



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this ____ day of ____ 2024, between and shall be binding upon the Village of Oswego (Village), and _____, (Contractor).

The entire Proposal package together with all Exhibits and attachments and the following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a Proposal means that the respondent is familiar with all conditions and intends to comply with them unless noted otherwise.

In consideration of these covenants, the parties agree as follows:

Scope of Work Terms

1. DEFINITIONS

The definitions set forth in the Proposal Packet are incorporated herein.

2. CONDITIONS

The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.

3. SCOPE OF SERVICES

In consideration of the mutual promises of the parties delineated in the Exhibits attached and made part of this Agreement, the Contractor agrees to perform the services and the Village agrees to pay for the services.

4. AGREEMENT TERM AND RENEWAL

The Agreement shall commence upon village board approval and be for a two-year period but may be extended on an annual basis at the option of the Village in its sole and absolute discretion, for up to two additional years. The Village and Contractor may extend the term of this agreement if the parties agree, in writing, on the terms of such extension.

5. EXHIBITS AND APPENDICES

The following are attached to and expressly made a part of this Agreement:

Exhibit A: Scope of Services

6. REPRESENTATIVES

The Village Representative shall be Baxter & Woodman, Inc. (Baxter & Woodman). Contractors designated representative shall be _____. Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this agreement.

7. WORK SCHEDULE

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	

All work shall be performed during normal business hours (Monday through Friday 7:00 AM-3:00 PM). If the Contractor plans to work outside of these hours, the Contract must receive verbal confirmation from the Municipalities granting the variance in work hours. The Contractor is responsible for scheduling appointments in advance with the Village Representative.

8. VILLAGE'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES

The Contractor shall develop and submit for review and approval by Village any procedures, checklists, drawings, specifications and other documentation requested by Village to verify that the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by Village until such approval has been obtained.

9. PREMISES

Contractor shall confine its facilities, materials, tools and equipment on Village's Site in areas specified by Village for that purpose. Contractor shall during the progress of work and on a daily basis upon completion of the Work, clean up and remove from Village's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave

Village's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return Village's Site to its original condition or as otherwise required in the scope of work.

Payment Terms

10. AGREEMENT AMOUNT AND PRICES

For the Contractor's services described in the agreement documents, the Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act".

Unless specifically agreed to by the Village, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the Contractor (copies or reproductions for external use, *i.e.*, submittals to the Village or other governing agencies, are allowable as reimbursable expenses.)

11. WAGES

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\)](#) and [\(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls** —

(i) **Basic record requirements** —

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements** —

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Environmental Protection Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime

contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the Environmental Protection Agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and

may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Environmental Protection Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated

in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(13) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(14) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$31 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(15) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** The Environmental Protection Agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(16) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including

interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(17) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

12. INVOICING AND PAYMENT

The Contractor shall submit invoices electronically. Invoices will cover the services performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. Statements shall include a detailed breakdown of all charges incurred.

The invoice shall detail personnel name, title, pay rate, hours charged, and task performed.

If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, services performed in the current period, services anticipated to be performed in the next period and information or deliverables that the Contractor is waiting for.

The following five items shall be clearly addressed in each monthly report:

1. Services performed in the period covered by the invoice.
2. Services to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Contractor is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual project – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The Village agrees to make monthly payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-contractor costs are not considered direct costs for purposes of calculating the withheld amount. Should charges related to travel be required, the Contractor shall notify the Village for approval and no further action shall be done by the Contractor until authorization to proceed in writing has been received from the Village.

If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by the Village until the nonconformity is corrected. The Village shall pay the Contractor for the work as outlines above as the same may be adjusted by a Change Order.

13.CHANGES AND CHANGE ORDERS

The Village may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by the Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice.

Notwithstanding such objection, if directed by Village, Contractor shall proceed with the change. The Contractor shall not proceed with additional work without written authorization from Village.

Party Terms

14. INDEPENDENT CONTRACTOR

Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of Village.

