



YOUR TEAM FOR SECURE + RELIABLE
Water System Solutions



The Village of Oak Park, Illinois
Water System Support Services
Project #23-117

Due: May 11, 2023 at 11:00 AM





May 11, 2023

Mr. Ken Monterubio
Water Meter Supervisor
Oak Park Public Works Department
201 South Blvd.
Oak Park, IL 60302

RE: PROPOSAL FOR WATER SYSTEMS SUPPORT SERVICES

Dear Mr. Monterubio,

M.E. Simpson Co., Inc. is pleased to present the Village of Oak Park, Illinois our proposal for a Water Distribution System Leak Survey and Large Water Meter Testing and Repair. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our leak detection services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Randy Lusk
Innovations & Solutions Manager

Randy Lusk
Innovations & Solutions Manager

3406 Enterprise Avenue
Valparaiso, Indiana 46383

800.255.1521 P
888.531.2444 F

Randvl@mesimpson.com

FIRM HISTORY

M.E. Simpson Co., Inc. was founded in 1979 by Marvin E. Simpson. We are based out of Valparaiso, Indiana, near Chicago, Illinois. Our firm has become the industry leader in developing and providing water loss assessment and distribution system asset management programs and services, aiding our clients in maximizing their peak performance for their water distribution systems. We offer the highest quality Technical and Professional Services, using state-of-the art technologies and highly skilled and trained professionals. Our staff has developed a host of high-tech programs that will ensure that your Utility will be proactive in dealing with your water distribution systems. "Crumbling infrastructure, inaccurate records, conservation, sustainability, water quality, water loss, economic conditions, revenue shortfalls, being green, having enough water"; these are all statements and buzz words in today's society. Currently in the water industry, these words are our reality, thus making them our responsibility.

We have maximized distribution system performance and optimized distribution system data, records, and mapping for all our clients. To date, we have provided Water Loss Control programs that have included over 80,000 Large Water Meters serviced (including several utilities in Georgia), 100,000 miles of Leak Detection services and numerous water audit programs. Our Asset Management services have documented over 500,000 valves located and exercised. Our Fire Hydrant Flow testing program has recorded 80,000 fire hydrants inspected, flow tested, and water main capacity information developed.

Leak Detection History

M.E. Simpson Co., Inc. developed its Water Transmission and Distribution Leak Survey services in 1987. Since then, we've improved the program so now it is a fundamental water loss control program for our clients.

Our Water Transmission and Distribution Leak Survey services have been employed since 1987 in a majority of municipalities around the Chicago Metro Area and the Midwest and have spread to other utilities across the US. These programs have benefited municipalities from small systems consisting of 5 miles of pipe to systems with several thousands of miles of pipe. Additionally, our crews have been deployed to several locations throughout the United States including Georgia, California, and overseas to help utilities with their transmission and distribution system leakage issues. Our crews have the unique ability to be able to respond to individual Utility requests because of the cross training they have received performing all the services M.E. Simpson Co., Inc. provides.

Our project manager and personnel have all the equipment and abilities necessary to perform your leak survey and respond to any needs that the Utility may have. We are proud of the work we have performed using the latest technology and meeting the needs of "our customer" the Water Works Industry. We have played an important role in educating utilities about the need for and efficiency of annual water loss programs.

Leak Survey Project Understanding

The Village of Oak Park, Illinois is seeking a qualified firm to provide services for a Water System Leak Detection Survey. The program is needed to be able to identify and quantify specific leakage issues that are occurring in the water Distribution system with the end aim of being able to provide specific directions for location and ultimate repair of the leaks and an overall reduction in the system's water losses.

Large Water Meter Services History

M.E. Simpson Co., Inc. developed its Large Water Meter Evaluation, Testing and Calibration services in 1979. Since then, we have improved the program so now it is a fundamental water loss control and revenue enhancement program for our clients.

Our Large Water Meter services have been employed since 1979 in a majority of municipalities around the Chicago Metro Area and the Midwest and have spread to other utilities across the US. These programs have benefited municipalities from small systems consisting of 20 large water meters to systems with over a thousand large water meters. Additionally, our crews have been deployed to several locations throughout the United States including California, Georgia, Maryland, and areas throughout the USA to help utilities with their distribution system metering issues. Our crews have the unique ability to be able to respond to individual Utility requests because of the cross training they have received performing all the services M.E. Simpson Co. Inc. provides.

Our project manager and personnel have all the equipment and abilities necessary to perform your large meter testing program and respond to any needs that the Utility may have. We are proud of the work we have performed using the latest technology and meeting the needs of "our customer" the Water Works Industry. We have played an important role in educating utilities about the need for and efficiency of annual large meter evaluation and testing programs.

Large Meter Services Project Understanding

The Village of Oak Park, Illinois is seeking a qualified firm to provide services for a Large Water Meter Testing Program. The program is needed to be able to identify and quantify specific large metering issues that are occurring in the water distribution system with the end aim of being able to provide specific directions for large meter repair and an overall reduction in the system's water losses as well as an increase in the system's revenues.

M.E. Simpson Co., Inc. (MESCO) has been providing large meter testing programs for over forty years.

MESCO has been providing Large Water Meter Evaluation, Testing and Calibration services for Chicago suburbs in some cases for 40 years as well as conducting large meter testing services in various locations in the US. Our firm has performed Apparent loss assessments, having assessed over 80,000 commercial/industrial large meters for accuracy. Our firm has assessed numerous production water meters (up to 108" in diameter) not only in the Midwest but in several larger cities in the USA. As a part of our overall Water Loss Control Services, we have also provided leak surveys on a combined total of over 100,000 miles of pipe since 1987. Our firm has provided formal water auditing to several cities and towns since 2003 when the IWA/AWWA Water Audit methodology was developed and released for use by the American Water Works Association (AWWA) Water Loss Committee. We have active members on several AWWA committees, including members of AWWA's Meter Standards Committee, M6, M22, and M33 manual of practice committees, the Water Loss Control Committee, a Past Chair of the Water Loss Control Committee (2010-2014) and past AWWA Vice Presidents and Directors.

MESCO has been producing successful water system large meter testing programs in the Chicago metro suburban area since 1987 and understands the complexity of implementing long range distribution system water loss/apparent loss programs for several water systems ranging from Water Commissions to individual municipal systems. MESCO believes that through this work we have established a proven history of delivery, responsiveness, ingenuity, and environmental stewardship. We share the same mission as the Village of Oak Park, Illinois and are encouraged by the leadership role that the Village of Oak Park, Illinois is assuming towards a holistic approach to address water system and water loss challenges.

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Detection Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water system areas selected by the city. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- ◆ Work in an orderly and **safe** manner to ensure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field.
- ◆ The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- ◆ Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire Distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- ◆ Listening points of contact will be valves, hydrants, service valves or meter settings. The preference of listening points in order as follows, direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- ◆ Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- ◆ A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, **with an explanation of the noise source.**
- ◆ When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- ◆ The Project Team will **line locate** the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.
- ◆ The Project Team will use "State of the Art" **Electronic Leak Correlators** to determine if a leak is present and use the same equipment to pinpoint the leak.
- ◆ For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) Touch Pro leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- ◆ The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.

- ◆ The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- ◆ The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- ◆ The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- ◆ It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ As a part of the leak program, mapping discrepancies found, Distribution assets found in disrepair will be noted and turned into the utility.
- ◆ Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- ◆ If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- ◆ Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.
- ◆ The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- ◆ FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- ◆ Echologics **LeakFinder-ST w/hydrophones**; FCS **Touch Pro** or Vivax-Metrotech **HL6000X** leak correlator systems.
- ◆ **RADIO Detection** Line Locators.
- ◆ **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- ◆ **All necessary listening rods, valve keys, hydrant wrenches and hand tools.**
- ◆ Truck mounted arrow board/signage and warning lights.
- ◆ Traffic control equipment, including properly sized traffic cones with reflective stripes.

Leak Detection Methods and Procedures

MESCO Leak Detection Teams are made up of experienced water professionals with expertise in conducting leak surveys and leak pinpointing. They are trained to follow specific procedures, utilizing state-of-the-art technology and equipment, field experience and engineering knowledge.

Pinpointing leaks requires more than just running a correlator. To maximize location accuracy and minimize error, a precise methodology must be employed. MESCO Teams will investigate, measure, and gather all the necessary information, which includes but is not limited to the following:

- ◆ Pipe Size and Material
- ◆ Layout of water piping infrastructure, verified via Line-Location Technology
 - This includes service lines, hydrant legs, and any other connections to the pipe in the suspected leak area
- ◆ History of leakage in suspected area
- ◆ Measurement of pipe segments for accurate correlation
- ◆ Identify which listening points are the “loudest” to narrow down and focus in on the suspected leak area
- ◆ Identification and impact of other possible noise sources (i.e. pumps, electrical interference, traffic, etc....)
- ◆ Determine if there any partially or fully closed valves, which may result in reduced pressure on the pipe, or even cause noise as water flows through these “restrictions”
- ◆ Inspect storm and sewer structures for leakage inflow, as necessary

Once the appropriate information has been gathered, MESCO Leak Teams will methodically narrow down the suspected leak area, until the leak has been pinpointed using a correlator, or other appropriate means.

Verification of suspected Leak Locations is of the utmost importance!

