VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, a Illinois home-rule municipal corporation (the “Village”), and West Monroe Partners, LLC (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services and deliverables described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (“Services” and “Deliverables” respectively). The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved and signed by both parties as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity in all material respects with this Contract, the Village shall pay the Contractor the amount set forth in Exhibit A. Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village’s receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village a Contractor’s Affidavit listing all subcontractors utilized on the project, if any.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project unless agreed to in writing by both parties.

4. Written change orders may be approved by the Village Manager or his designee on behalf of the Village provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

5. Time is of the essence on this Contract. The Contractor shall complete all work under this Contract by the dates set forth in Exhibit A.
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor’s performance, but shall be entitled to the Deliverables as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents. The Contractor shall comply with all applicable federal, State and local safety laws and regulations applicable to the Contractor’s industry.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all third party claims and associated losses, damages, causes of action, suits, and liability of every kind, including all actual and reasonable expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person or for damage to any property to the extent arising out of or in connection with the negligence or willful misconduct of the Contractor under this Contract, provided the Village notifies the Contractor promptly of such third party claim and provides the Contractor with reasonable assistance and the sole authority to defend and settle such claim.

9. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.

10. The Contractor’s total liability arising out of this Contract for all claims in any manner arising in connection with this Contract (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise, whether arising from contractual or extra-contractual liability) shall be the payment of direct damages and such damages in no event shall: (i) exceed in the aggregate the fees the Contractor receives hereunder for the portion of the work giving rise to liability under the statement of work in Exhibit A; or (ii) include any indirect, special, consequential, incidental, punitive or exemplary damages or loss (including business interruption, lost profits, lost savings or lost business), even if it has been advised of their possible existence.

11."IP Rights" means with respect to a party: (i) such party’s intellectual property, methodologies, templates, concepts, data, algorithms, formulas, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, programs, systems, tools, source code, object code, databases, applications, engine protocols, routines, models, displays and manuals as in existence prior to this Contract or developed outside
this Contract, and any derivative works of any such items developed pursuant to this Contract; (ii) any works created solely by such party under this Contract; and (iii) any patents, patent rights, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property associated with the works listed in (i) or (ii). The Contractor owns and will continue to own all right, title and interest in the IP Rights of the Contractor, excluding any Village Confidential Information contained therein. Upon payment, the Contractor grants to the Village a non-exclusive license to use the Deliverables for the Village's internal business purposes. To the extent the Village acquires any ownership rights in the IP Rights of the Contractor, the Village hereby assigns those rights to the Contractor and will cause each of its employees and each employee of its contractors to waive their respective moral rights in and to such IP Rights. In no event shall the Contractor be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables. In addition, the Contractor shall be free to use the general knowledge, skills and experience of its personnel, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

12. "Confidential Information" means information in tangible and/or electronic form that relates to a party's past, present, and/or future research, development, business activities, products, services and technical knowledge that is disclosed by and designated as confidential by one party ("Discloser") to the other ("Recipient"). During the course of the Contractor performing Services for the Village, each party may be given access to the other party's Confidential Information. Recipient agrees to: (i) protect Discloser's Confidential Information in a reasonable and appropriate manner to the same extent it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than a reasonable manner; and (ii) use and reproduce Discloser's Confidential Information only to perform its obligations and exercise its rights pursuant to this Contract. Recipient may share Discloser's Confidential Information with its employees and third parties that assist Recipient in its performance of its obligations and the exercise of its rights pursuant to this Contract and who are subject to non-disclosure obligations no less restrictive than those set forth herein. The obligations set forth in this Section shall not apply to information which is: (a) publicly known; (b) already known to the Recipient; (c) disclosed to Recipient by a third party who is not, to Recipient's knowledge, under a confidentiality restriction with respect to such Confidential Information; or (d) independently developed by the Recipient. Disclosure of Confidential Information pursuant to applicable law, a subpoena or other validly issued administrative or judicial process, including a Freedom of Information Act request, shall not be a breach of Recipient's obligations, provided that Recipient shall provide prior notice to Discloser of such disclosure if permitted by law. Discloser, or its licensors, owns Discloser's Confidential Information.