15. ASSIGNMENT

Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Village's written consent, which consent shall not be unreasonably withheld. In the event Village consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and Village. Contractor shall be as fully responsible to Village for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. The Contractor will not file a mechanic's lien related to the services provided under this Agreement and ensure that its subcontractors do not file any such liens. Village's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

16. NOTICES

Any notice shall be in writing and shall be deemed sufficient when personally served or sent United States mail as follows:

To the Village:

Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

To the Contractor:

17. SUPERVISION OF WORK OF OTHERS

The Contractor shall not at any time supervise, direct, or have control over any other Contractor's or contractor's work, nor shall the Contractor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any other Contractor or contractor, nor for safety precautions and programs in connection with the other Contractor's or contractor's work, nor for any failure of any other contractor to comply with laws and regulations applicable to Contractor's work. The Contractor neither guarantees the performance of any other contractor nor assumes responsibility for any other contractor's failure to furnish and perform its work. The Contractor shall have no authority to stop any other

contractor's work but will advise Village of work that is not in conformance with the approved plans and specifications.

18. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

Village shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by Village or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at Village's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

19. SUBLETTING AND ASSIGNMENT OF CONTRACT

The Contractor may sublet portions of the services. Sub-contractors shall conform, in all respects, to the applicable provisions specified for the Contractor and shall further be subject to approval by the Village prior to the performance of any services by the sub-contractor. Rejection of a particular sub-contractor shall not be cause to alter the original Agreement or to request additional compensation. The Contractor shall identify all proposed sub-contractors who will furnish services. The services to be done by the sub-contractor shall be outlined in detail to the Village prior to the start of services and identified in the progress reports submitted by the Contractor. The qualifications of the proposed sub-contractor shall be submitted to the Village, in the same format and basic requirements as required of the Contractor. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the Agreement by direct employees of the Contractor. The Contractor may not assign this Agreement to any party, including a successor, without approval of the Municipalities

20. TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Contractor when requested.

Protective Terms

21. DISPUTE RESOLUTION

The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the Village and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding mediation. If within sixty (60) days after such

disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

22.SUSPENSION OF SERVICES

The Village may, at any time, by written order to the Contractor require the Contractor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order the Contractor shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. Contractor shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. Upon resumption of services, the Village shall compensate the Contractor for reasonable expenses incurred as a result of the suspension and resumption of its services, and the Contractor's schedule and fees for the remainder of the Project shall be equitably adjusted.

23.TERMINATION OF AGREEMENT

The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Agreement, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.

- A. When this Agreement, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this Agreement has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
- B. Termination of the Agreement, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
- C. Upon such termination, the Contractor shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting.

24.SURVIVAL

The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

25.DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all of the services furnished thereunder shall be delivered to the Village for the express use of the Village. Documents are not intended or represented to be suitable for reuse by the Village or others on any other project. Any such use without the prior written authorization of the Contractor will be at the Village's sole risk. The Contractor does have the right to retain original documents but shall cause to be delivered to the Village such quality of documents so as to enable reproducibility of the documents delivered. In particular, the Village

may request, at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document.

26. WARRANTIES

Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; (4) not manufactured and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety, and Buy American and Steel Products requirements; and (5) compliant with Build America By America (BABA) and American Iron and Steel Act (AIS). These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect.

27. INSPECTIONS AND TESTS

Village may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give Village reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify the such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify Village when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, Village shall have the right to inspect and test the Work. Village shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by Village shall not relieve Contractor of any of Contractor's duties and obligations.

28. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of services under this Agreement as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractor shall be at least as broad as the following:

- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Names the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Names Baxter and Woodman, Inc. as an additional insured in accordance with the obligations and conditions set forth below.
 3. Names DuPage Water Commission as an additional insured in accordance with the obligations and conditions set forth below.
 4. Blanket contractual liability coverage, to the extent permitted under Illinois law at least as broad as CG 00 01.
 5. Premises-Operations and Independent Contractors.
 6. Broad form property damage coverage.
 7. Personal injury coverage.
 8. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 9. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
- ii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
- iii. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above on a following form basis with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- iv. Professional Liability Insurance. Contractor shall procure and maintain professional liability insurance coverage: Per Claim: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplement extended reporting period coverage for a period of not less than 2 years.

