



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
March 21, 2022 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Rescheduled Regular Meeting - Feb 22, 2022 7:30 PM
- B. Village Board - Special Meeting - Mar 3, 2022 7:30 PM
- C. Village Board - Committee of the Whole - Mar 7, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1339 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

- A. APWA Award Presentation (Trustee Stein) (Staff Contact: Darren Monico)
- B. Fire Chief Company Citation Presentation (Trustee Johnson) (Staff Contact: Mike Baker)
- C. Firefighter/Paramedic Badge Presentations (Trustee Johnson) (Staff Contact: Mike Baker)
- D. Presentation on Property Maintenance Standards (President Sussman) (Staff Contact: Michael Skibbe)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business. (Attached).

- A. Proclamation Recognizing Earth Hour 2022 (President Sussman) (Staff Contact: Brett Robinson)

SUMMARY: A proclamation recognizing Earth Hour.

- B. Authorization to Bid Shoreline Stabilization (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff seeks authorization to bid Shoreline Stabilization as detailed in the attached memo.

- C. Authorization to Execute Contract Extensions with Multiple Vendors (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following contract extensions as listed below and further detailed in the attached memo.

The second contract option with Lauterbach and Amen for audit services at a not to exceed amount of \$33,550.

The third and final year contract option with Consulting Engineering, Inc. for leak detection services on an as needed basis.

The second and final two year contract option with Hillside Auto Body for Towing Services. This is a pass thru charge and does not have a negative impact on the budget.

The first two year contract option with Fire Safety Consultants Inc for third party plan review. This is a pass thru charge and does not have a negative impact on the budget.

- D. R-2022-2 Adopt the Village's 2022 Zoning Map (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: Pursuant to State Statue, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2022. The latest zoning map is attached and reflects three changes in 2021.

- E. O-2022-34 Ordinance Authorizing the Waiver of Bids for Arboretum Golf Course Elevator Repairs (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to purchase elevator repair services from American Hoist and Manlift for the repairs of the Arboretum Golf Course Elevator in an amount not to exceed \$29,250.00 pending review and approval by the Village attorney.

9. Ordinances and Resolutions

- A. O-2022-35 Ordinance Authorizing Execution of an Agreement with Cartegraph Systems LLC and the Village of Buffalo Grove for Software Support Services (Trustee Stein) (Staff Contact: Tom Wisniewski)
- B. O-2022-36 McKim & Creed Water Analytics (Trustee Stein) (Staff Contact: Kyle Johnson)
- C. O-2022-37 Gewalt Stormwater & Street Design (Trustee Stein) (Staff Contact: Kyle Johnson)
- D. O-2022-38 Network Infrastructure Improvements Phase II (Trustee Smith) (Staff Contact: Tom Wisniewski)

10. Unfinished Business

11. New Business

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. (President Sussman) (Staff Contact: Chris Stilling)
- B. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06. (Clerk Sirabian) (Staff Contact: Chris Stilling)

14. Adjournment

The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE RESCHEDULED REGULAR MEETING OF THE VILLAGE
PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE,
ILLINOIS, TUESDAY, FEBRUARY 22, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith, and Pike.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resource Management Analyst; Chris Black, Director of Finance; Evan Michel, Management Analyst; Nicole Woods, Director of Community Development; Darren Monico, Village Engineer; Kyle Johnson, Assistant Director of Public Works; Ted Sianis, Civil Engineer; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Deputy Police Chief Eisenmenger

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the January 18, 2022 Rescheduled Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Moved by Ottenheimer, seconded by Smith, to approve the minutes of the January 31, 2022 Special Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Weidenfeld, to approve the minutes of the February 7, 2022 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

WARRANT #1338

Mr. Black read Warrant #1338. Moved by Weidenfeld, seconded by Johnson, to approve Warrant #1338 in the amount of \$5,980,454.91 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Minutes Acceptance: Minutes of Feb 22, 2022 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

There is no Village President's report tonight.

VILLAGE MANAGER'S REPORT

Mr. Skibbe presented the **Public Works Employee of the Year** to Ted Sianis, Civil Engineer. Mr. Skibbe then reviewed the accomplishments of Mr. Sianis' service to the Village of Buffalo Grove, along with a video highlighting his career. Mr. Sianis thanked everyone for the award and for hiring him and allowing him to be of service to Buffalo Grove.

Mr. Monico reviewed Village participation in the Community Rating System (CRS) by the **National Flood Insurance Program (NFIP)**, details of which are contained in his memo to Mr. Bragg of February 16, 2022. As part of this participation, certain documents are required to be supplied to the community's governing board at a public meeting.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

President Sussman explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion; there were no such requests. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Proclamation – National Engineers Week

Motion to approve a Proclamation recognizing National Engineers Week, February 20-26, 2022.

Portable Radio Purchase

Motion to approve bid waiver for Portable Radio Purchase at a total not-to-exceed amount of \$54,302.28 from Motorola Solutions.

Fuel Island Decommissioning

Motion to approve authorization for staff to bid the Fuel Island decommissioning at the Public Works Facility.

Resolution No. 2022-1

Motion to pass Resolution No. 2022-1 reallocating the 2022 Volume Cap to the Village of Buffalo Grove. The Village is the host of the Private Activity Bond Clearinghouse for Lake County. This is the annual Resolution that transfers the Village's Volume Cap to the Clearinghouse.

Ordinance No. 2022-14 – Facility Services

Motion to pass Ordinance No. 2022-14, award of bid for Facility Services.

Ordinance No. 2022-15 – Liquor Controls

Motion to pass Ordinance No. 2022-15 amending Chapter 5.20 – Liquor Controls. The Class A liquor license issued to Select Restaurant, Inc. d/b/a Countyline Tavern at 800 Lake Cook Road is hereby rescinded. The business has closed.

Minutes Acceptance: Minutes of Feb 22, 2022 7:30 PM (Approval of Minutes)

Ordinance No. 2022-16 – Water and Weigh Station

Motion to pass Ordinance No. 2022-16, Water and Weigh Station Design, approving the Gewalt Hamilton Associates design engineering contract for a Water and Weigh Station in an amount not to exceed \$34,500.00, pending legal review and approval by the Village Attorney.

Ordinance No. 2022-17 – Radio Network Communications

Motion to pass Ordinance No. 2022-17 Radio Network Communications, authorizing the Village Manager to purchase radio network equipment and installation services from Urban Communications, Inc. at a price not to exceed \$37,547.00, pending review and approval of an agreement by the Village Attorney.

Ordinance No. 2022-18 – “Beet Heet”

Motion to pass Ordinance No. 2022-18, authorizing waiver of bids and authorization to purchase Liquid De-Icing “Beet Heet” from K Tech Specialty Products at a price not to exceed \$52,000.00 per year for snow removal operations in 2022 and 2023.

Ordinance No. 2022-19 – SCADA Technology

Motion to pass Ordinance No. 2022-19, SCADA Technology Improvements, approving the C2Wise support services contract for various SCADA technological improvements in a not-to-exceed amount of \$45,000.00, subject to review and approval by the Village Attorney.

Ordinance No. 2022-20 – Purchase of Vehicle

Motion to pass Ordinance No. 2022-20, Purchase of Vehicle, authorizing the Village Manager to purchase a replacement vehicle in an amount not to exceed \$35,000.00, pending review and approval by the Village Attorney.

Ordinance No. 2022-29 – Purchase of Wireless Access

Motion to pass Ordinance No. 2022-29 authorizing the Village Manager to purchase Hewlett Packard Wireless Access Point (WAP) equipment and support services in an amount not to exceed \$31,941.00 from SHI.

Moved by Smith, seconded by Stein, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows on the Consent Agenda:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-21 – BGFF/PM

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2022-21, approving a Memorandum of Understanding (MOU) between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association concerning a COVID-19 Vaccination Policy for its membership and in accordance with materials contained in Board packets.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in the MOU itself as well as the Agenda Item Overview that he prepared. Mr. Malinowski thanked the members of the IAFF Executive Board for their cooperation in working together to prepare this policy.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2022-22 – VACCINATION POLICY

Mr. Bragg reviewed the proposed ordinance, details of which are contained in his memo to the Board of February 17, 2022.

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2022-22, regarding a COVID-19 Vaccination Policy for the Village of Buffalo Grove to not only cover Exhibit A, but also to cover Addendum B to cover on-site contractors and vendors whose duties require them to be in proximity to Village employees and within Village facilities.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2022-24 – TREE PLANTING

Moved by Stein, seconded by Pike, to pass Ordinance No. 2022-24, authorizing the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$145,660.00 according to materials contained in Board packets and pending final review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 16, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2022-25 – ROW & MEDIAN MAINTENANCE

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2022-25, authorizing the Village Manager to execute a contract with City Escape Garden & Design for Landscape ROW and Median Maintenance Services in an amount not to exceed \$96,591.00 per year for the first two years of the contract in accordance with materials contained in Board packets and pending final review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 17, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2022-26 – POLICE VEHICLES

Moved by Johnson, seconded by Smith, to pass Ordinance No. 2022-26, authorizing the purchase or replacement of Police Vehicles through the Suburban Purchasing Cooperative in accordance with materials contained in Board packets.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 11, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-27 – PAVEMENT CONDITION SURVEY

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2022-27 authorizing approval of the Chastain & Associates pavement condition survey contract for Village-owned streets in an amount not to exceed \$93,215.00 in accordance with materials contained in Board packets and subject to review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 16, 2022, after which he and staff answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-28 – AMBULANCE PURCHASE

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2022-28, authorizing the purchase of an Ambulance from Foster Coach Sales, Inc. through the Suburban Purchasing Cooperative Program in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$415,282.68 and in accordance with materials contained in Board packets.

Chief Baker reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 16, 2022.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-30 – RESALE OF WATER

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2022-30, authorizing an Intergovernmental Agreement with the County of Lake relating to the resale of water to unincorporated neighbors, specially the Pekara and Horatio Gardens subdivisions, in accordance with materials contained in Board packets and subject to Village Attorney review.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of January 28, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-31 – SANITARY SEWER AGREEMENT

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2022-31, authorizing an Intergovernmental Agreement with the County of Lake for a Sanitary Sewer Agreement pursuant to materials contained in Board packets and subject to review and approval by the Village Attorney.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of January 28, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-32– TERMINATION AGREEMENT

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2022-32, authorizing execution of a Termination Agreement with Aquify to the Water Analytics Pilot Programs Services Agreement in accordance with materials contained in Board packets and subject to review and approval by the Village Attorney.