13. The Village shall: (i) ensure that all assumptions set forth in this Contract are accurate; (ii) provide the Contractor with reliable, accurate and complete information as required; (iii) make timely decisions and obtain required management approvals; (iv) furnish the Contractor personnel with a suitable office environment and adequate resources and supplies, as needed; (v) obtain all consents, approvals and licenses necessary from third parties required for the Contractor to perform its obligations under this Contract; and (vi) retain responsibility for its compliance with all applicable federal, state/provincial and local laws and regulations. In addition, the Contractor shall be entitled to rely on all Village decisions and approvals made in relation to this Contract and/or prior to its execution by the parties. Nothing in this Contract shall require the Contractor to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as otherwise explicitly set forth in Exhibit A. The Village shall accept Deliverables which materially conform to the
specifications set forth in Exhibit A (collectively, "Acceptance Standards"). The Village will promptly give the Contractor notice of any failure of the Deliverables to meet the Acceptance Standards, specifically detailing the reason why the Deliverables do not meet the Acceptance Standards ("Non-conformance"), and the Contractor shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If the Village uses the Deliverable for its internal business purposes, fails to promptly notify the Contractor of any Non-conformance within fourteen (14) days after delivery, or unreasonably delays the beginning of acceptance testing, then the Deliverable shall be considered accepted by the Village no later than the fourteenth (14th) day after delivery.

14. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

15. The Contractor shall comply with all federal, state, and local statutes, regulations, ordinances, and other laws applicable to the Contractor's industry, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

16. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village, including any agreed upon expenses, up to the date of termination. Either party may, upon giving thirty (30) days' notice identifying specifically the basis for such notice, terminate this Contract for the material breach of such Contract unless the breaching party cures such breach within the thirty (30) day period.

17. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

18. This Contract may only be amended by written instrument approved and executed by the parties.

19. This Contract and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party.

20. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

21. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois. No action, regardless of form, arising out of, relating to or in any way
connected with this Contract, the Services or Deliverables may be brought by either party more than one (1) year after the cause of action has accrued.

22. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

23. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

25. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

26. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act. If this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print) Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print) Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print) Submitted by (signature)

Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy or training program that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

[Signature]
Name of Contractor (please print)

[Signature]
Submitted by (signature)

[Title]

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:
This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

[Signature]
Name of Contractor (please print)

[Signature]
Submitted by (signature)

[Title]
WEST MONROE PARTNERS, LLC

BY: [Signature] 8/26/2015
Printed Name: [Name]
Title: [Title]

VILLAGE OF TINLEY PARK

BY: [Signature] 8/4/2015
David Seaman Mayor
(required if Contract is $10,000 or more)

ATTEST:

[Signature] 8/4/2015
Village Clerk
(required if Contract is $10,000 or more)

VILLAGE OF TINLEY PARK

BY: [Signature] 8/4/2015
Village Manager
Exhibit A

SCOPE OF SERVICES

July 31, 2015

Steve Tilton
Assistant Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

RE: Water Meter Assessment ("Project")

Dear Steve Tilton:

Thank you for your request that West Monroe Partners, LLC ("WMP") submit a statement of work ("SOW") for services related to your Project. We are pleased to have the opportunity to work with Village of Tinley Park ("Client") on this Project. This SOW sets forth the allocation of responsibilities, overview, services and deliverables, assumptions, team structure, and estimated timeline and services fees.

This SOW is made as of July 31, 2015 ("SOW Effective Date") by and between WMP and Client, and is incorporated into and subject to the terms of the Service Contract for Village of Tinley Park dated July 31, 2015 between WMP and Village of Tinley Park ("Agreement").

BACKGROUND

The Client seeks to understand the root cause of a meter installation that has led to alleged inaccurate reading and billing of customers. Subsequently the Client seeks a roadmap to remedy the past and prevent recurrence of similar problems.

OBJECTIVES

Client has the following objectives for this SOW.

- Identify potential metering issues based on meter data analysis with an emphasis on identifying the top 5 significant issues
- For any inaccurate meters identified, determine the refund policy or appropriate financial remedy
- Establish an adequate mechanism to identify future meter failures
- Define an accurate, reliable and efficient meter to cash process
- Determine the most cost effective path forward to resolve the current water metering issues

ACTIVITIES AND METHODOLOGY; DELIVERABLES

Subject to the terms of this SOW and the Agreement, WMP will provide Services related to the following activities, and will provide the following Deliverables. The activities will be grouped into two phases.
Phase 1 – Assess and Recommend (4-5 weeks)

Through a series of interviews, meetings, data analysis and document reviews, WMP will perform the following activities and develop the corresponding deliverables. The work activities and deliverables will be guided under the two work streams: 1) Metering System Assessment and 2) Billing Practices Review.