- B. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the additional insureds under the Contractor's Commercial General liability and Automobile liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Contractor. General liability coverage additional insured status shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 04 13 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of applicable endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled without at least thirty (30) days prior written notice given to the Village, with a ten (10) day exception for non-payment of premium. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide notice to the Village within three (3) business days of the cancelation of any insurance policy or policies required hereunder. The Contractor's Commercial General Liability and Automobile Liability policies shall be Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf, provided by Endorsement CG 20 01. If the Village and Baxter and Woodman, Inc. have other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - iv. The Contractor shall require that every subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
 - v. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 1. Allowing services by the Contractor or any subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.

- vi. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the subcontractor of any tier and cannot be waived by any act or omission of the Village.
- vii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
- viii. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the services of this Agreement within 24 hours of the occurrence giving rise to such a potential claim becomes known to the Contractor.
- ix. All insurance shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

29. INDEMNIFICATION

With respect to liability arising from other than professional services, to the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, and hold the Municipalities, their officers, and employees harmless from and against all damages, liabilities, and costs including but not limited to reasonable attorneys' fees, arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor is legally liable regardless of whether or not such claim, damage, loss, or expense is claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of a party indemnified hereunder except to the extent caused by the sole legal cause of a party indemnified hereunder.

30. FORCE MAJEURE

Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the Contractor's compensation and schedule shall be equitably adjusted. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

31.NO CONTINGENT FEE WARRANTY

Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, Village shall have the right to terminate this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage, or contingent fee.

32.COMPLIANCE WITH LAWS AND LICENSES

Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation. Specifically, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

33.NON-WAIVER

The failure of either party in anyone or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

34.VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

35.CONFLICT OF INTEREST

The Contractor agrees to not perform professional services during the term of the Agreement for any project or services that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area, without notification to the Village prior to rendering services. The Contractor agrees to provide the Village with written notification whenever the services provided under this Agreement shall require the Contractor to review or inspect services performed by any other Contractor or corporation for whom the Contractor is or has within the previous twelve (12) months provided professional services, or with which any of the Contractor's owners, partners or principals have a financial interest. The Contractor agrees to provide written notification to the Village whenever the Contractor, or any other Contractor or corporation with which any of the Contractor's owners, partners or principals have a financial interest, performs services that may be subject to the Village's review/inspection, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning

area. The Village may at its discretion disqualify the Contractor from participation as a representative of the Village in such projects or in projects potentially impacted. The Contractor acknowledges that it may not have officers or employees who are officers or employees of the Municipalities.

36. CONFIDENTIALITY/PUBLICITY

All of the reports, information, or data, prepared or assembled by or provided to the Contractor are confidential and except as specifically authorized in this Agreement or as may be required by law, the Contractor must not make available the reports, information, or data, to any other individual or organization. The Contractor must not publicize its work under this Agreement without the prior written approval of the Village.

37. CERTIFICATIONS

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Contractor hereby:

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Proposal rigging) or 33E-4 (Proposal rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Certifies that it has not been debarred in the last five years by any governmental entity nor been convicted of any form of bribery or fraud, and
- C. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- D. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- E. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and

- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act, and
- I. In accordance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.), employment and appointment preference must be given to veterans when filling positions. This preference may be given only where the individuals are available and qualified to perform the Work. Contractor must ensure that the above provision is inserted in all contracts it enters into with any subcontractors and any labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any material, labor, or services in connection with this Agreement.

38.EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred

from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

39.CONFLICT ERRORS; OMISSIONS

In the event Contractor or Village becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by Village, subject to Contractor's right to seek to an equitable increase in compensation or time of performance.