Our team will utilize the following QA/QC methods to ensure that the leak location is as accurate as possible:

- ◆ When possible, verifying the leak location by correlating its position from multiple correlations, conducted from multiple listening points
- ◆ Pinpoint confidence is greatly increased by obtaining the same leak location via different correlations and listening points, and reduces the possibility of error
- ◆ Any connections located within 10% of the total correlation length to the suspected leak area will be investigated, to ensure that the leak is, in fact, on the pipe being investigated, and not on an adjacent connection
- ◆ Leaks found on Services can be verified by temporarily shutting off the service
- ◆ This is only done with the permission of the utility, and coordination with the property owner
- ◆ Hydrant Leaks, where it is suspected that the hydrant isn't fully closed, can be verified by closing the hydrants auxiliary valve, to see if the leak noise dissipates
- ◆ Attempting to close the hydrant and stop the leakage by tightening the operating nut is done only with the permission of the utility
- ◆ Using a ground mic is another method that can be utilized as a verification method, depending on the situation and local conditions

Leakage Estimation

- ◆ M.E. Simpson Company, Inc. adheres' to the policy of assigning conservative leakage estimations to suspected leaks. These estimations are based on more than 30 years of extensive experience, along with other factors such as, the audio frequency of the leak, its audio volume, the pipe material and size, soil type and condition, and the distances over which the leak noise travels to the various listening points.
- ◆ For suspected leaks which have not surfaced and/or are not visible, there is no precise methodology for leakage estimation. Even when a leak is “surfacing” or is visibly discharging into a storm/sewer structure, there is no guarantee that what is visible represents the entirety of the leakage flow. Estimates must be made based on situational specifics, best judgement, and prior experience.

- ◆ Once a leak has been excavated, and the full extent of the defect is known, more accurate, but limited, estimations of the flow rate can be made, based on the measured geometry of the defect and the operating pressure. However, the leakage effects of certain types of defects are not easily measured, such as full-circumference breaks, lateral splits, and complete failures where the damage is profound and extensive. Even with this information, it is usually not possible to determine how long the leak has existed, or the total volume that has escaped during its existence.
- ◆ It is similar for hydrant leakage estimates, where the hydrant valve has not closed completely, or the valve seat is obstructed. These types of “leaks” are not visible, as the water usually escapes the hydrant barrel through drainage ports and cannot be readily quantified. Small, reasonable estimates are generally assigned in these situations.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a Distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the “Project Approach”. By employing a strict methodology in the field for conducting a leak detection survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to ensure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to ensure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS Touch Pro and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.

GPS Leak Location

Once the leaks have been located, the Project Team will perform the following for leaks that do not already have GPS coordinates:

- ◆ **The Project Team will collect GPS Coordinates** of all leaks located using the above “Scope of Work”

- ◆ The Project Team will work with the Utility to develop a “data dictionary” which will define the information to be collected for each attribute. The Data dictionary shall have the following but not limited to:
 - Date and time the information was gathered.
 - The unique identifying number for each attribute consistent and compatible with system presently employed by the Utility.
 - Location for each attribute referenced by Northing and Easting coordinates generated from the GPS location in the Utility’s local State Plane Coordinate system.
 - Type of Attribute (leak location).
 - Offset information if the attribute needs to have the location determined by an offset coordinate due to blocked signals from the GPS satellites.
 - Any other data required to be collected as part of the attribute data set as defined by the Data Dictionary. This Data Dictionary will be assembled by the Project Team and the Utility.



- ◆ **The accuracy of each GPS location will be sub-meter.**
- ◆ **GPS locations will need to have readings** from at least four satellites in position and a reading from a local GPS beacon, or five satellites for the position to be considered accurate as a differentially corrected GPS location.
- ◆ **Position of the GPS satellites shall be given primary consideration.** The position of the satellites shall be recorded as part of the data. If the satellites are low on the horizon, it is expected that the project team will wait until the position is better before attempting to gather the GPS position.
- ◆ **The information collected** will be compiled into the **Utility** preferred software database with the ability to export the information into a format acceptable to the Utility such as Microsoft Access, Microsoft Excel, .DXF file, or .SHP file for use in the Utility’s GIS system or CAD mapping program. It may also be included in our Pro-Maps® cloud-based database if chosen by the utility. We can export into any database that supports open data connectivity.
- ◆ **All locations will be differentially corrected** for accuracy in real-time. A data transformation will be done on the GPS points taken to ensure they are in the correct coordinate system requested by the utility. Our field teams utilize Trimble® R1 units for sub-meter accuracy and Trimble® R2 units for sub-foot accuracy. The level of accuracy taken will be based upon the above scope of work.
- ◆ GPS leak location is considered an **optional** service and is not to be assumed as included in the line item for leak detection services found on the investment page of this proposal unless otherwise specified. If the Utility decides to include GPS collection, it will be listed under a separate line item on the investment page unless otherwise specified. If GPS collection is included in the line item for leak location services found on the investment page, only one (1) accurate GPS point will be included per leak in the Utility’s distribution system. Re-GPS’d leaks requested by the Utility that have already been GPS’d by M.E. Simpson Co., Inc. with a verified accuracy level will be an additional charge.

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Detection Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co., Inc. will perform the following:

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- ◆ The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- ◆ **The Project Manager will meet** with the Utility regularly for a progress report.
- ◆ **Prepare a progress report** at monthly intervals for the Utility if requested.
- ◆ Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in the Utility preferred format). The list will also be included with the final report that will include the following:
 1. Mechanical deficiencies discovered.
 2. Mapping errors on the water atlas.
 3. Type of monitored appurtenances.
 4. Location of same for leaks discovered.
 5. Total estimated loss
- ◆ Provide a paper map with numbered location IDs and ArcGIS files showing a point location for each leak. The ArcGIS shapefile/geodatabase shall include the following attribute fields:
 1. Location per sub-meter GPS.
 2. Date of leak test.
 3. Estimated severity in GPM.
 4. Notes (as applicable).
- ◆ **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.
- ◆ A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. **This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.**

Effective communication...
accurate documentation...
**Ensuring the success for
the leak detection survey**

Assumptions & Services Provided by the Utility

- ◆ The Utility will provide access to documents, records, electronic and paper maps, and data sources. These detailed items are necessary to properly conduct the water distribution system leak survey. These will include:
 1. ArcGIS Online internet mapping application, which allows on-screen distance measurements.
 2. Exported copy of the Utility's water GIS database in shapefile or other ESRI-compatible format.
 3. Electronic version of the Village-wide map in PDF format.
 4. PDF versions or paper copies of detailed engineering drawings only as needed and available.

- ◆ The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- ◆ The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full-time basis,* but only on an “as needed” basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- ◆ The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- ◆ We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

Large Water Meter Testing

The Field Scope of Service is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to test and calibrate large meters selected by the Utility and complete the work herein specified.

Teams of two (minimum) or more personnel will always work on the meter testing program.

- ◆ Work in an orderly and safe manner to ensure no avoidable accidents occur.
- ◆ All Field Staff will wear photo ID badges that are easily seen while in the field.
- ◆ Assess all meters listed in the test group. This assessment will include observing water usage on site, as well as observing meter readings to determine if the meter is the correct type and size for its application.
- ◆ If meters cannot be tested in place, make recommendations to Utility to correct setting so testing in place can occur.
- ◆ Maintain a meter log for all meters to be assessed in the current test group, which will be reviewed by the Project Team during verification of the meter data supplied by the Utility. Corrections and/or updated records will be provided to the Utility (including periodic Utility meter reports).
- ◆ Photos will be taken of the meter and its setting for record keeping as well as historical purposes.
- ◆ Every effort will be made to schedule water customer meter tests during normal working hours. Exceptions to testing times, on a case-by-case basis, will depend on the severity of loss of water service due to the testing procedure. Severe schedule conflicts may require after hour or weekend testing.
- ◆ Meters will be tested across the specified range of flows to determine patterns of mechanical wear or accuracy degradation at various flow rates. Flow rates used will be a combination of AWWA recommended flow rates (per M-6 manual of the AWWA) and meter manufacturer flow rates.
- ◆ Meters will be tested and, when possible, calibrated to bring them within accepted accuracy limits.
- ◆ Some meters may need to be removed from their setting(s) for “offsite” testing due to existing plumbing configurations. Efforts will be made to keep the service disruption to a minimum.
- ◆ If a water service loss for any period of time is intolerable to the water customer, recommendations will be made to the Utility to include a by-pass around the meter so service disruption will not occur during the testing.
- ◆ The equipment used will be described in the “Equipment to be Used” section.

- ◆ The Project Team will document all meter testing results and calibrations. Meters requiring extensive calibrations (not worth time and material) or obsolete meters, will be brought to the Project Manager's attention for potential meter change-out by the Utility.
- ◆ After calibration, the meter shall be tested to conform to test specifications outlined elsewhere in this Specification.
- ◆ In its daily report to the Project Manager the Project Team will review the previous day's progress and outline the meters to be tested that day.
- ◆ It may be necessary to conduct parts of the meter-testing program during "off hours" (i.e., nights). This may be required in a building(s) that has a high daily usage but is closed at night. The Project Team will give 24-hour "notice of intent" to test meters that require after hours or nighttime work. This will allow the Water Utility to plan for area access and give Police Department (and other Public Works Divisions) notification as to the planned testing activity.
- ◆ Calibration parts used will be NSF 61 certified. (All new meter parts available now currently meet this standard.)
- ◆ Care will be exercised when water is discharged during testing. Test meter water flow discharge will not be allowed to cause interference with private property, pedestrian, or roadway traffic, and will have minimal environmental impact.
- ◆ Meters located in confined spaces shall be tested using accepted confined space entry procedures.
- ◆ Any valves that fail or break during operation (to isolate the water meter for testing) will be repaired or replaced at the owner's expense. M.E. Simpson Company is not responsible for possible valve failures due to pre-existing conditions during the testing procedure.
- ◆ Any required materials such as spool pieces, filler flanges, nuts, bolts gaskets and any other miscellaneous items will be furnished by the Utility.
- ◆ All newly installed meters will be tested in accordance with the Projects Flow Testing Protocols.
- ◆ Removed meters will be returned to the Utility or left at the customers site, as directed by the Utility Project Manager.