WMP will be providing weekly status reports throughout Phase 1 of the Project.

<table>
<thead>
<tr>
<th>Work Stream 1: Meter System Assessment Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess root cause of meter degradation, inaccurate readings, and inaccurate billings via desktop analysis, using</td>
<td>• Meter Data Analysis, Root Cause and Recommended</td>
</tr>
<tr>
<td>industry best practices, and AWWA standards as applicable.</td>
<td>Actions Report (ppt)</td>
</tr>
<tr>
<td>• Clarify the timeline of Elster meter selection, installation, discovery of performance issues and corrective</td>
<td></td>
</tr>
<tr>
<td>actions between 2002 and 2015</td>
<td></td>
</tr>
<tr>
<td>• Conduct Management &amp; Staff interviews</td>
<td></td>
</tr>
<tr>
<td>• Review relevant reports and documents</td>
<td></td>
</tr>
<tr>
<td>• Evaluate historical meter information and reads</td>
<td></td>
</tr>
<tr>
<td>• Evaluate meter test data</td>
<td></td>
</tr>
<tr>
<td>• Evaluate water consumption and billing data by available and appropriate customer type</td>
<td></td>
</tr>
<tr>
<td>• Evaluate special cases based on complaints (up to 10)</td>
<td></td>
</tr>
<tr>
<td>• Evaluate individual customer accounts where meters were replaced to compare before and after consumption</td>
<td></td>
</tr>
<tr>
<td>patterns, where meters were NOT suspected to have failed</td>
<td></td>
</tr>
<tr>
<td>• Conduct a visual inspection of up to 20 selected meter installations</td>
<td></td>
</tr>
<tr>
<td>• Determine sample sizes for statistically significant meter testing for Phase 2 implementation</td>
<td></td>
</tr>
<tr>
<td>Recommend corrective actions, timeline, and estimated costs to correct the water meter program based on AWWA</td>
<td>• Meter Data Analysis, Root Cause and Recommended</td>
</tr>
<tr>
<td>standards, situational analysis, Client recommendations, and professional insights. Recommendations could include</td>
<td>Actions Report (ppt)</td>
</tr>
<tr>
<td>but are not limited to:</td>
<td>• Data Analysis in Excel</td>
</tr>
<tr>
<td>• Meter testing program based on selected verification approach, and Client goals</td>
<td></td>
</tr>
<tr>
<td>• Meter replacement strategy and cost estimate</td>
<td></td>
</tr>
<tr>
<td>• Refund policy based on sound science and precedent</td>
<td></td>
</tr>
<tr>
<td>• Operational technologies enhancements</td>
<td></td>
</tr>
<tr>
<td>Review stakeholder communication strategy provided by Client</td>
<td>• Review Client communication strategy and messaging</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Work Stream 2: Meter Asset Management & Billing Practices Review

<table>
<thead>
<tr>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Findings and recommendations for current meter asset management and billing practices (ppt)</td>
</tr>
</tbody>
</table>

- Review of Meter Asset Management and Billing Processes
  - Assess people, process and technology of the meter asset management and billing process program, through interviews and shadowing
  - Review refund policy
  - Create recommendations for meter asset management and billing practices that cut across people, process, and technology

### Phase 2 – Develop and Execute Roadmap to Achieve Village Goals and Recommendations

Activities in Phase 2 will be fully developed post the Phase I assessment, but the activities could include:

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| **Business Case Analysis and Roadmap Development** for future state metering systems  
  - Identify enhanced technology and processes  
  - Accelerate meter replacement throughout system  
  - Smart City consideration  
  - Additional personnel training  
  - Creation of people, process, technology roadmap  
  - Creation of Costs and Benefit analysis | • Strategic Roadmap and Business Case report |
| **Detailed Evaluation with Selected Meter Testing**  
  - Identify need for meter testing in independent meter shop  
  - Identify meters to be tested  
  - Follow established AWWA meter testing guidelines, and best practices  
  - Create write up of testing results and identify impacts to refund policy as appropriate per test results | • Provide oversight of meter exchange process during testing  
  • Meter test protocol (Word)  
  • Written report of meter testing results (Word)  
  • Updated refund policy as necessary (Word) |

Any services not explicitly set forth in this SOW are deemed out of scope for this SOW, and will be performed pursuant to a separate statement of work or change order executed by the parties.

**TIMELINE**

The Services for Phase 1 for this SOW are estimated be performed over an elapsed period of 4-5 weeks.