40.CHANGED CONDITIONS

The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this Contract or which would not have been discovered by the contractor using commercially reasonable due diligence, and which materially and adversely impair Contractor's ability to meet its obligations hereunder will constitute a materially different site condition entitling Contractor, at its option, to terminate this Contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

VILLAGE OF OSWEGO:

CONTRACTOR:

By: _____
President

By: _____
Signature

Print Name & Title

Print Name & Title

Attest

Attest

Village Clerk

Witness

EXHIBIT A – SCOPE OF SERVICES

Oswego/Montgomery/Yorkville

Request for Proposal

INTRODUCTION

The Village of Oswego (“Oswego”), The Village of Montgomery (“Montgomery”), and The United City of Yorkville (“Yorkville”), collectively the “Municipalities”, are seeking proposals/qualifications for development and execution of an Optimal Corrosion Control Treatment Study (OCCT) of the municipal water systems in accordance with the Illinois Environmental Protection Agency (IEPA’s) rules set forth in 35 IAC 611.351 (c)(3) and 611.352. This follows the requirements of the United States Environmental Protection Agency’s (EPA’s) Lead and Copper Rule (LCR), 40 CFR Part 141 Subpart I. Oswego has received a significant Congressional Directed Grant to oversee this work for the Municipalities. A separate OCCT report with recommendations will be needed for each of the three municipalities. The Village of Oswego will be the lead agency on behalf of the Municipalities administrating the contract for work for all three municipalities.

An OCCT Study is required for a proposed change in source water, from individual municipal groundwater to surface water from Lake Michigan. The Municipalities are working with DuPage Water Commission (“DWC”) to obtain Lake Michigan water by 2027. Per EPA and IEPA requirements, any change in source water requires an OCCT study. In order to meet the 2027 switch to Lake Michigan water, the OCCT study needs to commence in 2024 with water flowing through pipe rigs (commencement of the Demonstrative Study) by October 31, 2024. This OCCT shall be completed by December 31, 2025, including the Desktop Study, the Demonstrative Study, and submittal of the OCCT recommendations to the IEPA for each community. These deadlines are firm and non-negotiable, in order to make the source water switch to Lake Michigan water deadline in 2027.

The Municipalities currently receive water from the following sources:

OSWEGO: Oswego’s drinking water is sourced from groundwater, delivered from eight (8) wells. All wells are considered deep wells from a sandstone aquifer. The water can contain radium and Oswego utilizes a filtration process to remove this contaminant. Oswego does not add fluoride as the water contains a sufficient amount to meet EPA and Illinois Department of Health standards for drinking water. The water is chlorinated and treated with a 70/30 polyphosphate/orthophosphate blend for corrosion control and mineral sequestration prior to being delivered into the distribution system. Oswego has no known lead service lines in their distribution system.

MONTGOMERY: Montgomery’s drinking water source is groundwater delivered from nine (9) wells. The water is drawn from four aquifer systems. The Village draws from shallowest to deepest; St. Charles Sand and Gravel, Silurian Limestone, St. Peter Sandstone, and Iron-ton-Galesville Sandstone. One (1) treatment plant utilizes lime softening and two (2)

water treatment plants utilize cation exchange to remove impurities. There are water quality differences in the water produced by the lime softening plant compared to the cation exchange plants. The water is chlorinated and fluoride is added to minimize dental issues. A polyphosphate/orthophosphate blend is also added for corrosion control. Montgomery has no known lead service lines in their distribution system.

YORKVILLE: Yorkville's drinking water source is groundwater from four (4) wells. Each well draws from both the Ironton-Galesville and St. Peter Sandstone aquifers and the water is treated with cation exchange to remove impurities. The water is chlorinated, fluoridated and a polyphosphate/orthophosphate blend is added for corrosion control and mineral sequestration. Yorkville has no known lead service lines in their distribution system.

The source drinking water the Municipalities provide to their customers does not contain lead. However, it is recognized that lead can enter the system through premise plumbing, brass, fixtures, and copper pipe with lead solder.