Equipment to be Used

The following equipment will be used for meter testing work during the project. All material listed will be always on the job site.

- ◆ Certified accurate by volumetric testing - Badger (Recordall) or Sensus (W-Series, Omni V2) Portable Large Water Meter Testers with digital resettable registers
- ◆ Proper lengths of 2-1/2" fire hose for conducting the testing "on site"
- ◆ All tools needed to perform testing "on site" (hand tools, pipe wrenches, etc.)
- ◆ Confined Space Entry Equipment (tripod, winch, personal fall protection, calibrated gas detector)
- ◆ All safety/traffic related signs, cones, and barricades
- ◆ All PPE required (safety glasses, gloves, hard hat, steel toe boots, etc.)

Quality Control for Water Meter Testing

The level of quality control for large meter testing takes in the above considerations and apply them to each large meter setting under evaluation. When a strict methodology and field procedure are followed, the field conditions can be controlled and mitigated to produce test results that are reliable and accurate.

Utility Observations

The M.E. Simpson Co., Inc. Project Team welcomes Utility staff members to observe field procedures while the Meter Testing Program is in progress. Explanation and understanding of the equipment and techniques used for

testing large meters may be useful in helping Utility staff members understand how they may use large meter testing to reduce revenue losses for commercial and industrial accounts.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of meter testing program for prior workday and plan current day and meter tests.
- ◆ The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **The Project Manager will** meet with the Utility regularly for a progress report.
- ◆ **Maintain a project progression list** indicating meters tested and to be tested, contact names, phone numbers, photos of the water meter, etc.
- ◆ **Prepare meter reports** at the completion of the project, which will include all meter testing reports, photographs of each meter, listing of new parts installed, and possible mechanical deficiencies that need the attention of the Utility. Recommendations for system maintenance will be a part of this report based on field observations made during the testing program. **This final report shall be made available for submission to the Utility within fifteen (15) working days of the completion of the fieldwork.**

Effective communication...
accurate documentation...
**Ensuring the success for
the meter testing program**

Assumptions & Services Provided by Water Utility

- ◆ The *Utility* will provide all large water meter customer records such as consumption history, phone numbers for appointments, or any additional information that would make the testing of a meter at a location easier to perform. This information shall be regarded as CONFIDENTIAL by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the *Utility* without consent of the *Utility*.
- ◆ The *Utility* will assist as necessary to get customer cooperation for the testing program. M.E. Simpson Co., Inc. will compose a letter that the Utility can submit to water customers informing them as to the procedures and benefits of the testing program.
- ◆ The *Utility* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find meters and for general information about the water system. **This individual(s) will not need to assist the Project Team on a full-time basis,** but only on an “as needed” basis.
- ◆ The Utility will assist, when necessary, in entering sites that may be difficult to access due to security issues or other concerns.
- ◆ The Utility will provide either “Service Firm” or “Utility” ID for meter testing project team to demonstrate authenticity of the personnel performing the large meter testing program.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at (800) 255-1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control. While in the field on your project, M.E. Simpson Co., Inc., and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- ◆ The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- ◆ Any activity located in a "confined space" such as pit and vault installations that require entry will be treated in accordance with the safety rules regarding Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.
 - All personnel are trained and certified in Confined Space Entry & Self-Rescue.
- ◆ We will follow all safety rules regarding First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.
 - All personnel are trained and certified in First Responder First Aid & CPR.
- ◆ We will follow all traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Department of Transportation.
 - All personnel are trained and certified, by the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date for all project personnel.

INDUSTRY KNOWLEDGE

At MESCO, services are tailored to the specific needs of our clients. Our participation can range from the small, specialized work supplementing the work of any in-house staff, to complete development of full-scale water system programs.

With continuation and enhancement of the Village of Oak Park, IL water distribution system leak survey program and Large Water Meter Testing Program, we will support a fundamental cornerstone of the Village of Oak Park, IL Water Loss Control Policies. Our team brings to Village of Oak Park, IL a demonstrated experience and a unique perspective in leak detection services and large water meter testing services.

From MESCO's in depth experiences working with several water utilities performing water distribution system leak survey programs and large water meter testing programs there have been some very similar issues from each utility that have been clearly exposed. Utilities expect the work process to be able to be performed at a high level, with competent technicians and staff, and that it is done efficiently. There are three basic objectives that should be met by the Project Team:

- 1. Expertise.** The Village of Oak Park, IL needs breadth and depth to help solve the variety of water system challenges that it faces in maintaining the water infrastructure – which is large, complex, aging and requiring upgrading to address new water needs and water loss issues. With our Team's experience in every aspect of water loss control and optimization, we can often provide support that assists the utility in avenues well beyond just the leak and large meter project scope.
- 2. Streamlined Access.** The Village of Oak Park, IL needs to be able to easily access and manage the Project Team's expertise to bring it to bear on distribution system leakage and meter issues rapidly and with the least possible administrative burden to The Village of Oak Park, IL. However, The Village of Oak Park, IL will need to have considerable input to the process by providing needed data for analysis, testing and calibration. In this respect, interaction with utility staff will be needed to produce quality water system leak detection and large water meter program efforts.
- 3. Professional Working Relationships.** The Village of Oak Park, IL must be confident that the Project Team is working as true professionals – putting the Village of Oak Park, IL interest first. The professionals in the Village of Oak Park, IL organization must have good working relationships with MESCO's professionals. Both parties should look for opportunities to complement each group's goals and ultimate requirements of the Village of Oak Park, IL customers.

The strengths of the M.E. Simpson Co., Inc.'s organization and staff, as well as our specific approach to this assignment, will fulfill all of the Village of Oak Park, IL needs for their water distribution system leak survey and Large Water Meter Testing Program.

Sample Documentation

Examples of our leak survey report are shown below.

M.E. SIMPSON COMPANY, INC.
LEAK LOCATION REPORT

Client: Joliet, Illinois Time: 10:45:00 AM
Date: Friday, July 27, 2018 Tech: Kevin N. & Matt D.
Address: 220 Parks Avenue

Below is a diagram of the area surveyed for a suspect leak.

Distance: 363' from A to B
Connection point: A= Hydrant Auxiliary Valve
Connection point: B= Hydrant
Connection point: C= Service to 220
Leak Location: At or near C
Comments: This is a leak at or near the service to 220 Parks Avenue. This drawing is not to scale.

We thank you for the opportunity to work for your Utility and look forward to serving you again. If you have any questions please don't hesitate to call.

M.E. SIMPSON COMPANY, INC.
LEAK LOCATION REPORT

Client: Joliet, Illinois Time: 9:00:00 AM
Date: Saturday, October 20, 2018 Tech: Jerry R. & Christian P.
Address: 1523 Marquette Road

Below is a diagram of the area surveyed for a suspect leak.

Distance: 404' from A to B
Connection point: A= Hydrant
Connection point: B= Hydrant
Connection point: C= Service to 1523
Leak Location: 4' from C
Comments: This is a leak at or near the service corporation to 1523 Marquette Road. The B-Box has dirt at the bottom and the curbside is very deep. We were unable to key. We need the B-Box cleaned out and a longer service key. This drawing is not to scale.

We thank you for the opportunity to work for your Utility and look forward to serving you again. If you have any questions please don't hesitate to call.

Listed below are two examples of our summary meter test report.

M.E. SIMPSON COMPANY, INC. - Technical Service:
COMPOUND / TURBINE / DISP. METER TEST REPORT

Client: South Bend, Indiana Location no. 88388
Account name: Easton Corp/Cuiter Hammer Inc. Account no. 9120173041
Building Name: Easton Forge Division Meter no. 14287498
Address: 2930 Foundation Drive Reg ID 14287498/1428349
Meter location: Shop area, west wall AMR ID
Meter size: 4" Brand: Badger - C-Series Type: Compound S/N: 74287498
Test port: Yes Bypass: Yes Inlet valve: Yes Outlet valve: Yes
B.P. Device on Service: Yes Bypass: No Inlet Valve: Yes Outlet Valve: Yes Testable: Yes
Size: 4" Brand: Contraco 40-20A02 Type: RPZ S/N: NK351

READINGS

Confined Space	No	O2 Level	Gas Present	Ok to Enter	Yes	Supervisor:
Meter Reading Upon Arrival	T/H	008659[0]	L	047039	FM	Units: Cubic Feet
Meter Reading After Post Test	T/H		L		FM	Units: Cubic Feet
Remote Reading Upon Arrival	T/H		L		FM	Units: Cubic Feet

TEST AND REPAIR DATA

Tested: 04/20/15 9:20 AM By: Nick M. & John B. Repaired: By:
Upon Arrival - Meter Sealed ☒ Bypass Sealed ☒ Upon Departure - Meter Sealed ☒ Bypass Sealed ☒