Phase 1: Given the compressed timeline, activities will run in parallel. Recommendations will be discussed during the process in weekly update meetings, as opposed to a final issuance of recommendations. A final report produced in week 5 will summarize findings and recommendations. This process must have a dynamic and fluid interaction between the Client and team, with open transparent communications.
Phase 2: Phase II will take roughly 8 to 16 weeks to complete, dependent upon the options selected.

**PROJECT STAFFING**

The following WMP roles will perform the Services pursuant to this SOW. Additional consultants may perform Services as subject matter specialists (SMSs) pursuant to this SOW. Names are provided here as examples of resources; alternate individuals may be assigned, with comparable skills, depending on the timing of the Project.

The following WMP roles are defined in relation to the Project:

<table>
<thead>
<tr>
<th>Position / Role</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Hulsebosch</td>
<td>• Provides executive project oversight, supporting the WMP Project Manager</td>
</tr>
<tr>
<td></td>
<td>• Provides QA for WMP deliverables</td>
</tr>
<tr>
<td>Tommy McClung</td>
<td>• The primary WMP contact in association with this Project</td>
</tr>
<tr>
<td></td>
<td>• Coordinates WMP personnel participation</td>
</tr>
<tr>
<td></td>
<td>• Serves as first point of contact for WMP contractual commitments and deliverables</td>
</tr>
<tr>
<td></td>
<td>• Subject matter specialist on water meters and associated technology and meter to cash operations</td>
</tr>
<tr>
<td>Sam Uyeno</td>
<td>• Executes detailed data analysis</td>
</tr>
<tr>
<td></td>
<td>• Conducts interviews and assesses qualitative data</td>
</tr>
<tr>
<td></td>
<td>• Assimilates and analyzes findings</td>
</tr>
<tr>
<td>Peter Mulvaney</td>
<td>• Leads external communication planning</td>
</tr>
<tr>
<td></td>
<td>• Assists project manager with analysis</td>
</tr>
</tbody>
</table>

The following Client roles are to be engaged during this Project:

<table>
<thead>
<tr>
<th>Position / Role</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Sponsor</td>
<td>• Provides executive project oversight</td>
</tr>
<tr>
<td>Project Sponsor</td>
<td>• The primary Client contact in association with this Project</td>
</tr>
<tr>
<td></td>
<td>• Coordinates Client personnel participation</td>
</tr>
<tr>
<td></td>
<td>• Serves as first point of contact for Client contractual commitments and deliverables.</td>
</tr>
<tr>
<td>Functional Specialists</td>
<td>• Metering Systems</td>
</tr>
<tr>
<td></td>
<td>• Billing &amp; Customer Service</td>
</tr>
<tr>
<td></td>
<td>• Data Acquisition</td>
</tr>
<tr>
<td></td>
<td>• Finance</td>
</tr>
<tr>
<td></td>
<td>• Policy</td>
</tr>
<tr>
<td></td>
<td>• Communications</td>
</tr>
</tbody>
</table>
**POST PROJECT ACTIVITIES**

WMP takes pride in the Services and Deliverables it provides to Client and in assisting Client achieve its business needs. As such, Client and WMP agree that WMP may use information about this Project and Client’s name and logo in a case study and press release relating to the Services and Deliverables provided in this SOW, and WMP may utilize Client’s name and logo in WMP’s client credentials for marketing and publicity purposes. WMP may use such case study or press release in its marketing and publicity activities. Client may request a copy of the case study or press release for review at any time.

**ASSUMPTIONS**

This SOW is based on the following assumptions. Changes to the assumptions, the inclusion of additional assumptions, or changes to any of the terms of this SOW, could impact the estimated fees and schedules.

