Institute.

Thea Crum, Katherine Faydash, Dayna Heller, Norma Hernandez, Alex Linares, Kathleen Mahoney, James McIntosh & Greg Smith (2020) Participatory Budgeting in Schools: A Toolkit for Youth Democratic Action, Great Cities Institute.

Thea Crum & Katherine Faydash (2018) Youth Citizenship in Action: Evaluation of Participatory Budgeting in Schools Pilot, Great Cities Institute.

Cecile Carroll, Thea Crum, Carolina Gaete, Maria Hadden, & Rachel Weber (2016) Democratizing Tax Increment Financing through Participatory Budgeting, Great Cities Institute.

Rachel Weber, Thea Crum & Eduardo Salinas (2015) The Civics of Community Development: Participatory Budgeting in Chicago, Community Development, 46:3,261-278.

Thea Crum, Jenny Baker, Eduardo Salinas & Rachel Weber (2015) Building a People's Budget: Research and Evaluation Report on the 2013-2014 Participatory Budgeting Process in Chicago, Great Cities Institute.

Matt Sweeney, Joseph Hoereth, & Thea Crum (2015) Chicago Area Leadership Development Scan, The Institute for Policy and Civic Engagement.

Thea Crum, Eduardo Salinas, & Rachel Weber (2013) Building a People's Budget: Research and Evaluation Report on the 2012-2013 Participatory Budgeting Process in Chicago, Great Cities Institute.

Thea Crum (2011) Integrating Fragmented Federal Policy Streams for Comprehensive Place-based Development, White Paper.

Community and Neighborhood Plans

"100th Street River Access Concept Plan" with Great Cities Institute. February 2022.

"Calumet City: Burnham Avenue Corridor Revitalization Plan" with Great Cities Institute. Prepared for Calumet City. December 2019.

"Communities Planning Framework: South Chicago, East Side, and South Deering. A Guide for Equitable Development" with Great Cities Institute. February 2019.

"Pilsen Mi Barrio My Neighborhood Mij Sousedstvi: Pilsen Quality-of-Life Plan" with Great Cities Institute. Prepared for the Pilsen Planning Committee. October 2017.

"Rosemoor and North Pullman Neighborhoods Plan" with Great Cities Institute. Prepared for Neighborhood Housing Services. July 2016.

"South Chicago's Commercial Avenue Revitalization Plan" with Great Cities Institute. July 2016.

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ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

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

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

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

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner

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Attachment I. Cost Proposal Form

Vendor shall state as part of its proposal a written description of its quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:

Personnel	Total
Prime Investigator - Kathleen Yang-Clayton	35,325
Co-Prime Investigator - Thea Crum	8,170
Adam Slade	30,938
Katherine Faydash	20,000
Graduate Assistant (hourly)	9,267
Subtotal	103,699
Fringe Benefits	14,824
Subtotal Personnel	118,523
 Other Non-Personnel Costs	
Supplies	525
Subtotal Non-personnel	525
 SUBTOTAL	119,048
Indirect Costs 26%	30,952
TOTAL Project Cost	150,000

SECTION VIII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 related to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements."
6. The Proposing Firm has completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-312 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

¹Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2020.

Notary Public

- Notary Public Seal -

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SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

1. Contractor Name: _____

2. Check here if your firm is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors performing work pursuant to the applicable agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

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

Contractor Name _____

Total Employees _____

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

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

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

_____ of _____ and that the above EEO
(Title or Officer)

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

(Signature)

(Date)



Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, 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.

Thank you

Department: Diversity, Equity, and Inclusion Department-Village Manager's Office

Project Name: Racial Equity Community Needs Assessment

Date Issued: February 21, 2023

Comments:

Signed: _____

Phone: _____

Attachment VI. Agreement

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 _____, an _____ (hereinafter referred to as the “Consultant”).

RECITAL

WHEREAS, the Village intends to have professional services performed by the Consultant to provide a racial equity community needs assessment 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 (“RFP”), attached hereto and incorporated herein by reference, 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 Consultant shall provide a racial equity community needs assessment as more completely described in the Consultant’s Proposal and the Village’s RFP (hereinafter referred to as the “Project”). 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 delivering the Project 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, the Village’s RFP and/or this Agreement, this Agreement and/or the Village’s RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Chief DEI Officer 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 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 contractor. 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 in one lump sum payment for the services. 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 December 31, 2023.

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) **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.
- (C) **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
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- (D) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (E) 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 the Project 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.

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 not 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:

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 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 he 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

CONSULTANT

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2023

ATTEST

By:
Its:

Date: _____, 2023

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2023

By:
Its:

Date: _____, 2023