Mr. Skibbe reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 22, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

16606 W. HIGHWAY 22

Ms. Woods reviewed the proposed development, details of which are contained in her memo to the Board of February 17, 2022.

Kris Plencner provided an overview of their project and noted that they will be seeking annexation to Buffalo Grove, referring to a PowerPoint to augment his presentation. Mr. Plencner also thanked the staff for all their help in putting this project together. Staff and Mr. Plencner then answered questions from the Board.

Moved by Johnson, seconded by Ottenheimer, to refer the proposed multi-family development at 16606 W. Highway 22, Prairie View, to the Planning & Zoning Commission for review.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda.

EXECUTIVE MEETING

Moved by Stein, seconded by Smith, to move to Executive Session to discuss: **Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.**

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:38 P.M. until 9:08 P.M.

ADJOURNMENT

Moved by Stein, seconded by Smith, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The Rescheduled Regular Meeting was adjourned at 9:10 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF March 2022

Village President

Minutes Acceptance: Minutes of Feb 22, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES
OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL
CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
THURSDAY, MARCH 3, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith and Pike.

Also present were: Dane Bragg, Village Manager; Nicholas Standiford, Acting Village Attorney; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; and Evan Michel, Management Analyst.

PROCLAMATION – OLYMPIAN MEGAN BOZEK

The Village Board read a Proclamation recognizing Megan Bozek on her exemplary hockey career and Olympic Silver Medals. Ms. Bozek serves as a stellar example to everyone in Buffalo Grove of what can be achieved through hard work and dedication. Ms. Bozek was presented with a commemorative street sign for **Megan Bozek Way**, as she was congratulated by the audience and the Board.

Ms. Bozek thanked everyone for the recognition, and briefly recalled her incredible trip to Beijing adding that she was honored and humbled to be a part of it.

President Sussman declared a recess from 7:37 P.M. until 7:52 P.M. for a reception for Ms. Bozek.

ORDINANCE NO. 2022-23 – COLLECTIVE BARGAINING

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-23, authorizing the Village Manager to enter into a Collective Bargaining Agreement and Memorandum of Understanding with the Metropolitan Alliance of Police, Police Patrol Officer Chapter #672.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in the Agenda Item Overview prepared by Mr. Bragg.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

ADJOURNMENT

Moved by Johnson, seconded by Stein, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 7:59 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF March 2022

Village President

Minutes Acceptance: Minutes of Mar 3, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY, MARCH 7, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith, and Pike.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Christine Berman, Deputy Finance Director; Joshua Strangberg, Accountant; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resource Management Analyst; Evan Michel, Management Analyst; Nicole Woods, Community Development Director; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Police Chief Casstevens; Deputy Fire Chief Wagner; and Tyler Grace, Fire Management Analyst.

President Sussman noted that 64 years ago today, on **March 7, 1958**, the Village of Buffalo Grove was officially incorporated with a total of 164 residents.

The Committee of the Whole Meeting consisted of staff reports and Board discussion on the listed topics, with staff answering questions from the Board on each topic.

ACCOUNTANT

Mr. Black introduced and welcomed our new Accountant for Buffalo Grove, **Joshua Strangberg**, who began working in February, and also recognized our Deputy Finance Director, **Christine Berman**, who began working with Buffalo Grove in November.

POLICE PERSONNEL

Chief Casstevens reviewed the career and accomplishments of **Sergeant Brian Hansen**, our newest Police Sergeant. Sergeant Hansen thanked everyone for the opportunity as he was congratulated by the audience and the Board.

Chief Casstevens then reviewed the career and accomplishments of our newest police officer, **Officer Kyle Lemmer**, who was welcomed by the audience and the Board.

Rotary President Brett Robinson and Chief Casstevens reviewed the history of Rotary International and the Police Officer of the Year and Special Commendation Awards sponsored by the Rotary Club of Buffalo Grove.

Chief Casstevens reviewed the career and accomplishments of **Officer Jaime Verduzco** and presented the 2021 Special Commendation Award to him as he was congratulated by the audience and the Board.

Chief Casstevens then reviewed the career and accomplishments of **Officer Eric Sarat** after which Mr. Robinson presented the 2021 Police Officer of the Year award to Officer Sarat as he was congratulated by the audience and the Board. Officer Sarat thanked everyone for the opportunity to work with the Buffalo Grove Police Department, its staff, and its wonderful residents.

ARBORETUM CLUBHOUSE

Mr. Stilling reviewed the changes that have taken place regarding the Arboretum Clubhouse.

Won Cho of WJ Golf reviewed the extensive improvements to the facility and restaurant space that have taken and will take place at the Arboretum, referring to a PowerPoint presentation highlighting these changes.

Mr. Bragg thanked the entire team for the outstanding work they have done on this project.

AT-YOUR-DOOR SERVICE

Mr. Stilling reviewed the Waste Management At-Your-Door Service, which was implemented in 2019, providing statistics to date, details of which are contained in his memo to Mr. Bragg of March 3, 2022.

Trustees noted that they are in favor of continuing the AYD service but suggested that further efforts be made to make more residents aware of the program.

VERNON TOWNSHIP ENERGY RESILIENCE COMMISSION

Mr. Bragg briefly reviewed the Vernon Township Energy Resilience Commission, details of which are contained in his memo to the Board of March 3, 2022.

Mr. Robinson further expanded on the background of the program.

Max Weiss, Strategic Project Coordinator for Vernon Township, reviewed the program, along with many of the participating units of government, and urged Buffalo Grove to join the group.

The Board concurred with staff's recommendation that the Administrative Services Director will attend VTERC meetings as needed and recommend partnerships that support the Village's longstanding sustainability goals.

FIRE DEPARTMENT ACCREDITATION

Deputy Chief Wagner reviewed the Fire Department Accreditation Update.

Mr. Grace went into further detail on the program, details of which are contained in the memo from him and Deputy Chief Baker to Mr. Bragg of March 7, 2022, as well as a PowerPoint presentation to which he referred.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

ADJOURNMENT

Moved by Weidenfeld, seconded by Johnson, to adjourn the meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:24 P.M.

Janet M. Sirabian, Village Clerk

Minutes Acceptance: Minutes of Mar 7, 2022 7:30 PM (Approval of Minutes)

APPROVED BY ME THIS 21st DAY OF March 2022

Village President

Minutes Acceptance: Minutes of Mar 7, 2022 7:30 PM (Approval of Minutes)



Action Item : Approval of Warrant #1339

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1339 \$4,483,003.93.

ATTACHMENTS:

- W #1139 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, March 21, 2022	
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VILLAGE OF BUFFALO GROVE WARRANT #1339
21-Mar-22

General Fund:	901,262.77
Parking Lot Fund:	0.00
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	19,072.89
Capital Projects-Vehicles/Equipment:	202,974.79
Capital Projects-Streets:	541,365.91
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	5,510.91
Water Fund:	269,318.36
Buffalo Grove Golf Fund:	3,997.92
Arboretum Golf Fund:	231,285.08
Refuse Service Fund:	92,147.50
Information Technology Internal Service Fund:	71,670.99
Central Garage Internal Service Fund:	102,279.91
Building Maintenance Internal Service Fund:	54,679.31
	<u>2,495,566.34</u>
PAYROLL PERIOD ENDING 03/03/22	996,898.27
PAYROLL PERIOD ENDING 03/17/2022	990,539.32
	<u>1,987,437.59</u>
TOTAL WARRANT #1339	<u><u>4,483,003.93</u></u>

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF
 THE VILLAGE OF BUFFALO GROVE, ILLINOIS

 Village Clerk

 Village President

Attachment: W #1139 SUMMARY (Approval of Warrant #1339)



Information Item : APWA Award Presentation

Recommendation of Action

Staff recommends presentation.

Presentation of the American Public Works Association's Asset Management Award to the Village of Buffalo Grove

ATTACHMENTS:

- Asset Management Award Memo (DOCX)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Monday, March 21, 2022	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 15, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: APWA Asset Management Award

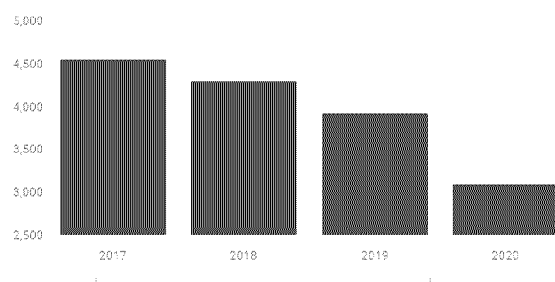
The Village of Buffalo Grove has been selected to receive the Asset Management Award from the Chicago Metro Chapter of the American Public Works Association. The award is presented to communities that realize advancement in their Asset Management (AM) system.

An AM system is not just a software package or a pipe replacement strategy. It is about understanding the service levels, understanding the costs, and understanding the risk associated with infrastructure assets. And then, most importantly, its about making good decisions with that data.

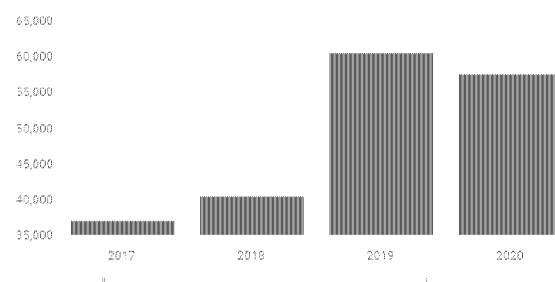
Public Works began this journey 10 years ago, with the buildup of our GIS system, and more recently through our Cartegraph work order and asset management system. And all that organized data became the catalyst for the Infrastructure Modernization Program, allowing funding sources to begin matching the work needed.

The Public Works Department has truly shifted to a proactive maintenance philosophy versus reactive approach. This has created a reduction in resident requests and an increase in individual preventative maintenance tasks. The below chart shows the reduction in requests over time (red) and the increase in tasks performed (green). Rather than increasing the number of public works employees, we've become more productive with the existing resources. At the end of the day, what can we accomplish with a thousand fewer request calls coming into the department each year?