TESTS	Test Results			Post Test Results		
	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Post Test Accuracy	Actual Post Test Accuracy
Compound						
Minimum	1	97 - 103	99.6		95 - 103	
Below C.O.	5		100.7			
Change Over	20	90 - 103	94.3		90 - 103	
Above C.O.	50		99.6			
Intermediate	100	97 - 103	100.8		97 - 103	
Maximum	200	97 - 103	x		97 - 103	

Turb./Disp.	Test Results			Post Test Results		
	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Post Test Accuracy	Actual Post Test Accuracy
Start						
Minimum		97% - 103%			95% - 103%	
Intermediate		97% - 103%			97% - 103%	
Maximum		97% - 103%			97% - 103%	

TEST AND REPAIR COMMENTS

The meter tested within accuracy limits derived from AWWA M6

M.E. SIMPSON COMPANY, INC. - Technical Service:
COMPOUND / TURBINE / DISP. METER TEST REPORT

Client: South Bend, Indiana Location no. 88698
Account name: Noble America Corp. Account no. 161289
Building Name: Noble Americas Corp. Meter no. 14287495
Address: 3201 Calvert Street (W) Reg ID 14287498/1428749
Meter location: Vault by guard house, south of drive - north of scales. AMR ID
Meter size: 4" Brand: Neptune/Badger - C-Series Type: Compound S/N: 14287495
Test port: Yes Bypass: Yes Inlet valve: Yes Outlet valve: Yes
B.P. Device on Service: Yes Bypass: No Inlet Valve: Yes Outlet Valve: Yes Testable: Yes
Size: 4" Brand: Watts 909 Type: RPZ S/N: 1/9220

READINGS

Confined Space	Yes	O2 Level	21.1	Gas Present	None	Ok to Enter	Yes	Supervisor:
Meter Reading Upon Arrival	T/H	001174[0]	L	121133	FM	Units: Cubic Feet		
Meter Reading After Post Test	T/H	001177[0]	L	121150	FM	Units: Cubic Feet		
Remote Reading Upon Arrival	T/H		L		FM	Units: Cubic Feet		

TEST AND REPAIR DATA

Tested: 04/20/15 2:30 PM By: Nick M. & John B. Repaired: 04/20/15 3:00 PM By: Nick M. & John B.
Upon Arrival - Meter Sealed ☒ Bypass Sealed ☒ Upon Departure - Meter Sealed ☒ Bypass Sealed ☒

TESTS	Test Results			Post Test Results		
	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Post Test Accuracy	Actual Post Test Accuracy
Compound						
Minimum	1	97 - 103	99.6	1	95 - 103	99.7
Below C.O.	5		100.4	5		100.3
Change Over	20	90 - 103	94.5	20	90 - 103	95.6
Above C.O.	50		89.4	30		99.4
Intermediate	100	97 - 103	27.6	100	97 - 103	100.4
Maximum	200	97 - 103	0	200	97 - 103	100.3

Turb./Disp.	Test Results			Post Test Results		
	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Post Test Accuracy	Actual Post Test Accuracy
Start						
Minimum		97% - 103%			95% - 103%	
Intermediate		97% - 103%			97% - 103%	
Maximum		97% - 103%			97% - 103%	

TEST AND REPAIR COMMENTS

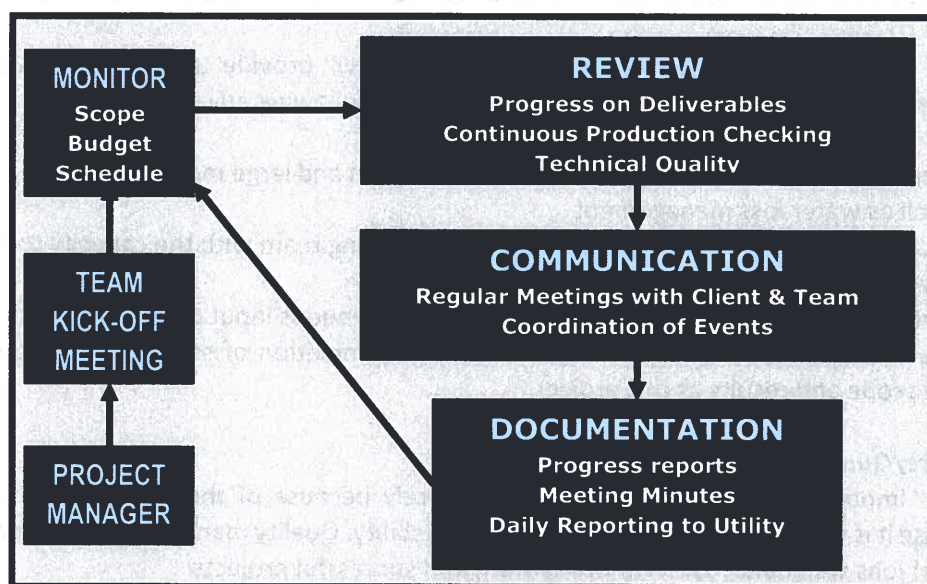
The meter failed to test within accuracy limits derived from AWWA M6. We opened the meter, cleaned and inspected the parts. The meter retested within accuracy limits derived from AWWA M6.

PROJECT MANAGEMENT APPROACH

M.E. Simpson Co., Inc.'s project management approach is what leads to our proven track record to complete projects on time and within the budget established. Based on our experience, we have developed project management practices that will ensure the Utility of effective communication and project tracking throughout this project. We will follow the Project Management Institute (PMI) standards, including the Project Management Body of Knowledge (PMBOK). These globally accepted standards will assure this project is planned, executed, monitored, and controlled in accordance with world class procedures. M.E. Simpson Co., Inc. has seasoned and experienced managers and technicians that will have continuous input, ensuring the results of the Water Distribution System Leak Detection Survey and Large Water Meter Testing Program exceed the expectations of the Utility.

Our project management system establishes - the single project manager – who has the responsibility and authority to act on behalf of M.E. Simpson Co., Inc. This project manager will stay with the project from beginning to the successful completion. The project manager's specific responsibilities include:

- ◆ Coordination of all activities in this project.
- ◆ Establishing key decisions and review milestones during this project.
- ◆ Preparing an initial project development plan identifying the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives.
- ◆ Coordinate communications and meetings with the Utility as needed or required to review technical concepts and alternatives, soliciting staff input and coordinating activities with the project team.
- ◆ Prepare periodic reports as needed and meet with the Utility on a regular basis summarizing project scheduling, progress and maintaining the project within the budget stipulated.
- ◆ Oversee the execution and development of the project deliverables.



Project management remains an important activity during the project and does not stop with the Project Manager. For the water distribution leak survey, each member of the project team is dedicated to providing the best leak detection and Water Meter Evaluation, Testing and Calibration programs that can be attained using the state-of-the-art technology and equipment, field experience and engineering knowledge. Our team will be made up of experienced water professionals that are experts in water loss control such as leak surveys and pinpointing, water

meter evaluation/testing (residential, commercial, wholesale, and production meters), and water distribution system hydraulic modeling, fire hydrant maintenance/flow testing and valve assessment and exercising.

It is this combination of experience and knowledge that has helped shape our approach to leak surveys and leak assessments in distribution systems because the team members have the capacity to make on the spot decisions regarding any fine tuning of the program. They will maintain constant communication with the Utility District and the Project Managers regarding their progress as well as any major issues needing immediate attention and discussion.



MESCO team members have been highly active with the AWWA Water Loss Control Committee helping with the rewrite of the M36 Manual, M33 Manual and revisions to the free Water Audit Software tool. Each team member is highly experienced in the implementation of leak surveys and assigned to specific tasks is dedicated to providing the best meter evaluation, testing and calibration knowledge that can be attained, as well as other water loss control programs. It is our team's combination of field experience and engineering knowledge that has shape our approach to water loss control programs in distribution systems. It is our team's combination of field experience and engineering knowledge that has shape our approach to water loss control programs in distribution systems.

MESCO is sure that the selection of our team to perform this work will provide the Utility with exceptional experience, sound decision making, and a level of service providing the following advantages:

- ◆ A professional team with a specialized expertise in leak detection and large meter evaluation, testing and calibration, as well as water loss management
- ◆ One of the finest and highly experienced technical and engineering team with the capacity to provide the highest quality work for the Utility.
- ◆ A project approach that incorporates interim reporting and continuous input opportunities by the Utility.
- ◆ Innovative proven analysis techniques developed from the completion of several similar projects that sought the same scope and results as this project.

Project Quality Assurance/Quality Control

Quality is of the utmost importance to MESCO Team – not merely because of the Utility and other client's requirements, but because it is vital to our continued success and viability. Quality management and services bring to all of us the rewards of jobs well done, satisfied Utility staff, and successful projects.

Our QA/QC program is built around several key elements of each participating firm's mission and values which consist of:

- ◆ Maintaining a reputation for the highest quality performance
- ◆ Client satisfaction
- ◆ Continuous process improvement

- ◆ Open communication with the field staff and the Utility
- ◆ Teamwork

The QA/QC plan for this project is very simple. No work will leave MESCO Team until it has been verified that all the requirements and objectives of the project as well as the requirements of the project QA/QC managers have been met. During the project, the Project Manager and/or the QA/QC manager will meet with the Utility to ensure that the work product is technically correct, but also meets the needs and expectations of the Utility. Every step will be well documented for progress reports.