- If changes to the SOW are identified and/or requested by Client or WMP during the course of the Project, a Change Order will be mutually agreed upon and executed by Client and WMP detailing the necessary scope modification and, if applicable, revisions to the WMP resources, associated fees, and like changes.
- WMP understands that travel can be costly. As such, WMP will work with Client to minimize travel and overnight stays through use of technology to facilitate meetings as appropriate.
- Client will provide WMP with reliable, accurate and complete information as required.
- Client will make timely decisions and obtain required management approvals, all consents, and/or licenses necessary from third parties required for WMP to perform its obligations in this SOW.
- Client will provide WMP personnel with a suitable office environment and adequate resources and supplies, as needed.
- Client will retain responsibility for its compliance with all applicable federal, state/provincial and local laws and regulations.
- WMP will be entitled to rely on all Client decisions and approvals made in relation to this SOW and nothing in the SOW will require WMP to evaluate, advise on, modify, confirm, or reject such decisions and approvals.
- Client will accept Deliverables if they materially conform to the specifications set forth in this SOW. Should a Deliverable not materially conform to the specifications set forth in this SOW, Client will notify WMP of this non-conformance in reasonable detail within fourteen (14) days of delivery. WMP will have a reasonable period of time, based on the severity and complexity of the non-conformance, to correct the non-conformance. If Client fails to promptly notify WMP of any material non-conformance within fourteen (14) days after delivery, or unreasonably delays, then the Deliverable will be considered accepted by Client no later than the fourteenth (14th) day after delivery.
- Work schedules will be flexible to meet project deadlines.
- Press will be handled by Client, WMP will direct media calls to designated Client representative
- The scope of this work does not cover the resolution of any dispute or appearances in court. If our presence in court is requested or required by law, Client will reimburse WMP for time and expenses incurred, including expenses for outside counsel.
- If a not-to-exceed amount is reached, WMP will have no obligation to continue Services or complete Deliverables on this SOW, without written approval of Client issuing the amount of funds to cover the remaining Services (such approval can be provided via email). Without limiting the foregoing, WMP will have no liability associated with suspending Services because
the not-to-exceed amount has been reached and no warranty provisions attach to in-progress Deliverables.

- Client will provide its own legal team to negotiate and structure contractual terms and conditions with any selected software vendor. For clarity, WMP’s negotiation activities do not include any legal review, negotiation or input.

LOCATION OF SERVICES

Work pursuant to this SOW will be performed on Client’s premises in Tinley Park, IL., and at WMP offices.

PROFESSIONAL ARRANGEMENTS

The Services of Phase 1 will be performed on a fixed fee basis. The Services fees for Phase 1 pursuant to this SOW will be $106,000 plus project related expenses (expenses are billed at cost). To begin the Services, a mobilization fee of $10,000 ("Mobilization Fee") will be invoiced and due. The Mobilization Fee is a pre-payment of Services fees, not an additional fee, and will be credited against the final invoice for this SOW. Service fees and expenses will be invoiced on a monthly basis.

The Services of Phase 2 are estimated and pursuant to change depending on Phase 1 findings. Phase 2 tasks are non-binding and offered here as indicators of next steps and level of effort. More detail will be provided as the Phase 1 findings are advanced and at Client discretion.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Fees</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Case Analysis and Roadmap</td>
<td>$45,000</td>
<td>WMP will help drive the testing process and procedures and village personal will execute meter exchange and testing. Need to determine how much Consultant role would be in exchange and testing vs data analysis.</td>
</tr>
<tr>
<td>Development for future state metering systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed Evaluation with Selected Meter Testing</td>
<td>$50,000-$110,000</td>
<td>This price is dependent upon the number of meters that go through an independent meter testing organization, and the degree of WMP oversight.</td>
</tr>
</tbody>
</table>
Please indicate your agreement with these terms by signing and returning this SOW on or before August 5, 2015 to enable WMP to manage our resources and business. These terms are not valid if WMP doesn't receive this signed SOW by such date. This SOW may be executed in one or more counterparts and/or by facsimile or electronic submission, each of which will be deemed an original and all of which signed counterparts, taken together, will constitute one instrument.

WMP looks forward to working with you on this important project. Thank you for giving WMP this opportunity to be of service to your firm. If you have any questions please do not hesitate to contact me at 847-3850-1530.

Very truly yours,

West Monroe Partners, LLC

By: Tom Hulsebosch

Agreed and Acknowledged by:

Village of Tinley Park

[Signature]

Authorized Signature

[Signature]

Printed Name and Title

09-11-15

Date
Exhibit B

INSURANCE REQUIREMENTS

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Contractor arising under the Worker’s Compensation Act and the Worker’s Occupational Disease Act at statutory limits.

- **General Liability:**
  - General Aggregate Limit: $2,000,000
  - Each Occurrence Limit: $1,000,000

- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.
  - General Aggregate Limit: $2,000,000
  - Each Occurrence Limit: $1,000,000

- **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**
  - General Aggregate Limit: $1,000,000
  - Each Occurrence Limit: $500,000

The Contractor agrees that with respect to the above-required insurance, the Village of Tinley Park shall:

- Be named as additional insured by endorsement as their interest may appear;
- Be provided with thirty (30) days’ notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.