Requests Closed by Year



Tasks Completed by Year



The APWA award focuses on how the Village uses the AM system to address the following 4 principles:

- **Balanced Decision Making:** Buffalo Grove focuses on asset service level versus costs and conducted a Water System Study to determine the budget needed for a future population and its water use. We also invested in a Water and Sewer Rate Study to determine how to properly fund for the needs determined by the Water System Study.
- **Strategic Alignment:** The Village's AM policy emphasizes providing the lowest life cycle cost to the residents by utilizing Cartegraph. This allows the department to track the condition and costs related to maintenance and repair of the assets, while doing so in a manner that aligns with the mission of the organization.
- **Organizational Alignment:** Through the Infrastructure Modernization Program (IMP), Buffalo Grove is strategically investing funds into programs that determine the status of the water system and the areas of which need for imminent repairs. Investing these funds maximize the benefit provided to the community by the system.
- **Accountability:** BG Connect, the Village's resident connection platform, allows for residents to report an asset concern that may not have been immediately spotted by a Buffalo Grove employee. The community may also look at our website for additional information regarding asset budgeting and reports.

Overall, the Public Works Department has accomplished large strides in its implementation of a fully formed Asset Management program. This APWA award emphasizes the professional approach in use by the Village and how it has helped streamline operations and increase efficiency. The Public Works Department is excited to be considered for the National APWA award in the asset management category next.



Information Item : Fire Chief Company Citation Presentation

Recommendation of Action

Staff recommends presentation.

Company Citation presentations for the personnel that were involved in the life saving water rescue on February 2nd.

Trustee Liaison

Johnson

Staff Contact

Mike Baker, Fire

Monday, March 21, 2022	
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Information Item : Firefighter/Paramedic Badge Presentations

Recommendation of Action

Staff recommends presentation.

Tim Kaplan and Mike Gleeson will be presented with their Firefighter/Paramedic badges from the Buffalo Grove Fire Department.

Trustee Liaison

Johnson

Staff Contact

Mike Baker, Fire

Monday, March 21, 2022	
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Information Item : Presentation on Property Maintenance Standards

Recommendation of Action

Staff recommends presentation.

Staff will present an update on Village property maintenance standards.

Trustee Liaison

Sussman

Staff Contact

Michael K Skibbe, Public Works

Monday, March 21, 2022	
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Action Item : Proclamation Recognizing Earth Hour 2022

Recommendation of Action

N/A.

SUMMARY: A proclamation recognizing Earth Hour.

ATTACHMENTS:

- Earth Hour 2022 (DOC)
- Earth Hour

Trustee Liaison

Sussman

Staff Contact

Brett Robinson, Finance

Monday, March 21, 2022	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING EARTH HOUR 2022 MARCH 26, 2021, 8:30 – 9:30 PM

WHEREAS, Earth Hour 2022 aims to show the actions that people, businesses and governments world-wide are taking to reduce their environmental impact; and

WHEREAS, Earth Hour is organized by the World Wildlife Fund (WWF). WWF's mission is to stop the degradation of the Earth's natural environment and build a future where people live in harmony with nature; and

WHEREAS, Earth Hour is a global movement encouraging individuals, businesses and governments around the world to take positive actions for the environment by switching off their lights for one designated hour; and

WHEREAS, Earth Hour 2022 will be held on Saturday March 26th between 8.30 pm and 9:30 pm; and

WHEREAS, With almost 5 million in more than 100 countries/territories across every continent will unite in a single moment of celebration and contemplation of the planet by switching off their lights for one designated hour;

NOW THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Buffalo Grove that March 26th, 2022, between 8:30 pm and 9:30 pm, is designated as "Earth Hour" and we call upon the residents and businesses of the Village of Buffalo Grove to observe the occasion by turning off all nonessential lighting during that hour.

Proclaimed this 21st day of March, 2022.

Beverly Sussman,
Village President



Action Item : Authorization to Bid Shoreline Stabilization

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization to bid Shoreline Stabilization as detailed in the attached memo.

ATTACHMENTS:

- Authorization to Bid - Shoreline Stabilization (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Monday, March 21, 2022	
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VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Shoreline Stabilization

Staff seeks authorization to bid Shoreline Stabilization. Scope of work includes but not limited to the reshaping of portions of severely eroded shoreline along ponds on Aptakasic Creek and stabilization with rip rap protection. Associated activities include topsoil replacement and stabilization with vegetation and erosion control items.

Attachment: Authorization to Bid - Shoreline Stabilization (Authorization to Bid Shoreline Stabilization)



Action Item : Authorization to Execute Contract Extensions with Multiple Vendors

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following contract extensions as listed below and further detailed in the attached memo.

The second contract option with Lauterbach and Amen for audit services at a not to exceed amount of \$33,550.

The third and final year contract option with Consulting Engineering, Inc. for leak detection services on an as needed basis.

The second and final two year contract option with Hillside Auto Body for Towing Services. This is a pass thru charge and does not have a negative impact on the budget.

The first two year contract option with Fire Safety Consultants Inc for third party plan review. This is a pass thru charge and does not have a negative impact on the budget.

ATTACHMENTS:

- Spring Contract Extensions 2022 (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 21, 2022

VILLAGE OF
BUFFALO GROVE



DATE: March 4, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
RE: Spring Contract Extensions

Dane, Staff will bring the following recommendations for contract extensions before the Village Board as a single item on March 21st as has been done in the past.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second and final two-year contract option with Hillside Auto Body, for Towing Services to cover the period from September 1, 2022 to September 1, 2024. Prices are expected to increase by no more than 2.5%. This is a pass thru charge and does not have a negative impact on the budget.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first two-year contract option with Fire Safety Consultants, Inc. for third party plan review services to cover the period up to October 21, 2024. This is a pass thru charge and does not have a negative impact on the budget.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the third and final year contract option with Consulting Engineering, Inc. for as needed leak detection services to cover the period from June 23, 2022 to June 23, 2023.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second contract option with Lauterbach and Amen for audit services to cover the period from October 16, 2022 to October 16, 2023. A price increase not to exceed 2% is expected and the base contract amount is set at a not to exceed amount of \$33,550.00.

Staff have reviewed the performance of each of the above listed contractors with the staff responsible for managing each contract. Staff has reported back that in each of the above listed contractors has either met or exceeded the expectations of the contract.



Resolution No. R-2022-2 : Adopt the Village's 2022 Zoning Map

Recommendation of Action

Staff recommends approval of the attached zoning map.

SUMMARY: Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2022. The latest zoning map is attached and reflects three changes in 2021.

ATTACHMENTS:

- BOT memo (DOCX)
- Resolution (DOCX)
- Exhibit A 2022 Village Zoning Map (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, March 21, 2022

VILLAGE OF BUFFALO GROVE



TO: President Beverly Sussman & Trustees
 FROM: Nicole Woods, Director of Community Development
 DATE: March 21, 2022
 SUBJECT: 2022 Village Zoning Map – Annual Update

Background

Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2022. The map only has three changes:

- 700 Lake Cook (Ricky Rockets)- Rezoned from Industrial to B3 Planned Business Center District.
- 201 N Milwaukee (Speedway) –Rezone from RE to B3 Planned Business Center District.
- 16051 Deerfield Pkwy (Multi-family) –Annexed into the Village and zoned R9 Multiple Family Dwelling District.

Staff Recommendation

Staff recommends approval of the attached zoning map.

RESOLUTION NO. 2022 – _

**A RESOLUTION ADOPTING THE OFFICIAL ZONING MAP
OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, Illinois statute requires annual publication of the Village's official zoning map; and,

WHEREAS, the Village of Buffalo Grove has compiled a zoning map attached hereto as Exhibit A depicting zoning districts as required by State statute.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois that the map attached hereto as Exhibit A is hereby adopted as the Village's official Zoning Map.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

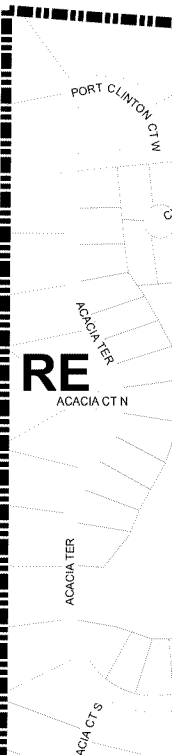
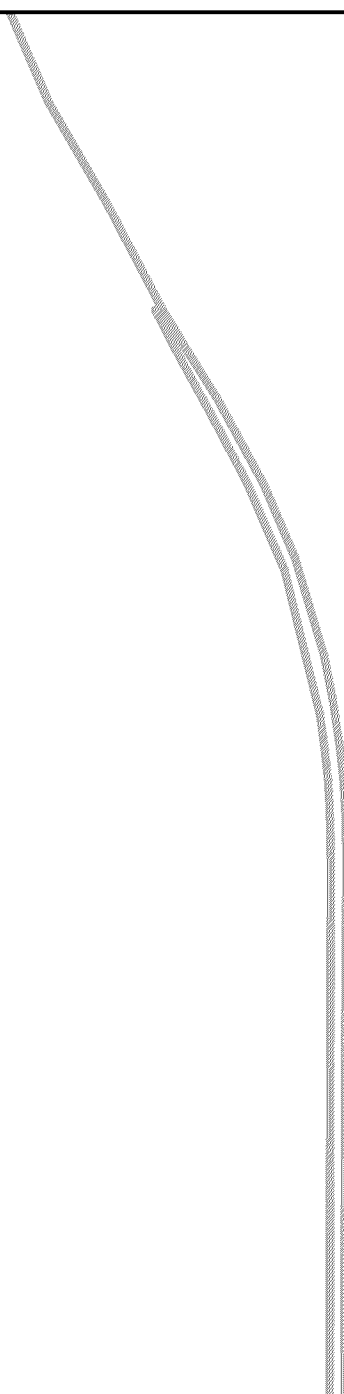
Village Clerk

Beverly Sussman, Village President

EXHIBIT A
2022 Zoning Map



Vill



RE
ACACIA CT N



Ordinance No. O-2022-34 : Ordinance Authorizing the Waiver of Bids for Arboretum Golf Course Elevator Repairs

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests Board approval to waive bids and authorize the Village Manager to purchase elevator repair services from American Hoist and Manlift for the repairs of the Arboretum Golf Course Elevator in an amount not to exceed \$29,250.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Arboretum Elevator Repair Memo (DOCX)
- Arboretum Elevator Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 21, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 17, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Waiver of Bids – Arboretum Elevator Repair

Recommendation

Staff recommends the Board approve a waiver of bids and authorize the Village Manager to purchase elevator repair services from American Hoist and Manlift for the repairs of the Arboretum Golf Course Elevator in an amount not to exceed \$29,250.00.