MESCO Team's professional services are grounded in sound principles that meet the tests of time from past successes of hundreds of leak detection projects will satisfy the quality requirements of the Scope of Service. Each member of the project team has a thorough understanding of the project objectives. Every member of the team will apply sound methodology and principles, and are expected to produce quality, accurate and complete documents. The QA/QC procedure has been developed and implemented based on tried and proven methodologies. The prevention of poor-quality service is based on four sound principles:

- ◆ Quality management of the project by using experienced personnel committed to excellence.
- ◆ Conformance to requirements by being knowledgeable of all local conditions in the field and keeping abreast of new cutting-edge water loss remediation methods.
- ◆ Prevention of rework and errors by using teamwork, cross checking the leak survey procedures every step of the way and having staff knowledgeable in all aspects of leak survey projects.
- ◆ Quality is built in - not added on. The project management and staff have shown that a quality service is produced when the project tasks are properly sequenced and carried out to the final termination of the program using the built-in system of checks and balances.

SCHEDULE OF WORK

Kick Off Meeting and Commencement of work: Within 30 days of “Notice to Proceed” or as agreed upon between the Utility and M.E. Simpson to meet with Utility staff to go over project goals and objectives. Field work will begin the same day or agreed upon by the Utility and M.E. Simpson Co., Inc.

Fieldwork to be completed and documented: Field work will be started as agreed upon by the Utility and M.E. Simpson Co., Inc. Assume one field team (2 persons each), in the field for completion of field work for the Large Water Meter Testing Program and the water distribution system leak survey. Additional leak survey work beyond the approximate **106 miles** of water main or large meters may cause a shift in the completion date.

Daily Work Hours: Normal “on site” daily work hours will be 7:00 AM to 4:30 PM. Any work that needs to be performed outside the normal work hours will be discussed with the Utility at least 24 hours in advance.

Daily Reporting: The Field staff will meet with assigned Utility staff daily or as needed and determined by the assigned Utility Manager. Leaks located that need immediate attention will be documented and submitted immediately for the Utility’s attention. Minor issues will be reported daily for scheduling of repair. Appurtenances that need moderate to severe repair to listen to the water main and return the water meter to AWWA accuracy limits will be turned in to assigned Utility Manager daily or as agreed upon by, prioritized by severity.

Periodic Reports: Weekly summary reports for the Leak Detection Work will be available 5 workdays after field work has been validated for the program for each week. Weekly summary reports will be available 10 workdays after field work has been validated for the program for each week, for the Large Meter Testing work. These reports will have all the information compiled during the project for the week.

Final Reports: Final summary reports will be available 30 workdays after field work has been completed for the program. These reports will have all the leak data and large meter testing and calibration data compiled during the project.

EXPERIENCE OF KEY PERSONNEL

Our team brings the necessary experience for a project of this magnitude, as well as the personal attributes needed to serve the Village of Oak Park, IL with distinction. We offer our clients the highest quality technical and professional services, using state-of-the-art technologies and highly skilled and trained professionals. The M.E. Simpson Co., Inc. team members selected to serve the Village of Oak Park, IL bring significant experience and a proven track record of delivering timely, cost-effective and sound leak survey solutions and large water meter program solutions.

They share a passionate commitment to client service and attention to detail required for a successful project. The Organizational Chart at right illustrates the Project Team for the utility's Unidirectional Water Distribution System Leak Survey and Large Water Meter Testing program. One of the two Project Leaders listed will lead the Project Team in the field. **Two-Man Project Teams will be used at all times during the course of the project for reasons of safety and quality assurance.**

Project Manager: Aaron M. Horbovetz, PE, PMP

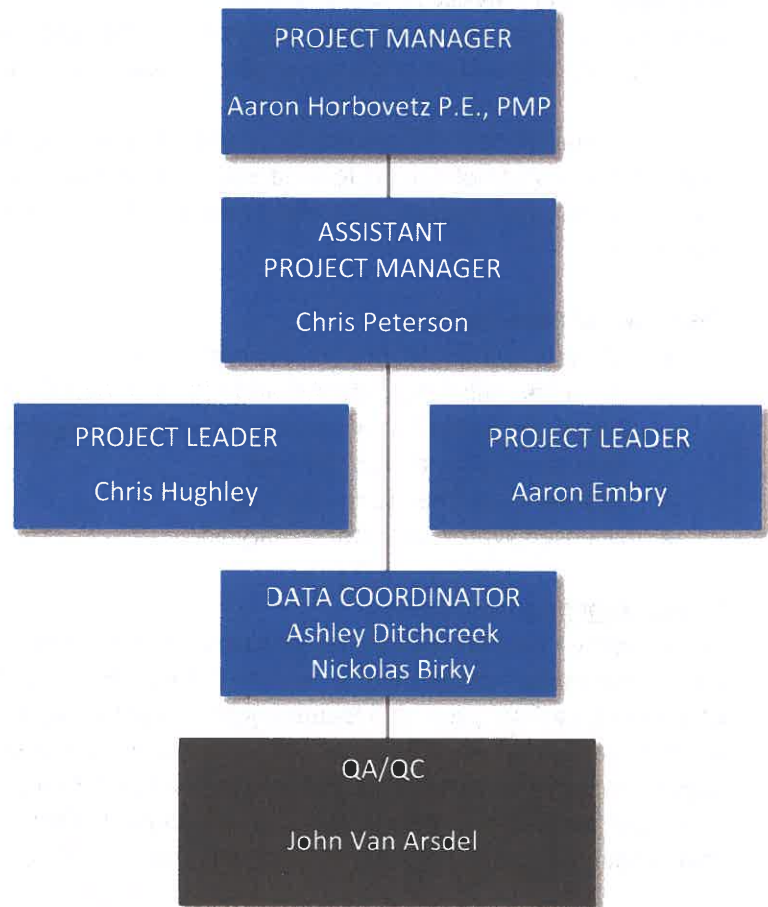
Aaron Horbovetz has been with M.E. Simpson Co., Inc. since 1999. In 2004-2005 he was on hiatus to pursue his engineering degree. He returned to M.E. Simpson Co., Inc. in 2006. He earned his degree in Mechanical Engineering from Purdue University and is a licensed Professional Engineer in the State of Indiana, since 2016. Aaron is also a certified Project Management Professional (PMP®), since 2013. He is a regular presenter at AWWA conferences, since 2012, both at section meetings and at the ACE conferences, and participates in multiple AWWA committees at both the local and national levels.

Aaron has attended numerous classes and lectures related to the operation, maintenance, and installation of water meters, and completed classes in plumbing. He has experience in the following: maintenance and installation of water meters; valve location, exercising and mapping, fire hydrant and main capacity flow testing, and the use of state-of-the-art leak detection equipment. Aaron also manages the company's hydraulics services division, including all Pitot testing, pump curve analysis, and C-Factor testing.

Mr. Horbovetz is responsible for the Engineering Division of M.E. Simpson Co., Inc. overseeing many of the more complex programs associated with hydraulic studies and Master Metering services.

Professional Certifications:

- ◆ Licensed Professional Engineer, Indiana



- ◆ Certified Project Management Professional (PMP)
 - Member of Project Management's Institute Calumet Chapter
- ◆ Certified Water Audit Validator (Indiana)
- ◆ 30 Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Extensive traffic control training
- ◆ Extensive confined space training

Assistant Project Manager: Chris Peterson

Chris Peterson has been with M.E. Simpson Co., Inc. since August 2006. He has attended numerous classes and lectures on the operation and maintenance of water meters.

Chris has experience in the maintenance and installation of water meters, valve location, exercising and mapping, and the use of state-of-the-art leak detection equipment. He is experienced in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

Professional Certifications:

- ◆ 10-Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Extensive traffic control training
- ◆ Extensive confined space training
- ◆ Licensed Water Operator – Maryland

Project Leader: Chris Hughley

Chris Hughley has been with the Company since November 2006. He previously worked in the retail industry before becoming a project leader with M.E. Simpson Company. Chris has traveled all over the country and world completing various projects including jobs in California, New Jersey, Minnesota, Arizona, Georgia and Turkey. Chris has attended numerous classes and lectures on the operation and maintenance of water meters. He has experience in the maintenance and installation of water meters; in valve location, exercising and mapping; and in the use of state-of-the-art leak detection equipment. Chris is experienced in water meter, fire hydrant and water main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

Professional Certifications:

- ◆ 10-Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Extensive traffic control training
- ◆ Extensive confined space training

Project Leader: Aaron Embry

Aaron Embry has been with the Company in since November 2014. Aaron has performed various projects in multiple states including Florida and Minnesota. Aaron has attended numerous classes and lectures on the operation and maintenance of water meters.

Aaron has experience in the maintenance and installation of water meters; valve location, exercising and mapping; and in the use of state-of-the-art leak detection equipment. He also is experienced in water meter, fire hydrant and water main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

Professional Certifications:

- ◆ 10-Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Extensive traffic control training
- ◆ Extensive confined space training

Data Coordinator: Ashley Ditchcreek

Ashley Ditchcreek has been with M.E. Simpson Company since May 2014. Ashley has a Bachelor of Science in Accounting from Purdue University and an MBA from Keller Graduate School of Management.

Ashley is involved in data quality control and creates reports for our clients. She also maintains our online (paperless) database and manages appointment projects.

Professional Certifications:

- ◆ Certified Water Audit Validator

Data Coordinator: Nicholas Birky

Nicholas Birky has been with the Company since April of 2010. Nicholas is a graduate of Purdue University with a Bachelor of Science in Economics and a graduate of Indiana University with a master's in economics. Nicholas maintains and analyzes all leak databases and data for leak detection survey projects.