The Municipalities and their representative Baxter & Woodman held several preliminary meetings with the IEPA in order to determine the basic OCCT requirements.

IEPA expressed the following:

1. In order to meet the target deadlines, the Demonstrative Study can be started prior to completion of the Desktop Study.
2. Even though there are no known lead service lines present in the Municipalities, pipe rig studies will still be required for each community.
3. Pipe rigs will utilize premise piping from residential houses which contain copper pipes with lead solder. Harvested pipes from underground should not be utilized.
4. Jar testing may be utilized as part of the study but cannot substitute for the pipe rig study.
5. The number of pipe loops should be based upon differing conditions and piping systems for each municipality. The number of pipe loops for each municipality shall be determined by the Consultant. It is assumed a minimum of three (3) pipe rigs with three (3) harvested pipes per rig will be required for each municipality. If additional pipe rigs are required, pricing for additional equipment shall be negotiated between the Municipalities and the Contractor.
6. Pipe loops may not be relocated during the study period; rigs are to remain in one location for the duration of the study so as not to upset scale formations on the pipes.
7. Studies for areas constructed after 1986 should not be included as lead solder was no longer used after this year.
8. The IEPA will require different concentrations of orthophosphate be dosed as part of the study, in addition to existing water quality from DWC. IEPA representatives

recommended 2mg/L and 3mg/L of orthophosphate. DWC shall be consulted on dosing to ensure that any changes that may be implemented in orthophosphate feed are considered during the study. Currently, Lake Michigan water contains 1.5 mg/L of orthophosphate.

Proposers are advised to carefully examine the following:

- Contract documents
- Project scope and Work Tasks
- Specifications
- Submittal Requirements
- Insurance Requirements and Documentation

Note: Baxter & Woodman will oversee the management of this project and will review reports, documents, design work, construction, and equipment utilized on behalf of the Municipalities to ensure the OCCT study is performed according to EPA and IEPA requirements. Baxter & Woodman will not be performing any of the OCCT work but may provide recommendations based on review of the OCCT study completed by the Consultant.

SCOPE OF SERVICES

Task 1 – Project Kick-off Meeting

The Consultant will meet with the Municipalities to review project goals including the following:

1. Work Plan.
2. Schedule.
3. Roles and Responsibilities.
4. Contact personnel.
5. Equipment Logistics.
6. Decision makers for the Municipalities.

Task 2 – Review Existing Data

The Consultant will review the existing water quality data, system operating data, and operations for each of the Municipalities. The Consultant shall develop a corrosion control plan that complies with the IEPA and the EPA's requirements to identify optimal corrosion control for the water change over to Lake Michigan.

The Municipalities will provide the following information:

1. Water Quality data.
2. Spreadsheets for monthly monitoring records.
3. PDF files for monthly monitoring records.

4. Operation and maintenance manuals (O & M).
5. Standard Operating Procedures (SOP's).
6. Consumer Confidence Reports.
7. Distribution system maps in GIS format.
8. Current corrosion control practices.
9. History of lead and copper test results.
9. Any other relevant information.

The Consultant will work with the Municipalities to understand their operations to determine and form a plan for the OCCT Desktop and Demonstrative Studies.

Task 3 – Desktop Study

The Consultant will perform a Desktop Study and write three (3) reports, one for each municipality, utilizing the data gathered in Task 2. This report may help provide direction for the Demonstrative Study.

Note: To save time on this project, the Demonstrative Study should be started in parallel with the Desktop Study to ensure it can be completed according to the schedule provided later in the RFP.

Planning will be required concurrently for the Desktop and Demonstrative Studies. The framework for these studies shall be reviewed and approved by the Municipalities and the IEPA before initiation of the Demonstrative Study.