Background

On 11/18/2021, American Hoist and Manlift was completing their monthly Elevator inspections at the Arboretum Golf Course. While this process was underway, they noticed the lifting mechanism had been leaking hydraulic fluid and after further inspection they deemed the shaft to be rotted and in no way repairable. Due to safety reasons the elevator was taken out of service.

Staff reached out to several vendors and received only two responses. American Hoist and Manlift who is under contract for elevator inspections and Mid-American Elevator Company. Mid America Elevator Company was slightly lower in overall proposed cost however they did not propose many labor hours to complete the work. Any work needed outside the proposed labor hours would cost an additional \$547 per hour for one mechanic and one assistant. With three additional hours this proposal would become more expensive. Additionally, due to the elevator being out of service Mid-American Elevator was not able to do as thorough a visual inspection of the lifting mechanism and was only quoting on what was visible.

American Hoist and Manlift was able to visually inspect the elevator lifting mechanism and provide a proposal. Their proposal came in slightly higher, but they accounted for more labor hours to complete the work. Also, the parts are considerably cheaper as the Village already has them under an agreement, limiting their markup of parts by 10%. Any labor hours not used would be deducted from the final invoice.

	American Hoist and Manlift	Mid-American Elevator Company
Parts	\$7,290.00	\$11,400.00
Labor	60Hrs @\$366= \$21,960	32Hrs @ \$512= \$16,384
Total	\$29,250.00	\$27,784.00
	Labor Rate Per Hour for Work Done Outside the Proposed Hours	
Mechanic	\$183.00	\$302.00
Assistant	\$163.00	\$245.00

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING AMERICAN HOIST AND MANLIFT TO REPAIR THE ELEVATOR AT THE ARBORETUM GOLF COURSE

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to purchase elevator repair services from American Hoist and Manlift for the repairs of the Arboretum Golf Course Elevator in an amount not to exceed \$29,250.00 pending review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Arboretum Elevator Ordinance (O-2022-34 : Waiver of Bids - Arboretum Elevator Repair)



Ordinance No. O-2022-35 : Ordinance Authorizing Execution of an Agreement with Cartegraph Systems LLC and the Village of Buffalo Grove for Software Support Services

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Cartegraph Systems LLC for continued software maintenance and asset management services, at a total three-and-a-half-year price not to exceed \$242,373.90 pending review and approval by the Village Attorney.

ATTACHMENTS:

- Cartegraph Memo 2022 (DOCX)
- Cartegraph Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 21, 2022



MEMORANDUM

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

DATE: March 1, 2022

RE: Public Works Asset Management and Workflow Software

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Cartegraph Systems LLC for continued software maintenance and asset management services, at a total three-and-a-half-year price not to exceed \$242,373.90 pending review and approval by the Village Attorney.

Background

Since 2014, Public Works has been utilizing the asset management and workflow software from Cartegraph. In 2021, this service was moved to a cloud-based solution instead of an on premise. Cartegraph OMS has become critical to the efficient operations of the Public Works Department as it provides:

- A system to receive resident requests for assistance, and report back the results of our work
- A way to track the 40,000+ yearly tasks accomplished by the department
- An accounting of all labor, equipment, and materials used to complete those tasks
- An infrastructure for mobile device data collection in the field
- A clear reporting of the data collected and awareness for managers to make data driven decisions
- A system to automate workflow processes and reduce paperwork and duplicate data entry

Cartegraph OMS gives Public Works the ability to track goals, key performance indicators, and monitor asset improvement/degradation. These are some of the key factors in making data driven decisions for capital improvements, staffing needs, resident response level, and many other metrics. Cartegraph OMS has aided the Buffalo Grove Public Works Department in providing the highest quality and level of service to the residents.

Staff is requesting authorization to execute an agreement to continue software maintenance for Cartegraph OMS (Operations Management System) at a total three-and-a-half-year price not to exceed \$242,373.90. The half year is a pro-rated amount to sink up the agreement with the calendar year.

Term	Cost Per Year
Term One 7/1/2022 - 12/31/2022	\$ 32,970.01
Term Two 1/1/2023 - 12/31/2023	\$ 67,950.66
Term Three 1/1/2024 - 12/31/2024	\$ 69,989.17
Term Four 1/1/2025 - 12/31/2025	\$ 71,464.06
Total	\$ 242,373.90

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CARTEGRAPH SYSTEMS LLC
FOR ASSET MANAGEMENT AND WORKFLOW SOFTWARE**

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute an agreement with Cartegraph Systems LLC for continued software maintenance and asset management services, at a total three-and-a-half-year price not to exceed \$242,373.90 pending review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2022-36 : McKim & Creed Water Analytics

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the McKim & Creed water analytics agreement for maintenance, software and analytics through water sensors, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$247,480.00.

ATTACHMENTS:

- McKim Water Analytics Memo (DOCX)
- McKim Ordinance (DOCX)
- Professional Service Contract 2022 - Village Buffalo Grove Rev 3 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, March 21, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 17, 2022
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: McKim & Creed Water Analytics Agreement

Recommendation

Staff recommends the Village Manager be authorized to execute the McKim & Creed contract for water analytics in an amount not to exceed \$247,480.00 over a 3-year term.

Background Information

Since Aquify provided a notice of contract termination to the Village, staff has been exploring many options for moving forward with water monitoring. Options were evaluated as part of a collective effort with other communities impacted by Aquify dissolving as a corporate entity.

Ultimately McKim & Creed were selected based upon their expertise in the field and growing footprint in water analytics. They are completing the same services as Aquify provided the Village, but at a national level (just not currently in the Chicago market).

Staff developed a contract that allows for renegotiation at 12 or 18 months, as we believe we can demonstrate efficiencies that ultimately lower reoccurring costs for data management. Additionally, a contract termination fee schedule is again included in this contract if McKim & Creed were to cancel operations for any reason.

In year 1, approximately \$46,000 of the funding will be spent on additional sensors that help to streamline the data management components long-term. These sensors will be purchased using the \$150,000 from the Aquify termination payout and will be owned outright by the Village in perpetuity.

The annual cost for maintenance, software and analytics is about \$71,000 per year, whereas the pilot program costs from Aquify for those same services was about \$65,000 per year. Staff finds McKim's costs for this work highly competitive with others in the industry and would have expected Aquify's to elevate to that level after the pilot contract expired.

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING A WATER ANALYTIC SERVICES AGREEMENT WITH MCKIM & CREED**

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to enter into a Water Analytic Services Agreement with McKim & Creed for purchase, maintenance, software and analytics of water sensors, subject to final review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into a Water Analytic Services Agreement with McKim & Creed for purchase, maintenance, software and analytics of water sensors at a price not to exceed \$247,480.00 over a three year term, subject to final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: McKim Ordinance (O-2022-36 : McKim & Creed Water Analytics)

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
WATER ANALYTIC SERVICES**

THIS AGREEMENT is dated as of the 21st day of March 2022. ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary water analytic services and to perform the work in connection with the project identified below:

McKim & Creed
243 North Front Street
Wilmington, NC 28401
Attn: S. Barry Hales
Phone: 910-343-1048
Email: bhales@mckimcreed.com

B. Project Description. The Firm shall provide Water Analytic Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12-month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the normal standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the legal cause of the Village, its agents or employees, the Firm shall, at its own expense, pay all charges of attorneys and all costs and other expenses to the extent arising therefore or incurred in connections therewith. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.**
- 1) Village Termination Rights
 - a. Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
 - b. After 12 months but before 18 months from the date of this contract, the Village may issue the Firm a notice to renegotiate terms. Within 14 calendar days of that notice the Firm shall resubmit pricing to the Village with a three-year term. At that time the Village may elect to issue an amendment to this contract utilizing that new term, cancel this contract without penalty or continue with the existing agreement.
 - 2) If the Firm Terminates the Agreement without cause
 - a. If the Village decides to continue utilizing the software and hardware assets, then the Firm will provide reasonable assistance to the Village at the time of termination to transition the software and hardware assets required to the Village or its designated Party. This includes, but is not limited to, transferring historical data, continuing software agreements, data service agreements and cellular service agreements.
 - b. The termination schedule for the Firm is as follows:

Period in which Termination Occurs	Termination Fee
0-6 Months	\$100,000
6-12 Months	\$75,000
12-36 Months	\$50,000

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 36 months. The Agreement may be renewed upon mutual agreement by both parties for additional 24 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement
- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

McKim & Creed
 243 North Front Street
 Wilmington, NC 28401
 Attn: S. Barry Hales
 Phone: 910-343-1048
 Email: bhales@mckimcreed.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

- McKim & Creed will transition the software and analytics to Baseform
 - Step One: Data Connection (Two Weeks)
 - GIS
 - SCADA
 - AMI
 - Work Order
 - Distribution
 - Step Two: Initial Data and DMA Review
 - Step Three: Equipment Transition
 - Step Four: QC Testing
 - Step Five: System Live
- McKim & Creed will provide software, maintenance, and optional hardware to support all data efforts and analytics towards non-revenue water reduction.
- McKim & Creed will provide event processing and data reviews to help guide non-revenue decisions.
- McKim & Creed will provide all data engineering services to ensure connection between existing data sources and Baseform.
- McKim & Creed will provide on-site services for equipment installation and upkeep.
- McKim & Creed is to train a member of the utility staff for emergency troubleshooting, in the event that remote connectivity is required.
- McKim & Creed will provide consulting and product, as needed, for site maintenance.
- McKim & Creed will maintain the system, providing meaningful data with the goal of ensuring actionable intelligence.

**McKim & Creed will allow a renegotiation period from 12-18 months to either cancel or continue with service.

Also see attached proposal documents.