QA/QC: John H. Van Arsdel

John H. Van Arsdel has been with M.E. Simpson Co., Inc. since May 1989. He graduated from Valparaiso University with a B.A. in Geography with an emphasis in Locational Evaluation and Research Design. Additional classes include water operator's classes and seminars on Water Filtration and Distribution, Vulnerability Assessment Class for the Sandia Labs RAM-W method and the RAM-W "modified" for small to medium systems (*licensed for the Sandia Labs RAM-W Method, and the RAM-W "modified" for small to medium water systems*), along with classes related to the operation and maintenance of water meters, and system hydraulics specifically related to the Polcon® Flow Testing equipment.

John has over 34 years of experience directing projects for water utilities including water audits, loss prevention, leak detection programs, meter evaluation and maintenance, flow testing using the Polcon® Flow Testing method (large flow meter assessments, C-factors, pump curves, zone flow measurements), mainline valve assessments (location, exercising and mapping programs), and fire hydrant and main capacity flow testing programs. He has presented numerous classes for continuing education credits for water operators for over 24 years to several local and state water works organizations on Water Loss Reduction including Water Audits, Leak Detection, Meter Testing and Flow Testing. He has presented water loss papers at the AWWA ACE in 2007, 2008, 2009, 2012, 2015, 2016, 2018, and the former DSS (now the WIC), 2010, 2011, 2012, 2014, the NAWL 2015, 2017, and 2019. In 2003, he conducted classes on Vulnerability Assessments and Emergency Response Planning for water utilities and conducted several VA and ERP projects. He served from 2010 to 2014 as Chair of the AWWA Water Loss Control Committee. For the Illinois Section in 2014-2015 he set up the Train the Trainer classes for Water Auditing and trained several sets of trainers and was the lead trainer for the Indiana Section AWWA Water Auditing and

Validation training for 2019-20 that is being handled by the Indiana Finance Authority. John is a Certified Water Audit Level 1 Validator for California and Indiana.

Professional Certifications:

- ◆ 30 Hour OSHA Certified for General Industry
- ◆ American Red Cross First Aid and CPR with AED Certified
- ◆ American Traffic Safety Services Association Flagging Certified
- ◆ Certified Water Audit Validator (Indiana)

SECTION IV
PROPOSAL FORM (Pricing)

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

Fee Proposal: Water System Support Services – 2023

M.E. Simpson Co., Inc. proposes to provide the necessary professional services for this project as follows:

<p style="text-align: center;">VILLAGE OF OAK PARK WATER SYSTEM SUPPORT SERVICES - 2023 SCHEDULE OF PRICES</p>					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
1	WATER DISTRIBUTION SYSTEM ACOUSTIC LEAK SURVEY	106	MILES	\$240.00	\$25,440.00
			LEAK SURVEY SUB-TOTAL:		\$ 25,440.00
2	1 1/2" TO 3" TURBINE OR COMPOUND METER PRETEST-IN PLACE	18	EACH	\$435.00	\$7,830.00
3	1 1/2" TO 3" TURBINE OR COMPOUND METER REPAIR & POST TEST-IN PLACE	8	EACH	\$195.00	\$1,560.00
4	1 1/2" TO 3" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	5	EACH	\$435.00	\$2,175.00
5	1 1/2 TO 3" TURBINE METER - REPAIR AND POST-TEST-MEASURING ELEMENT PULLED	3	EACH	\$195.00	\$ 585.00
6	4" TO 6" TURBINE OR COMPOUND METER PRETEST-IN PLACE	12	EACH	\$435.00	\$5,220.00
7	4" TO 6" TURBINE OR COMPOUND METER REPAIR AND POST-RETEST-IN PLACE	5	EACH	\$195.00	\$ 975.00
8	4" TO 6" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	3	EACH	\$435.00	\$1,305.00
9	4" TO 6" TURBINE METER, REPAIR AND POST-TEST-MEASURING ELEMENT PULLED	2	EACH	\$195.00	\$ 390.00

10	PRE-REPLACEMENT INSPECTION	5	EACH	\$395.00	\$1,975.00
11	MISC. PARTS ALLOWANCE				\$ 1,500.00
14	2-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR	\$295.00	\$2,360.00
15	3-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR	\$395.00	\$3,160.00
METER TESTING SUB-TOTAL:					\$ <u>29,035.00</u>
OVERALL TOTAL:					\$ <u>54,475.00</u>

** All incidental costs / travel expenses are to be included in Unit Cost for Items

SUBMITTED BY:

M.E. Simpson Co., Inc.

Firm Name

Michael Simpson

Authorized Representative



Signature

Chief Executive Officer

Title

May 8, 2023

Date

mike@mesimpson.com

E-mail

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY City of Joliet, IL

ADDRESS 921 East Washington St. Joliet, IL 60433

CONTACT Ms. Allison Swisher, P.E.

PHONE 815-724-4230

WORK 2008 - Current

PERFORMED Leak survey of 685 miles of water main.

MUNICIPALITY City of Batavia, IL

ADDRESS 200 North Raddant Road, Batavia, IL 60510

CONTACT Jeremy Barkei, Water and Sewer Division Superintendent

PHONE 630-454-2300

WORK 2007 - Current

PERFORMED Leak survey of 157 miles.

MUNICIPALITY City of Rockford, IL

ADDRESS 523 South Central Avenue, Rockford, IL 61101

CONTACT Devin Johnson, Senior Project Manager

PHONE 815-724-4320

WORK 2015 -Current

PERFORMED Leak survey on 250 miles of water main.

MUNICIPALITY Village of Downer's Grove

ADDRESS 5101 Walnut Avenue, Downers Grove, IL 60515

CONTACT David Moody, Assistant Director of Public Works

PHONE 630-434-5462

WORK 2011 - Current

PERFORMED Leak survey on 233 miles per year.

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

<u>MUNICIPALITY</u>	<u>Village of Westmont, IL</u>
<u>ADDRESS</u>	<u>39 East Burlington Westmont, IL 60559-1790</u>
<u>CONTACT</u>	<u>Amy Ries P.E., Director of Public Works</u>
<u>PHONE</u>	<u>630-829-4450</u>
<u>WORK</u>	<u>1986 - Current</u>
<u>PERFORMED</u>	<u>Large Meter Testing Program.</u>

<u>MUNICIPALITY</u>	<u>Village of Orland Park, IL</u>
<u>ADDRESS</u>	<u>15665 South Ravinia Avenue Orland Park, IL 60462</u>
<u>CONTACT</u>	<u>Mr. Ken Dado</u>
<u>PHONE</u>	<u>708-403-6350</u>
<u>WORK</u>	<u>2006 - Current</u>
<u>PERFORMED</u>	<u>Large Meter Testing Program.</u>

<u>MUNICIPALITY</u>	<u>Department of Water Management (DWM), Chicago, IL</u>
<u>ADDRESS</u>	<u>1424 West Pershing Road, Chicago, IL 60609-2406</u>
<u>CONTACT</u>	<u>Mr. Mike Grillo, Deputy Commissioner</u>
<u>PHONE</u>	<u>312-747-7706</u>
<u>WORK</u>	<u>2012 - Current</u>
<u>PERFORMED</u>	<u>Evaluations and testing for 2000 commercial/industrial large meters.</u>

<u>MUNICIPALITY</u>	<u>City of Mishawaka, IN</u>
<u>ADDRESS</u>	<u>126 North Church Street</u>
<u>CONTACT</u>	<u>Mr. Brian Galletti, Meter/Backflow Supervisor</u>
<u>PHONE</u>	<u>574-258-1653</u>
<u>WORK</u>	<u>1986 - Current</u>
<u>PERFORMED</u>	<u>Large meter testing, evaluating, application and accuracy</u>

SECTION V
PROPOSER CERTIFICATION

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



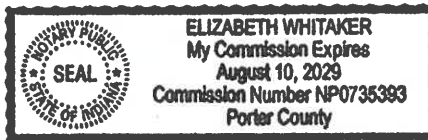
Michael Simpson
(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this 8th day of May, 2023.



Notary Public's Signature

- Notary Public Seal -



SECTION VI
TAX COMPLIANCE AFFIDAVIT

Michael Simpson, being first duly sworn, deposes and says:
that he/she is Chief Executive Officer of
(partner, officer, owner, etc.)
M.E. Simpson Co., Inc.
(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: _____

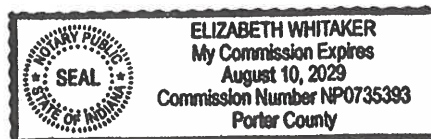
Michael Simpson, Chief Executive Officer
(name of Proposer if the Proposer is an individual)
(name of partner if the Proposer is a partnership)
(name of officer if the Proposer is a corporation)

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

Subscribed and sworn to before me this 8 day of May, 2023.

Elizabeth Whitaker
Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The Consultant is a corporation, legally named M.E. Simpson Company, Inc. and is organized and existing in good standing under the laws of the State of Indiana. The full names of its Officers are:

President Dan Hood

Secretary Pamela Hood

Treasurer Michael Simpson

Registered Agent Name and Address: Michael Simpson 751 Mill Crossing, Valparaiso, Indiana 46385

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

B. Sole Proprietor:

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

C. Partnership:

The Consultant is a Partnership which operates under the name _____
The following are the names, addresses and signatures of all partners:

Signature

Signature

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

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

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

Signature of Owner

**SECTION VIII
COMPLIANCE AFFIDAVIT**

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

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

Signature: _____

Name and address of Business: M.E. Simpson Company, Inc. 3406 Enterprise Avenue, Valparaiso, IN 46383

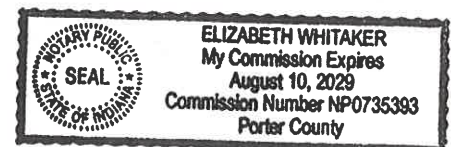
Telephone (800) 522-1521

E-Mail mike@mesimpson.com

Subscribed to and sworn before me this 8 day of May, 2023.