The Consultant will utilize the EPA's "Optimal Corrosion Control Treatment Evaluation Technical Recommendations for Primary Agencies and Public Water Systems" updated in 2019 as it pertains to the specific Municipalities in the study. For Desktop Studies the system may include the following as needed:

1. Evaluate raw, entry point, and distribution system water quality information for key water quality parameters and their impact on the lead and copper in the distribution system.
2. Determine primary causes of elevated lead and copper levels in the distribution system, if present, as it may pertain to each municipality.
3. Discuss multiple corrosion control treatment types and how the selected treatment and proposed dosing aligns with EPA and IEPA guidance.
4. In cases where blended phosphates are selected, discussion of the blend percentage and justification of polyphosphate in the system should be addressed. The study will indicate dosages to be used for the Demonstrative Study.
5. Discuss other potential issues regarding corrosion control including maintenance and flushing programs to keep the system "clean".
6. An investigation of bacterial contamination in the distribution system should also be performed to determine the potential corrosive effects of biofouling and the potential for bacterial caused corrosion in the distribution systems.

Task 4 – Harvesting Premise Piping for the Demonstrative Study

The purpose of this task is to harvest premise piping from residential homes. There are no known lead service lines in the Municipalities. However, many homes were constructed prior to 1986, when copper pipes with lead solder were installed. No homes constructed after 1986 shall be utilized for the Demonstrative Study.

The Consultant will be responsible for hiring plumbing contractors licensed in the State of Illinois to harvest the premise piping. The Consultant will define the quantity, procedure, and characteristics of the premise piping to be harvested. Processes and procedures must be approved by the Municipalities prior to harvesting.

The Municipalities will provide a list of homes they suspect (or have confirmed) contain copper pipes with lead solder.

The Consultant will be responsible for all coordination with the homeowner, immediately replacing the harvested pipe with new Type L copper piping to match existing plumbing configuration, and assisting the homeowner with flushing the home's plumbing after repairs are completed. Specifics on pipe harvesting and replacement procedures will be discussed with the Contractor at the Kickoff Meeting.

Task 5 – Pipe Scale Analysis

This task analyzes and determines the composition of pipe scales present inside the harvested premise lines. This should include micro and macroscopic analyses to determine the composition of the pipe scales found in the premise piping. At a minimum, identification of layers, elemental composition, and mineralogy by layer, should be performed.

The scale analyses should be performed for each municipality and for different zones in each municipality depending on differences in treatment within the same municipality. The Contractor shall be responsible for identifying zones for the Municipalities to review and approve.

For uniform treatment in each municipality only one pipe scale analysis is necessary. The Consultant will arrange a plumber licensed in the State of Illinois to harvest the piping needed for this task – see the requirements noted in Task 4 for Pipe Harvesting. The Consultant will provide three (3) reports, one to each of the Municipalities and IEPA, regarding the results of each scale analysis. Analysis, at minimum, shall determine:

- the types of scales that have formed on the piping,
- a determination of whether the expected scales are forming based upon existing water quality, and
- preliminary analysis of the projected impact of DWC water on the scales.

Harvested pipes used for the scale analysis **CANNOT** be reused for the Demonstrative Pipe Loop Study, although separate harvested pipes from the same home should be utilized, when feasible, for these separate work items.

Task 6 – Demonstrative Pipe Loop Study

This task is to conduct the pipe loop study as needed based on the Corrosion Control Study Plan developed in Task 2 to optimize corrosion control treatment.

This task includes conducting the flow-through analysis of pipe loops, including design, start up, operation, and maintenance of the pipe loops, sampling, sample analysis, water quality monitoring, data collection and management, and evaluation of pipe loop test results to determine optimized corrosion control treatment extrapolated for full-scale implementation for the Municipalities' systems.

The Consultant is fully responsible for the design, build, operation, and maintenance of the pipe loops, including sampling and sample analyses. The Municipalities' laboratory equipment, laboratory space, chemists, and water technicians will **not** be available to the Consultant. The pipe loop study shall include sufficient pipe loops to satisfy regulatory requirements for the Municipalities. Per IEPA requirements, pipe loops for differing treatment methods within a municipality and for dosing two(2) different orthophosphate concentrations are to be utilized, such as 2 mg/L and 3 mg/L. Actual dosing concentrations shall be determined by the Contractor.