DISTRICT METERED AREA (DMA) MANAGEMENT

SUBMITTED TO:

VILLAGE OF BUFFALO GROVE

51 RAUPP BLVD

BUFFALO GROVE, IL 60089

SUBMITTED BY:

MCKIM & CREED | WILMINGTON, NC

910.343.1048 | MCKIMCREED.COM



MCKIM & CREED
 **MATCHPOINT**



TABLE OF CONTENTS

04	About McKim & Creed
07	Water Resources
09	Water Asset Management Qualifications & Experience
11	Key Personnel
13	Solution: District Metered Area (DMAs) Management
17	Service Center
19	Professional References
21	Quality Control/Quality Assurance



ABOUT MCKIM & CREED

McKim & Creed, Inc. is a team of talented professionals who improve the quality of life for businesses and communities by providing world-class engineering and geomatics solutions.

Whether it's designing sustainable water solutions, creating energy-efficient environments, planning thriving communities, or gathering data for safe transportation networks, McKim & Creed works to improve the quality of life for our clients and the communities we serve.

Our technical specialties include DMA design, analytics and maintenance, leak detection SCADA, electrical, substitute water, wastewater, and reclaimed water system engineering; industrial design-build services; airborne and mobile LiDAR/scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services for the energy, transportation, federal, land development, water and building markets. As an employee-owned company that has been in operation since 1978, we provide these services through excellent work, dedicated service and a passionate desire to solve problems and impact lives.

McKim & Creed's depth of resources offers the flexibility to provide experienced staff at your disposal to keep your project on track. Our solid background and experience have resulted in the method and controls being in place to balance staff requirements while maintaining quality, schedule and budget for our clients. McKim & Creed is committed to meeting budget and schedule requirements.

OUR ENGINEERING, SURVEYING AND PLANNING SERVICES

Instrumentation & Controls/SCADA

Water/wastewater and reclaimed water design

Stormwater management

Site/civil, structural, electrical, mechanical and plumbing engineering

Water/Wastewater renewal and replacement

Geomatics specialties ranging from airborne LiDAR, photogrammetry and mobile scanning to electronic data collection, hydrographic surveying and subsurface utility engineering

LOCATIONS

N. CAROLINA

Asheville
Charlotte
Raleigh
Wilmington

S. CAROLINA

Charleston

GEORGIA

Sugar Hill

FLORIDA

Boca Raton
Clearwater
Daytona Beach
DeLand

Jacksonville
Orlando
Palm Coast
Pensacola
Sarasota
Tampa

LOUISIANA

Gonzales

TEXAS

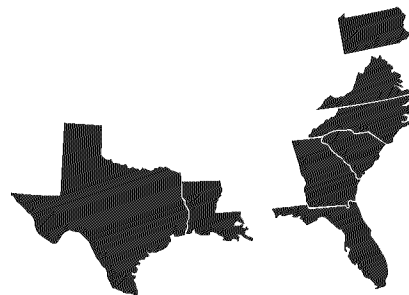
Austin
Dallas-Fort Worth
Houston

VIRGINIA

Norfolk

PENNSYLVANIA

Harrisburg
Pittsburgh



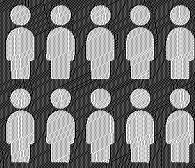
AT A GLANCE...

ABOUT MCKIM & CREED

McKim & Creed's Water Asset Management Team supports a client base across the nation. Our history in the utility industry has given our team the opportunity to build relationships and provide technical expertise and practical engineering solutions to serve the communities we love. Additional information about our team is continued on the following pages.

23 OFFICES

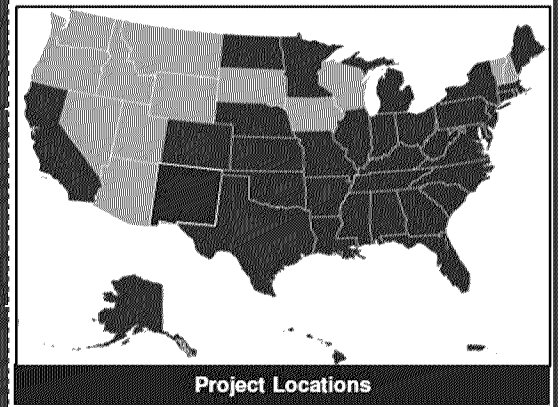
+600
EMPLOYEES



**LOCAL ATTENTION
BACKED BY
NATIONAL SUPPORT**

42

YEARS IN BUSINESS



Project Locations

TRUSTED PARTNERSHIPS



"We believe this project has saved the Village of Largo more than \$2.6 million in fines that would have occurred had we not resolved our SSO issues expediently. With the execution of the abatement plan developed by McKim & Creed, we will eliminate backup and lower costs at our treatment plant, which is a win-win for our citizens and our environment."

*Jerald L. Woloszynski, PE
Director of Engineering Services
Village of Largo, Florida*

Whether large or small, our team is committed to providing the same levels of high quality service regardless of project size.

INDUSTRY RANKINGS



#26

OVERALL DESIGN
FIRM IN THE
SOUTHEAST



#9

OVERALL DESIGN
FIRM IN NORTH
CAROLINA



TOP 130

ENVIRONMENTAL
FIRMS IN THE U.S.



TOP 150

DESIGN FIRMS
(TOP 250 SINCE
1992)

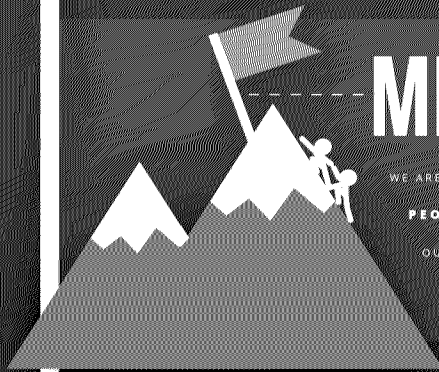
Rankings as per *Engineering News-Record (ENR)*

DEFINING OUR CORE- PEOPLE HELPING PEOPLE



TO BETTER REFLECT WHO WE ARE IN 2019 AND WHAT WE ASPIRE TO BE IN THE FUTURE, OUR LEADERSHIP TEAM IS PROUD TO PRESENT MCKIM & CREED'S UPDATED

MISSION, VISION AND CORE VALUES.



MISSION | WHO WE ARE AS A COMPANY AND WHY WE EXIST

WE ARE AN EMPLOYEE-OWNED ENGINEERING AND SURVEYING FIRM OF

PEOPLE HELPING PEOPLE SOLVE COMPLEX, DEMANDING INFRASTRUCTURE CHALLENGES.

OUR INTEGRATED APPROACH CONNECTS NATIONAL EXPERTS WITH LOCAL PERSPECTIVE TO

DELIVER **INNOVATIVE SOLUTIONS** THAT SERVE BOTH OUR CLIENTS AND OUR COMMUNITIES.

VISION

WHAT WE ASPIRE TO BE
AS WE EXECUTE OUR MISSION

TO BE THE ENGINEERING AND SURVEYING FIRM WHERE

TOP TALENT
ASPIRES TO WORK

DELIVERING
RESPONSIVE,
EXEMPLARY
SERVICE TO OUR
CLIENTS

WHILE SUSTAINING OUR
UNIQUE EMPLOYEE-OWNED
CULTURE

CORE VALUES

OUR FUNDAMENTAL BELIEFS



RESPECT FOR PEOPLE

McKim & Creed is rooted in the core value of respect for people. As a result, we approach every business interaction with nothing less than complete professionalism. Through open communication at all levels of our organization, we foster an environment fueled by diversity of thought. By truly listening to our employees and clients, we develop a clear understanding of their needs and ensure that our solutions best achieve their goals.



CONTINUOUS IMPROVEMENT

By investing in cutting-edge technology and focusing on innovation and sustainability, we propel our industry forward to benefit our clients and communities. We promote lifelong learning through continuing education, professional organizations, networking and mentorship to ensure employees have what they need to continue to master their craft.



CLIENT SATISFACTION

We enjoy our work, and our enthusiasm for the industry translates into extraordinary effort—and remarkable results. We care deeply about our clients, and we advocate on their behalf throughout their projects.



SAFETY

We take responsibility for the safety of ourselves and everyone around us. At McKim & Creed, safety takes precedence over cost and expediency. We believe it is the responsibility of each and every employee-owner to build, promote and maintain a system of shared beliefs, practices and attitudes that culminates in a companywide safety culture.



OWNERSHIP

As an employee-owned firm, we cultivate an entrepreneurial atmosphere that allows every employee to reach beyond usual expectations toward incredible achievements. This entrepreneurial spirit empowers our employee-owners to guide their own future and shape the success of our company.

WATER RESOURCES



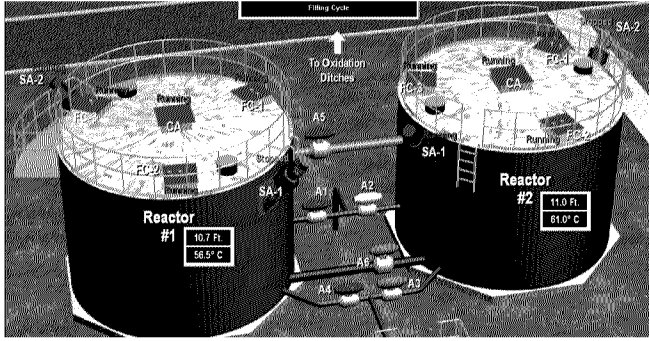
Wastewater infrastructure in the United States serves 190 million people through more than 16,000 plants and 600,000 miles of pipeline. Ongoing access to clean / safe water is a major focus for our team.

Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain our nation's water. And we find unique solutions for additional and alternative water sources when supply is an issue.

McKim & Creed plans and designs systems that treat, preserve and conserve the earth's finite water resources. Systems that include infrastructure that prevent water loss, meet stringent regulations and improve drinking water quality. Open-source I&C/SCADA systems and hydraulic models that help communities leverage their infrastructure. Water reuse systems that conserve potable water. Stormwater programs that manage entire watersheds. Wastewater treatment plants that produce safe, clean effluent. And survey data for floodplain mapping, surge models, sea level rise studies and pre and post-storm surveys.