Notary Public

- Notary Public Seal -



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

SECTION 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 Department of Public Works at 708-358-5700.

1. Consultant Name: M.E. Simpson Company, Inc.
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?

<u>76</u>	Number of full-time employees
<u>1</u>	Number of part-time employees

4. Similar information will be requested of all sub-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: May 8, 2023

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

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

Consultant Name M.E. Simpson Company, Inc.
Total Employees 77

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	
Officials & Managers	14	13	1	2	1					3
Professionals	2	2								
Technicians	50	49	1	11	7		2			20
Sales Workers	1	1								
Office & Clerical	10	3	7						3	3
Semi-Skilled										
Laborers										
Service Workers										
TOTAL	77	68	9	13	8		2		3	26
Management Trainees										
Apprentices										

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

Michael Simpson _____, being first duly sworn, deposes and says that he/she is the _____ Chief Executive Officer
(Name of Person Making Affidavit) (Title or Officer)

of M.E. Simpson Co., Inc. 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 8 day of May, 2023.

May 8, 2023

(Date)

(Signature)

SECTION I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Water System Support Services - 2023
Project #23-117
Issuance Date: April 26, 2023

The Village of Oak Park will be accepting Proposals from qualified Consultants for one Water Distribution System Leak Survey and one round of Large Water Meter Testing and Repair, with the services to be performed simultaneously in late Summer of 2023, as is further described within this document.

Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., **until 11:00 a.m. local time on Thursday, May 11, 2023.**

Specifications and Proposal forms may be obtained at the Public Works Center or on the Village's website <http://www.oak-park.us/your-government/finance-department>.

The Oak Park Public Works Center is open to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or drop off upstairs at Public Works Center during business hours Monday-Friday 7:30-4:00. There will be a formal 'bid opening' for the contract at the appointed time. Electronic signatures will be accepted on all documents. Proposals or questions may also be emailed to James Eggen, Water and Sewer Project Manager (jeggen@oak-park.us), or Ken Monterubio, Water Meter Supervisor (kmonterubio@oak-park.us).

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

The Village reserves the right to accept or reject any and all Proposals or to waive technicalities, or to accept any item of any proposal.

Submission of Proposals

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

"Water System Support Services - 2023"
"Project 23-117"

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

TO: Ken Monterubio, Water Meter Supervisor
Oak Park Public Works Department
201 South Blvd.
Oak Park, IL 60302

LEGAL NOTICE

The Village of Oak Park will receive sealed bids from qualified contractors at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **11:00 a.m. on Thursday, May 11, 2023** for the following:

Village of Oak Park
Water System Support Services - 2023
Bid Number: 23-117

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

SECTION II
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

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

Award of Agreement

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

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

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Proposals

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

Investigation of Consultants

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

Rejection of Consultant

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents

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

Minority Business and Women Business Enterprise Requirements

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

Fees and Cost

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

Dispute Resolution

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

SECTION III **DETAILED SPECIFICATIONS**

The Village of Oak Park is seeking a qualified professional services firm to perform Water System Support Services including a system wide leak detection survey and an accuracy flow testing and repair of large distribution water meters.

The Village-wide leak survey will encompass approximately 106 miles of water main throughout the Village and be conducted continuously over a three-week period in the Summer/Fall of 2023, actual dates to be determined. The listening points will include, but is not limited to, each hydrant and accessible valve. Services and b-boxes will be used on an as needed basis to minimize the distance between listening points.

The large meter testing component of this project will confirm the accuracy of large diameter water meters, repair meters that are outside acceptable accuracy limits. It is the intention of this project to reduce or eliminate sources contributing to Non-Revenue water totals prior to the start of the next reporting period on October 1, 2023. It is anticipated that this project will be executed by two separate crews in the same timeframe.

Overview of Project

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

LEAK SURVEY

- 1) The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the leak detection survey.
- 2) The contractor shall provide a work plan to implement the leak detection program, including the steps and timeframe required for this work to be completed including a description of the equipment being used to perform the survey.
- 3) Provide a detailed description of leak detection surveying and pinpointing methods.
- 4) Provide a typical diagram/drawing of the area the leak was located with significant landmarks to help identify the location.
- 5) Provide an estimate, in gallons per day, of the water loss for each leak located.

Services to be provided are further define in the Detailed Scope of Work found on page 12.

METER TESTING

- 1) The Village of Oak Park will notify customers by mail of the Village's intention to have the water meter tested and that the "successful bidder" will be performing this service.
- 2) The contractor shall be responsible for all coordination with the water customer.
- 3) The Village will provide mailing list to the contractor. Contractor will be required to contact the customer, evaluate tools and equipment required to perform the test. Testing would be scheduled to allow notification time for building occupants.
- 4) At scheduled time, isolate meter to perform the flow test. Test meter in accordance with AWWA Manual M6, at multiple flow rates.
- 5) Any meter failing the flow test shall be cleaned, repaired and retested. Meters which are subject to plugging due to debris in the main shall be flushed and retested. Oak Park Public Works will aid with this flushing operation.

- 6) Detailed Inspection Reports shall be provided for any meters requiring replacement or repairs outside the scope of this agreement. Report shall include a piping diagram with dimensions.
- 7) Final Report shall be bound and include summary results of the individual tests with approximated water volumes recovered due to testing program.

Property Damage

The Proposer shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Proposer shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Proposer to repair to its original condition and to the satisfaction of the Village. Any discharge hose used for flushing from inside the building shall be clean and free from any pinhole leaks.

Idling of Equipment

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

Periodic Inspection

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

Firm Experience

The Proposer shall provide a company overview covering all the services provided. This should include the primary line of business, how long the company has been in business and how long the company has been providing leakage assessment services with regard to this proposal. The Proposer will submit at least four (4) projects for each task where the Proposer has completed similar work in size and scope in the last three years. This submittal will include the following:

- A brief description of the work completed.
- Contracted amount.
- Time required to complete the project. The Village would like to complete these surveys in September, 2023.
- Findings of the project.
- Projected annualized cost saving to the Utility authorizing the project.
- Contact names, phone numbers, addresses, and e-mail addresses of the Utility authorizing the project.

Firm Registration

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

Subletting of Contract

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

Experience of Key Personnel

Provide an organizational chart outlining the project management, field personnel and related staff to be included in the project. As a condition of this request the firm must provide experienced, courteous, professional, trained and qualified personnel. The project team shall be composed of the following personnel:

- A Project Manager with a minimum of five (5) years of managing leak detection survey programs.
- A Field Project Leader with a minimum of five (5) years of leak detection survey experience, and
- Fully trained Field Technicians, each with a minimum of one (1) year of leak detection survey experience.

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

PREVALING WAGE ACT

This Contract is not subject to the Prevailing Wage Act.

PREQUALIFICATION

This Contract is not subject to prequalification requirements.

Safety

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

Obstruction of Streets and Rights-of-Way

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

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

Accident Prevention

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

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

Reporting

The Proposer is responsible for keeping the Village updated on its work on a regular basis. The Village requires that the Proposer provide a proposed and actual work schedule if and when requested. These records must be turned into the Water and Sewer Project Manager's office or emailed when requested. The report will include the proposed work to be completed in the village for the week and an actual work completed report for the previous weeks if requested.

Motorized Equipment

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

Parking

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

Traffic Control Plan

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

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

Alterations, Omissions and Extra Work

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

Method of Payment

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

Change Orders

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

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

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

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

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

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

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.

Correction of Work Prior To Final Payment

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

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

Proposer's Representative

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

Time of Work

Proposer shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Public Works Director. It is acknowledged that some functions of this project will need to be performed outside of normal working hours due to traffic constraints or to provide locate services during periods of low ambient noise in the water system. Notice shall be provided to Village representatives as situations occur.

Dispute Resolution

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

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Proposal.

Evaluation of Proposal

The Village of Oak Park will evaluate each submission based on the following:

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

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

Proposal Submission Instructions

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

Four (4) copies of sealed proposals shall be sent via mail or hand-delivery to Village of Oak Park Public Works Department at the following address, no later than **11:00 a.m. on Thursday, May 11, 2023**. Late proposals will not be accepted.

Mark outside of bid envelope as follows:

- RFP #23-117 Water System Support Services - 2023
- Firm name
- Date / time of proposal deadline
- **Confirm receipt of all contract Addenda**

Detailed Scope of Work

The following is a detailed project scope of professional services:

Leak Survey

Perform an overall system leak survey of targeted areas of the Village's water distribution system in accordance with AWWA and industry standards. Provide paper map with numbered location IDs and ArcGIS files showing a point location for each leak. The ArcGIS shapefile / geodatabase shall include the following attribute fields:

- Location per sub-meter GPS.
- Date of leak test.
- Estimated severity in GPM.
- Notes (as applicable).

The coordinate system shall be Illinois State Plane EAST Zone (foot).

Leaks shall be located within the accuracy of current “state-of-the-art” technologies for leak detectors and electronic correlators. The Village may elect to reject payment for marked leaks that cannot be found within a reasonable excavation limit. For the leak survey in high-traffic / high-noise areas, including the downtown business district, the Consultant shall schedule the work at night and / or early morning to minimize background noise. No additional compensation will be allowed for night scheduling.