A baseline pipe loop should also be included that will not be dosed with chemicals.

The Consultant shall suggest their own plan for pipe loops for the project. The proposed plan must be reviewed by the Municipalities and the IEPA prior to commencement.

Prior to utilizing DWC water for the study, the harvested pipes must be stabilized on the pipe loop rig using water from the communities. When the Consultant believes stabilization has been reached, data shall be presented to the Municipalities for review. Consultant shall await approval from the Municipalities to continue switching to DWC water.

An investigation of bacterial contamination in the distribution system shall also be performed to determine the potential corrosive effects of biofouling and the potential for bacterial caused corrosion in the distribution systems. Results of bacterial contamination testing shall be delivered to the Municipalities for review.

The Consultant will be responsible for the following:

1. Laboratory costs associated with testing and sampling.
2. All labor for collecting samples and shipping to outside laboratories.
3. All field tests including lead, copper, free chlorine, total chlorine, pH, alkalinity, temperature, conductivity, turbidity, orthophosphate, and any other testing that occurs for the OCCT study.
 - i. Testing frequency shall be weekly for each parameter for each pipe loop.

- ii. Testing shall be performed on the same day each week. Day of testing shall be agreed upon at the Kickoff Meeting.
4. All labor for setting up, maintaining, and purchasing test equipment.
5. Purchasing of equipment for the OCCT study.
6. Transportation and temporary storage of water, as needed for the pipe rigs.
 - i. Water will be supplied by the Municipalities and DWC. There will be no charge for the water supply.
 - ii. Water used must be metered and quantities reported back to the Municipalities weekly.

The pipe loops will be located in a secure, temperature-controlled area onsite at one of the following options:

1. Remote locations in each Municipalities at their respective water treatment facilities. Initially the water could be piped directly from each Municipalities' water system for harvested pipe stabilization. Water from DWC would then need to be transported to the individual sites for the balance of the study.
2. At the DWC facility located at 24W011 77th Street Naperville, IL; This site is not developed and would require sanitary sewer, water connections, and power fed to a trailer type set up for the pipe rigs. Otherwise, conditions apply from option 2. The location at 77th Street would require extensive utility and infrastructure work and would need to use temporary buildings/trailers for housing the pipe rigs.
3. At the Consultants laboratory location or other preferred location by the Consultant. The Consultant is responsible for all shipping costs for the water to their laboratory.

These are options and the Consultant will confirm the validity of these or other locations they deem fit for use. The Consultant will be required to perform any design work and construction for set up of the pipe rigs.

The Municipalities are aware of several sources for obtaining the pipe loops including the following:

1. DWC has three (3) available pipe loop stands, each with two pipe slots. These also contain a rig where coupons can be installed. Coupon testing is not required but can be utilized to supplement the pipe loop studies.
2. Pipe rigs available from the Detroit, MI study that are available on the resale market.
3. New pipe rigs can be purchased through Rundell-Spence based in New Berlin, WI. In addition, the company fabricates a PRS monitoring station that contains only coupons but can be set up much quicker than the pipe loops for general water quality data monitoring and chemical dosing. PRS stations are not a substitute for the pipe loops.

The options presented above are for reference and review by the Consultant. The Consultant shall confirm the validity of these or other equipment they deem fit for use. The

Consultant is unrestricted and should select the pipe loop equipment deemed appropriate for meeting the requirements of this study.

The Consultant shall prepare a Pipe Loop Study Operations Plan that includes:

- A list of equipment that is part of each pipe loop apparatus,
- Its plan to operate and maintain the pipe loops, including sampling and testing procedures,
- QA/QC protocols,
- Identification of personnel at the sites with schedules, and
- Safety procedures.

The Pipe Loop Study shall be conducted to evaluate optimal corrosion control treatment in reducing lead and copper concentrations in the drinking water.