OUR SERVICES

CONSTRUCTION ADMINISTRATION	MANAGEMENT PERMITTING
CONSTRUCTION OBSERVATION	PLANT START-UP
DISTRIBUTION SYSTEM DESIGN	RATE STUDIES
ENGINEERING REPORTS	REGULATORY COMPLIANCE SUPPORT
ENVIRONMENTAL ASSESSMENTS	STORAGE SUPPLY
FEASIBILITY STUDIES	SURVEYING AND MAPPING
FUNDING APPLICATION	SYSTEM ANALYSIS
INFRASTRUCTURE REHABILITATION	TREATABILITY STUDIES
LINE REPLACEMENT	WATER RESOURCE DEVELOPMENT AND PLANNING
MASTER PLANNING	WATER RESOURCES MANAGEMENT
OPERATIONS SUPPORT AND PROGRAM	



INSTRUMENTATION & CONTROLS / SCADA

Through our approach of collaborative teamwork, outstanding engineering design, seamless system integration, thorough training and ongoing support, we plan, design and implement in-plant and system-wide instrumentation and controls / SCADA systems that enable utilities to operate efficiently, effectively and safely.



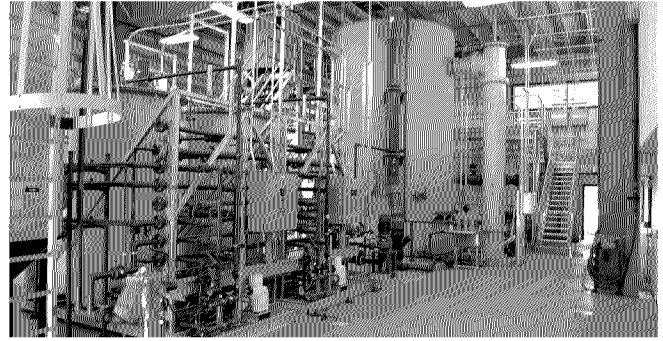
WASTEWATER MANAGEMENT

At McKim & Creed, our engineers work with government and private entities to plan, build and maintain wastewater systems that incorporate the most effective technologies to meet the community's needs.



DESIGN-BUILD

Our alternative delivery professionals are experienced in all aspects of design-build, including project development, design, estimating, procurement, scheduling, budget management, safety, construction, start up, operations and project management.



WATER MANAGEMENT

Our award-winning water management engineers consistently strive to develop new and efficient ways to improve, sustain, clean, manage and maintain water.



RENEWAL & REPLACEMENT

McKim & Creed's closed circuit TV (CCTV) inspection systems provide a full, 360-degree interior view of your aging infrastructure. High-quality imagery coupled with faster production rates mean that your dollars can be spent fixing your aging infrastructure issues, rather than simply studying the problem.



TRENCHLESS TECHNOLOGY

McKim & Creed has been named one of the top 50 trenchless design firms in the U.S. by Trenchless Technology magazine, and provides award-winning services—including subsurface utility engineering, infrastructure renewal and replacement, and engineering—for hundreds of trenchless projects each year.

WATER ASSET MANAGEMENT

QUALIFICATIONS AND EXPERIENCE

McKim & Creed acquired Matchpoint in October 2020, a non-revenue water and water loss recovery company. The previously known Matchpoint team now functions as the Water Asset Management division of the company's diverse water services umbrella – the added resources, expertise, and experience leave our team stronger than ever. Vision is our driving force, but value is our promise. We're dedicated to helping clients save valuable resources by bringing water infrastructure to life. **Water is invaluable and it is our mission to save and make better use of it.**

We provide an umbrella of SMART water solutions that empower the stewardship efforts of utilities, municipalities & commercial enterprises throughout North America and the Caribbean. We provide innovative technology, expert training, skilled support, and turn-key service solutions for effective water asset management.

McKim & Creed's Water Asset Management (WAM) team's combined water industry and water loss expertise expands over 100 years. Data as a Service Solutions are at the heart of WAM's methodology. Our robust technologies and best practices are grounded in validated and historical data, collected from sensors throughout your system. The knowledge derived from your data empowers your organization to make quick and reliable decisions. We tailor our solutions to meet the specific needs of each customer. In addition to our field services, in 2016 we opened the doors to our Certified Service Center in North Carolina to better serve clients by providing service, repair, and calibration of leak detection and network monitoring equipment. McKim & Creed has been a business partner with ESRI for 16+ years.

Commitment to customer objectives is at the center of everything we do. McKim & Creed works in collaboration with our clients and their teams to ensure our solutions meet our clients' needs in an effective and efficient manner.

SERVICES

- ✓ LEAK DETECTION: ACOUSTIC AND IN-PIPE INSPECTIONS
- ✓ NETWORK MONITORING AND DATA ANALYTICS
- ✓ DMA & DATA AS A SERVICE SYSTEM MONITORING & ANALYTICS
- ✓ FULL SUITE OF UAV-BASED SERVICES, INCLUDING INFRARED ASSESSMENT
- ✓ TRAINING AND SUPPORT
- ✓ RENTAL PROGRAM
- ✓ EQUIPMENT SERVICE, REPAIR, AND CALIBRATION
- ✓ CONSULTATION AND DESIGN SERVICES
- ✓ ASSET MANAGEMENT
- ✓ SUBSURFACE UTILITY ENGINEERING (SUE)
- ✓ GPS/GNSS DATA
- ✓ GIS MAPPING PARTNERED WITH ESRI



I am sending this email on behalf of the Village of Miramar for Matchpoint [McKim & Creed] and the work they did. We absolutely love the work they do for us with our leak detection program. The professionalism and knowledge they have is amazing, we look forward to working with them in the near future.

SABRINA CLARK

Administrative Coordinator
Village of Miramar, Florida
[Leak Detection Services Contract]



ACCOMPLISHMENTS AND ACCOLADES



MONITORING THOUSANDS OF MILES OF PIPE



100+ YEARS OF COMBINED EXPERIENCE



TRAINING HUNDREDS OF WATER COMPANIES
IN THE ART OF WATER LOSS RECOVERY AND
CONTROL



SUCCESSFULLY EXECUTING THOUSANDS
OF LEAK DETECTION SURVEYS



SERVICES CUSTOMERS NATIONWIDE
AND IN THE CARIBBEAN

OUR SOLUTIONS

- ✓ RISK MANAGEMENT
- ✓ NETWORK MONITORING & DATA ANALYTICS
- ✓ LEAK DETECTION: ACOUSTIC & IN-PIPE SERVICES
- ✓ TRAINING AND SUPPORT
- ✓ FINANCING
- ✓ GIS MAPPING
- ✓ SATELLITE & UAS BASED INFRASTRUCTURE ASSESSMENT
- ✓ RENTAL PROGRAM
- ✓ SERVICE AND CALIBRATION

KEY PERSONNEL: TEAM LEADERS

Below is a brief introduction to our team's leadership.



ROBBIE EISENRICH

Project Manager, Data Analytics and Digital Development EXPERIENCE

Utilizing Internet of Things (IoT) technology, Mr. Eisenrich leads McKim & Creed's data-as-a-service program to reduce leakage across water utilities. He supports the needs of clients or McKim & Creed operations personnel with challenges related to data integration, machine learning or automation. Mr. Eisenrich also works as a developer to establish data pipelines, integrations and automated Esri integrations/workflows.

CERTIFICATIONS

- Python for Data Science | Cornell University | 2021
- Python Programming | Cornell University | 2020
- Amazon Web Services (AWS) Solutions Architect Associate | AWS | 2019
- AF Database | OSIsoft | 2018
- Graduate Certificate Geographic Information Systems | University of North Carolina at Wilmington | 2017

Robbie has proven himself as a trusted voice when leading project coordination efforts, both internally with Utility personnel and with external parties including project specific stakeholders and the general public.



ARIEL FERNANDEZ

Support Services Director, Water Asset Management

Ariel was chosen out of our AMR/AMI group to learn the water asset management craft. His extensive travel on Matchpoint's projects throughout the Caribbean and North America has given Ariel access to the finest minds and technology in the industry. Ariel has a vast amount of experience in the field of meter installation, meter testing, leak detection, and project management. Currently, Ariel is responsible for all Technical support of Primayer and Hydreka product sales including customer demonstrations, presentations, and all support needs. Ariel also conducts all internal/external leak detection and water asset management training. Ariel is dedicated to promoting Matchpoint and their ambitions to ensure that every gallon of water collected from the environment is accurately accounted for and that the consumers have the information necessary to ensure maximum efficiency.

CERTIFICATIONS

- OSHA Safety Trained and Certified
- Confined Space/Permit Safety Certified
- EU and U.S. Water Asset Management Certified
- Matchpoint Certified Operator and Trainer
- Certified Leak Detection Technician
- Certified Insertion Flow Meter
- Certified in NRW/DMA Management Pipe Location
- Certified in Trimble GPS Operation and Data Management
- Hydreka and Ovarro Ltd Level II Certified
- Certified Factory Technician Level II

Ariel will use a proactive approach to engage all stakeholders, identify the Village's needs, evaluate options to meet those needs, and recommend the cost-effective solutions that will enhance the Village's ability to meet the utility needs of its citizens today and well into the future.

KEY PERSONNEL

9.B.c

In addition to Tony and Ariel, the following professionals will also be involved with the design team throughout the planning, design, and construction phases and will be readily available to respond to any Village questions about design or operational aspects associated with the assignment. **These are a select few of our personnel that we anticipate supporting the project, we reserve the right to bring in any of our qualified field staff if necessary.**



BARRY HALES

Vice President, Water Asset Management

UNIQUE QUALIFICATIONS & BENEFITS

- ✓ 15 years in electric utility metering, design and deployment. Responsible for the deployment/integration of AMR/AMI systems and the efficiency gains incurred through capitalizing on complex rates structures.
- ✓ 20 years deploying and integrating technology onto potable water systems and working with utilities in the analysis and actionable intelligence gained from "smart" systems.
- ✓ Established industry practices for deploying, maintaining, and analyzing data from these systems in a subscription-based model.