General Water System Information (approximate total inventory):

- | | |
|---------------------------|--------|
| • Miles of Water Main: | 106 |
| • Fire Hydrants: | 1,265 |
| • Main Line Water Valves: | 1,350 |
| • Buffalo Boxes: | 12,500 |

Deliverables-Leak Survey

Upon completion of the project, a written report shall be submitted including a summary of the project, survey review with observations, data sheets noting each individual leak with a drawing of its location, estimated GPM loss, and conclusions.

All deliverables are incidental to other contract items for payment.

Large Water Meter Testing – Commercial / Industrial

Test large water meters in accordance with AWWA standards. The Village uses water meters by Neptune Technology Group. These meters are located in commercial, industrial, institutional, and multi-family residential facilities. Meters may be located indoors or in outdoor pits. The Consultant shall perform all scheduling and communication with the Village's water customers. This will include scheduling during nighttime, weekend, and production slowdowns / shutdowns to minimize the impact on customers. All costs are incidental to this item. No additional compensation is allowed for after-hours work.

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

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

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

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

Meter Testing Parts Allowance

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

The Village standard for meters is Neptune.

Deliverables-Meter Testing

The following deliverables are required for the project:

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

All deliverables are incidental to other contract items for payment.

Overall Project Schedule

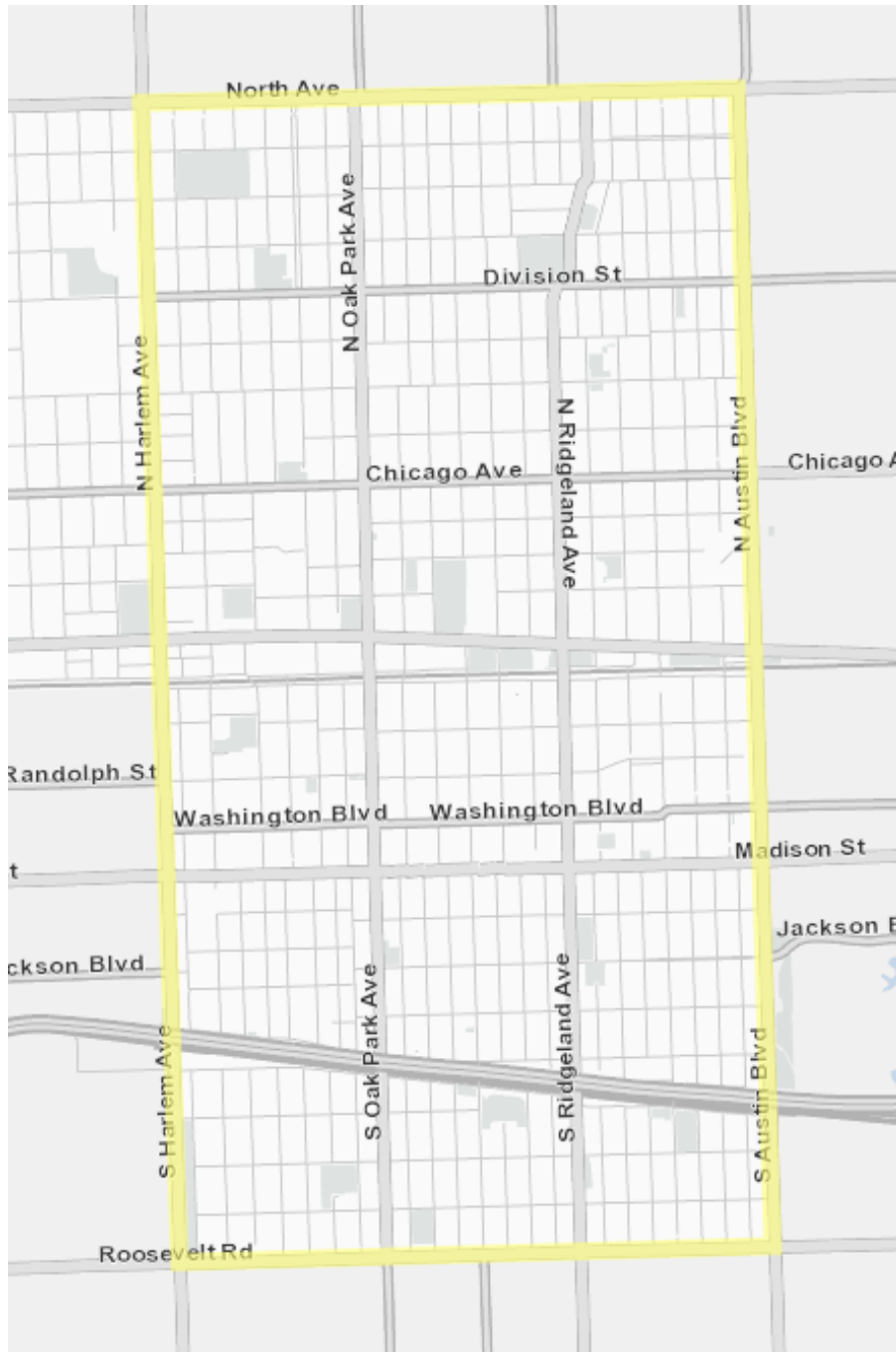
Leak Survey and Meter Testing shall be completed no later than September 15, 2023 with written report due October 27, 2023.

Maps and Data Provided By Village

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

- ArcGIS Online internet mapping application, which allows on-screen distance measurements.
- Exported copy of the Village's water GIS database in shapefile or other ESRI-compatible format.
- Electronic version of the Village-wide map in PDF format.
- PDF versions or paper copies of detailed engineering drawings only as needed and available.

The Consultant shall be responsible for printing out maps if hard copies are desired. The Village will assist in printing out maps if needed for emergency situations only.



WATER SYSTEM BOUNDARY OAK PARK, IL

WORK PROVIDED BY VILLAGE

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

SECTION IV
PROPOSAL FORM (Pricing)

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

Fee Proposal: Water System Support Services – 2023

_____ proposes to provide the necessary professional services for this project as follows:

<p style="text-align: center;">VILLAGE OF OAK PARK WATER SYSTEM SUPPORT SERVICES - 2023 SCHEDULE OF PRICES</p>					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
1	WATER DISTRIBUTION SYSTEM ACOUSTIC LEAK SURVEY	106	MILES		
			LEAK SURVEY SUB-TOTAL:		\$_____
2	1 1/2" TO 3" TURBINE OR COMPOUND METER PRETEST-IN PLACE	18	EACH		
3	1 1/2" TO 3" TURBINE OR COMPOUND METER REPAIR & POST TEST-IN PLACE	8	EACH		
4	1 1/2" TO 3" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	5	EACH		
5	1 1/2 TO 3" TURBINE METER - REPAIR AND POST-TEST-MEASURING ELEMENT PULLED	3	EACH		
6	4" TO 6" TURBINE OR COMPOUND METER PRETEST-IN PLACE	12	EACH		
7	4" TO 6" TURBINE OR COMPOUND METER REPAIR AND POST-RETEST-IN PLACE	5	EACH		
8	4" TO 6" TURBINE METER PRETEST-MEASURING ELEMENT PULLED	3	EACH		
9	4" TO 6" TURBINE METER, REPAIR AND POST-TEST-MEASURING ELEMENT PULLED	2	EACH		

10	PRE-REPLACEMENT INSPECTION	5	EACH		
11	MISC. PARTS ALLOWANCE				\$ 1,500.00
14	2-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR		
15	3-MAN CREW RATE FOR SPECIALTY REPAIRS (LABOR ONLY)	8	HOUR		
				METER TESTING SUB-TOTAL:	\$ _____
				OVERALL TOTAL:	\$ _____

****** All incidental costs / travel expenses are to be included in Unit Cost for Items

SUBMITTED BY:

Firm Name

Authorized Representative

Signature

Title

Date

E-mail

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

SECTION V
PROPOSER CERTIFICATION

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

(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this _____ day of _____, 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 Consultant is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

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

C. Partnership:

The Consultant is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner

SECTION 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 Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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

Notary Public

- Notary Public Seal -

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

SECTION 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 Department of Public Works at 708-358-5700.

1. Consultant Name: _____

2. Check here if your firm is:

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

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

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

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

Consultant Name _____

Total Employees _____

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

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

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

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it
be relied upon. Subscribed and sworn to before me this _____ day of _____, 2023.

(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. 23-117; Water System Support Services - 2023

Comments:

Signed: _____

Phone: _____

**SECTION XI
AGREEMENT
(For Reference – Do Not Fill Out)**



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, 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
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (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 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
201 South Boulevard
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.

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.

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 Consultant - capitalized]

By: Lisa Shelley
Its: Interim Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST:

By:
Its:

Date: _____, 2023



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	56401156
Entity Name	M.E. SIMPSON COMPANY, INC.
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
Wednesday, 22 May 1991

State
INDIANA

Duration Date
PERPETUAL

Agent Information

Name
ILLINOIS CORPORATION SERVICE COMPANY

Address

801 ADLAI STEVENSON DRIVE
SPRINGFIELD , IL 62703

Change Date

Tuesday, 24 February 2015

Annual Report

Filing Date

Tuesday, 16 May 2023

For Year

2023

Officers

President

Name & Address

DAN HOOD 3406 ENTERPRISE AVE.VALPARAISO, IN 46383

Secretary

Name & Address

PAMELA HOOD SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)