Task 7 – Conceptual Recommendations for Optimized Corrosion Control Program

The Consultant shall develop conceptual recommendations for infrastructure improvements for each municipality that may be needed as a result of recommendations for optimized OCCT. This may include, but is not limited to, additional storage tanks for chemical treatment, and/or infrastructure of orthophosphate feed (including metering pumps, flow meters, piping, etc.) The conceptual designs shall identify major equipment. The Consultant will also provide a preliminary Opinion of Probable Cost for the improvements for each community.

Task 8 – OCCT Report and Recommendations

This task is to complete the findings for the OCCT study and communicate recommendations to the Municipalities. After approval from the Municipalities and Baxter & Woodman, the Consultant will organize and lead a meeting with IEPA staff to review the results of the study and answer any questions they have prior to submitting the report. Upon any revisions necessary following the meeting with IEPA staff, the Consultant shall submit the final report to the IEPA.

1. ANTICIPATED PROJECT SCHEDULE

- RFP Release Date – **Friday, February 9, 2024**
- RFP Due Date – **Tuesday, March 19, 2024**
- Anticipated Board Approval – **Monday, April 2, 2024**
- Anticipated Notice to Proceed – **Monday, April 8, 2024**
- Final Report and Recommendations Due By – **Friday, October 31, 2025**

2. PROPOSAL SUBMITTAL REQUIREMENTS

- Firm Description: A brief description of the firm (not to exceed two pages).

- Statement of Project Understanding: A brief description of the firm's understanding of scope of the project and items that may require special attention or detail (not to exceed two pages).
- Project Approach: Discuss how your firm would approach this project, including your detailed approach for each service. Outline data collection, data sharing, and use of technology, and GIS integration. Any deviations from the required scope of services or schedule shall be highlighted (not to exceed five pages).
- Statement of Qualifications: A brief summary which shall contain a list of the names and roles of each of the personnel assigned to the project, including sub-consultants (not to exceed two pages).
- Project Team: Resumes for the three key personnel on the project (not to exceed one page each). Provide a team organizational chart.
- Project References: Provide a table of three to five project references for recent projects within the last five (5) years completed by the proposed project team. The list must include projects with similar permitting requirements (EPA, IEPA, etc.)
 - This table shall include:
 - Project Name
 - Brief Scope
 - Project Manager
 - Local Agency Contact Information
- Project Schedule: A schedule demonstrating how the work is planned to be implemented. The schedule shall include the following activities/milestones (as a minimum) and any other activities/milestones deemed relevant to the successful completion of the project:
 - Assume a **April 8, 2024**, Notice to Proceed from the Village
 - Final Report and Recommendations Due by **October 31, 2025**.
 - All meetings, as referenced throughout this RFP, during the design and construction phases.
- Fee and Hours: Provide a LUMP SUM fee to complete all tasks outlined in the Scope of Services section above.

3. PROPOSAL EVALUATION

The Village reserves the right to reject any or all of the Proposals, to waive any and all technicalities, or to accept the proposal deemed most advantageous to the Village. The winning selection will be based upon professional qualifications, personnel, project approach, and previous municipal experience. Each firm will be scored 1 to 100 (highest) for each criterion. The rating for each criterion will then be multiplied by the weighted percentage for that criterion to give the total. These totals are then summed and the firm with the highest Grand Total is selected.

Criteria	Weight	Rating	Total
Project Understanding	20%		
Technical Approach	30%		
Firm Experience	10%		
Staff Capabilities	10%		
Municipal Experience	5%		
Fee	25%		
Total	100%		

4. QUESTIONS

All questions shall be submitted in writing to Madeline Trinco via email at MTrinco@oswegoil.org no less than five (5) business days prior to the scheduled due date. No questions will be accepted verbally. Responses to any questions received shall be returned to all interested firms by Village staff via email by 3:30 pm on **Friday, March 15, 2024**.

5. SUBMITTAL

The Village is requesting three (3) copies of the proposal and fee shall be delivered to:
Village of Oswego
Village Hall
100 Parkers Mill
Oswego, Illinois 60543

All submittals must be submitted by the deadline: Tuesday, March 19, 2024