TONY POPOLO

Operations Manager, Water Asset Management

Tony began his employment in the water utility industry in 2012, as a project manager for the AMR/AMI smart water meter network implementation services division of Matchpoint Inc. Soon thereafter he moved up to primarily overseeing, managing, and coordinating all projects within that aspect of the company. Through business development activities, Tony broadened his role into the expanding non-revenue water recovery portion of the company by taking the lead on client coordination, project planning, estimating, as well as direct project supervision for all company acoustic leak detection, remote sensing and GIS field operations. Tony carried over these roles into his position with McKim & Creed during the 2020 acquisition of Matchpoint Inc into their water sector. He is also currently engaged in the research and development of the company's future endeavors regarding other utility services and products related to water asset management and non-revenue water loss recovery initiatives.

Tony has previous experience with project management and oversight in dealing with US Army Corps of Engineers and other state governments as well as private entities for contracted dredging projects. In that industry, he was responsible for and assisted with the execution of project calculations and mapping deliverables on large-scale channel deepening projects and beach nourishment efforts. He worked first hand in the emergency protection dredging projects resulting from the Deepwater Horizon BP oil spill incident in 2010.

CERTIFICATIONS

- OSHA Safety Trained and Certified
- Confined Space/Permit Safety Certified
- EU and U.S. Water Asset Management Certified
- Annual Hearing Test Certified
- Certified Leak Detection Technician
- Certified Insertion Flow Meter
- Certified in NRW/DMA Management Pipe Location
- Certified in Trimble GPS Operation and Data Management
- Hydreka and Ovarro Ltd Level II Certified



JAN RUCKER

**Support Services Specialist
EXPERIENCE**

Jan anchors the our Service Center and is charged with testing and maintaining the equipment we deploy as well as the equipment in use by our clients. His 12 years of field experience enables Jan to provide a real world perspective on the application and performance of the equipment we represent. Jan assists in managing maintenance programs for DDS clients, maintaining flow and pressure monitoring sensors and Data loggers, and providing calibrations for electromagnetic insertion meters. In collaboration with field personnel we are able to ensure data integrity across all of our DDS clients.

CERTIFICATIONS

- OVARRO Authorized Service Technician
- Hydreka Authorized Service Technician

SOLUTION: DISTRICT METERED AREA MANAGEMENT

McKim & Creed, partnering with Baseform, would like to offer a District Metered Area (DMA) solution program for the Village of Buffalo Grove. We are prepared to lead the software platform transition, maintain the system in its current form, ensure the integrity and value of the information generated by the system, upgrade the hardware as necessary, and have regular review sessions to ensure actionable intelligence is derived from the system.

PROJECT SCOPE

- McKim & Creed will transition the software and analytics to Baseform
 - Step One: Data Connection (Two Weeks)
 - GIS
 - SCADA
 - AMI
 - Work Order
 - Distribution
 - Step Two: Initial Data and DMA Review
 - Step Three: Equipment Transition
 - Step Four: QC Testing
 - Step Five: System Live

McKim & Creed will provide software, maintenance, and optional hardware to support all data efforts and analytics towards non-revenue water reduction.

McKim & Creed will provide event processing and data reviews to help guide non-revenue efforts.

McKim & Creed will provide all data engineering services to ensure connection between existing data sources and Baseform.

McKim & Creed will provide on-site services for equipment installation and upkeep.

McKim & Creed is to train a member of the utility staff for emergency troubleshooting in the event that remote connectivity is required.

McKim & Creed will provide consulting and product, as needed, for site maintenance.

McKim & Creed will maintain the system, providing meaningful data with the goal of ensuring actionable intelligence.

****McKim & Creed will allow a renegotiation period from 12-18 months to either cancel or continue with service.**

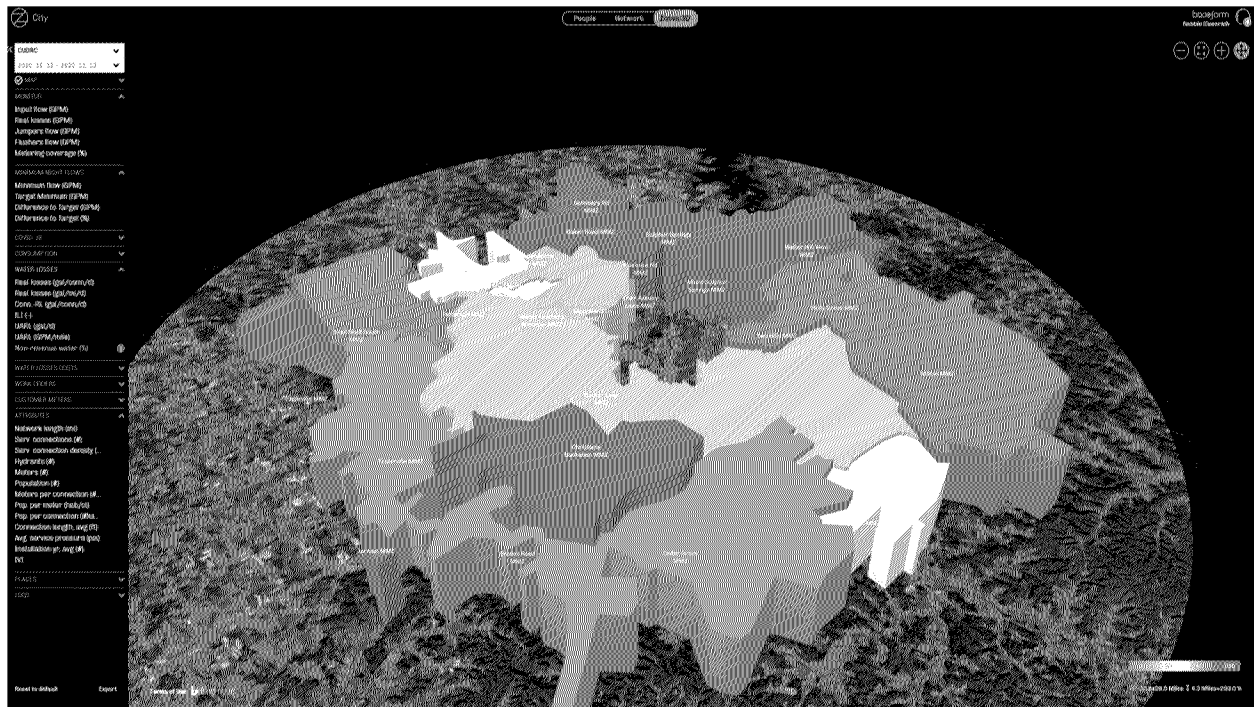
PRICING

MCKIM & CREED WILL OFFER DISTRICT METERED AREAS FOR A 3-YEAR TERM AT THE PRICE OF:

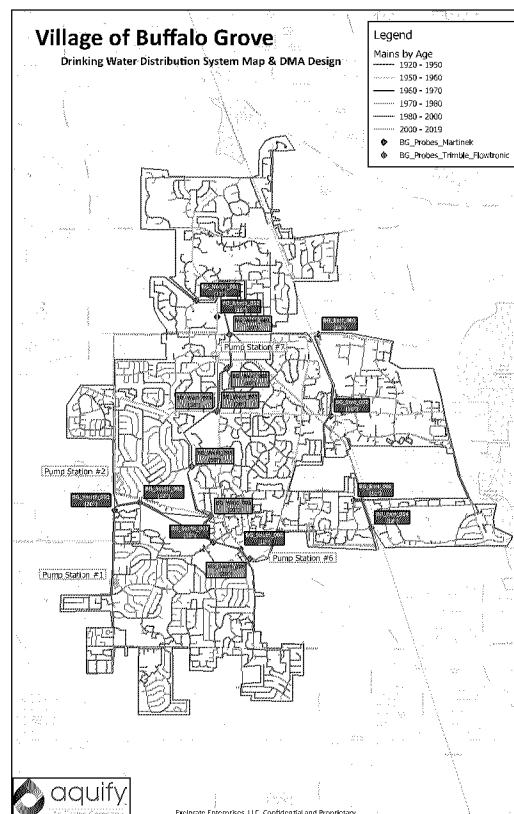
- **DMA MAINTENANCE, SOFTWARE, ANALYTICS:**
 - \$370 PER POINT PER MONTH
 - LABOR AND SOFTWARE COSTS ONLY*
- **DDS PROGRAM: PROBE, DATALOGGER, MAINTENANCE, SOFTWARE, ANALYTICS:**
 - \$510 PER POINT PER MONTH
 - LIMITED TO MCKIM & CREED SUPPORTED PRODUCT LINE*
 - EQUIPMENT, SOFTWARE, LABOR COSTS FACTORED IN*
- **FIRST MONTH'S CHARGES TO BE BILLED AS AN ENGAGEMENT FEE UPON RECEIPT OF ORDER.**

DISTRICT METERED AREAS (DMAS)

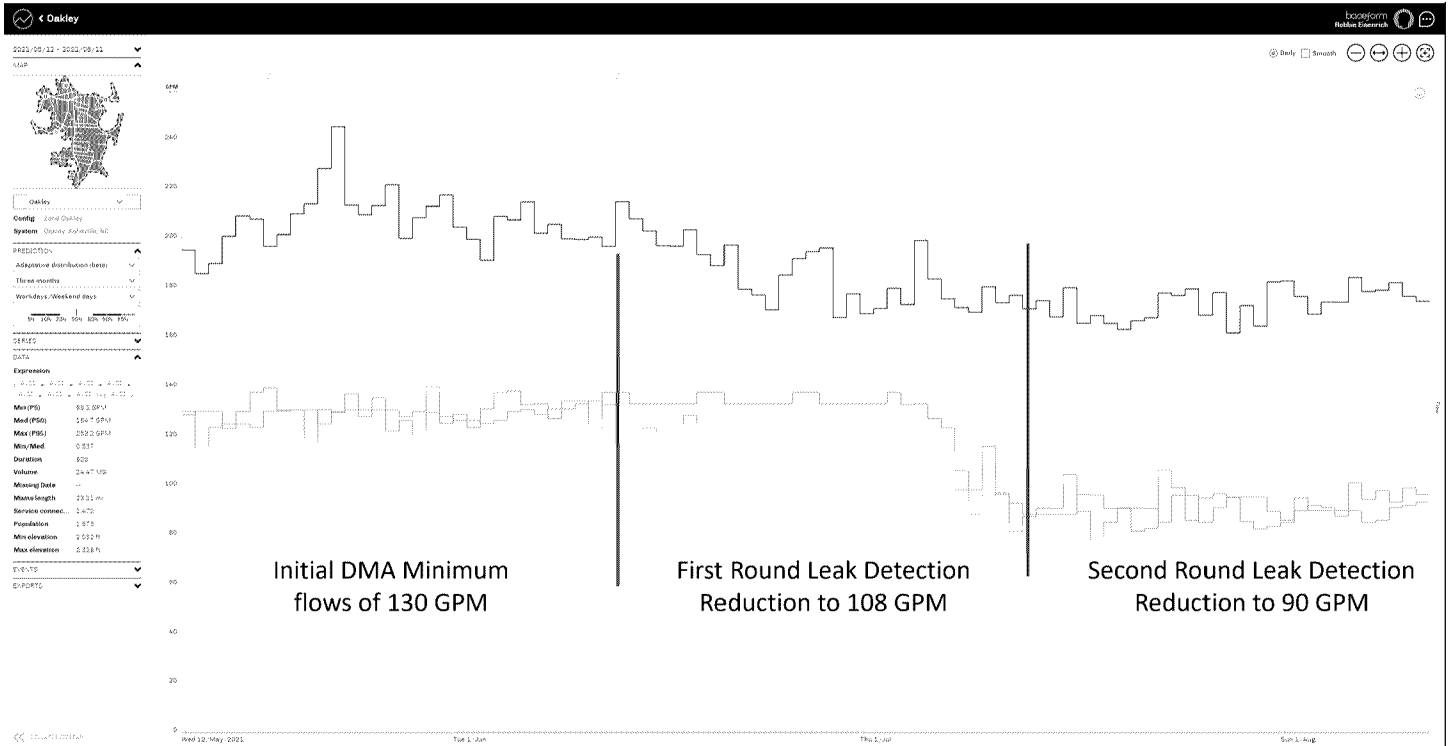
We firmly believe utility infrastructure should be monitored, data analyzed, and held accountable through the use of District Metered Areas (DMA's). Our clients have discovered that the data derived from pressure and flow monitoring throughout the system provides a valuable tool to drive actionable programs for the benefit of: Water Loss Recovery; System Operations; Hydraulic Modeling; Planning of infrastructure Repair/Replacement.



This is a screenshot of DMA analytics indicating Zones that are in need of investigation either due to flow in/out/ consumed from the zone doesn't add up or pressure anomalies that might indicate leakage, or unaccounted for water within the zone. This analysis is used to direct and deploy the use of various investigative methodology, including logger deployment and leak detection.



Pressure and flow data from the system or trial areas will be run through our analytics and supplemented with insertion meters if required to fully monitor the performance of the system, or trial area. Data would then be used to direct efforts for further investigation of Points of Interest (POI's).



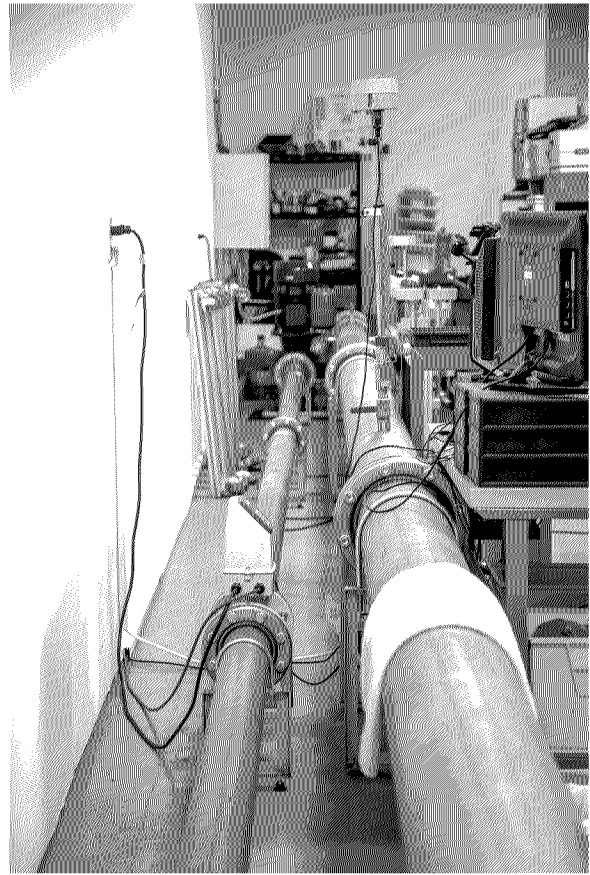
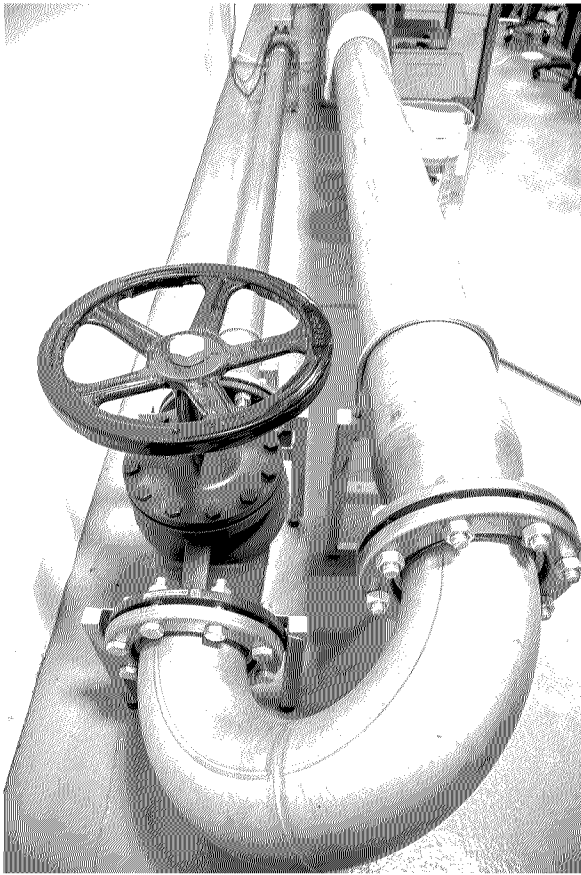
This is an example of Leak Detection driven by DMA supply. One round of leak detection and repairs were issued based on high minimum night-time flow values. After repairs were made minimum night-time flow was reduced however, based on continued elevated values in MNF, a second round of leak detection was issued. After the second round of leak detection and repairs were made a new minimum of 90 GPM was realized. Utilizing data for leak detection deployment resulted in the utility saving a total of 40 GPM.

SERVICE CENTER

Located in Wilmington, NC our Service Center inventories, maintains, repairs, calibrates, and updates the hardware and data logging components we deploy on behalf of, and provide to, our clients. The manufacturers that we choose to represent are chosen for their robustness and technical competence. We only offer equipment to our clients that we utilize within our personal Field Service Teams. These brands include: Ovarro, Hydreka, Trimble, Esri, to name a few.

PRICING

These projects are priced upon request based on the **SCOPE** of the service/repair.



McKim & Creed's Certified Technical Service Center is located within its Wilmington, NC office. The Service Center has the latest in calibration and repair equipment, including a hydraulic test bench. Our Service Center is staffed by technicians that are factory-trained. These resources allow McKim & Creed to provide a customer service experience unique to the U.S. NRW and Condition Assessment industry. Should our clients have a temporary need such as Hydraulic modeling, monitoring a specific area of infrastructure during transition, emergency, or equipment failure: we inventory and maintain a full suite of equipment tested and calibrated that is immediately available to them for their use.

RENTAL PROGRAM

The Service Center sources a variety of applications from hydraulic modeling, DMA, pilot testing, to meter verification projects. Whether your needs are limited to technology and support, or extend to installation and data service, we can supply it for short and long terms.

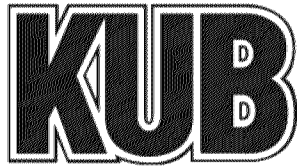
The Service Center provides meaningful system data without all the strings attached. Rent our services and equipment on a one-time or long term basis, whichever is needed to meet your needs. As standard the rental program includes electromagnetic insertion meters and data loggers that monitor the water network on an ongoing basis: sending flow & pressure data remotely for analysis. Remote support, equipment preparation, and calibration services are handled and provided by our Factory Certified Technical Service Center to ensure data accuracy and to prevent gaps in data. McKim & Creed also has a team ready to install the equipment and a team that can analyze the data produced by our technology, should you have a need.

PROFESSIONAL REFERENCES

Our client references exhibit the design strength and experience of McKim & Creed's team. We have chosen these client references and projects because we have provided similar continuing services or utilities projects to each of these clients. Each project provides client contact information should you wish to understand further our experience and working relationship with each client.

McKim & Creed's key project manager and proposed team members all have extensive experience providing services to clients in Florida. With this knowledge throughout Florida and beyond, our firm provides the Village of Buffalo Grove with the most qualified team that will deliver cost-effective, practical solutions for this project.

We have included the below references for local clients where we have performed similar utility services or provided diverse work orders under general engineering contracts.



KNOXVILLE UTILITIES BOARD

Ted Tyree
Engineer
4505 Middlebrook Pike
Knoxville, KY 37921
p: 865.679.2411

Recent Similar Projects:

- Leak Detection Survey
- Find It/Fix It Program
- Equipment Purchase
- District Metered Areas
- Installation, Maintenance, Analytics
- Professional Services Agreement
- GIS Mapping



HALLSDALE-POWELL UTILITY DISTRICT

Cody Humphrey
Manager Of Distribution & Collections
3745 Cunningham Rd
Knoxville, TN 37918
p: 865.925.3921

Recent Similar Projects:

- Leak Detection Survey
- Equipment Purchase
- District Metered Areas
- Installation, Maintenance, Analytics
- GIS Mapping



GRAND BAHAMAS UTILITY COMPANY

Remington Wilchcombe
Engineer
PO Box F-42666
Freeport, Bahamas
p: 242.359.4180

Recent Similar Projects:

- Leak Detection Survey
- Equipment Purchase
- GIS Mapping
- Pipe Replacement Program
- District Metered Areas
- Installation, Maintenance, Analytics



VILLAGE OF ASHEVILLE, NC

Brandon Buckner
Project Manager
P.O. Box 7148
Asheville, NC 28802
p: 828.259.5579

Recent Similar Projects:

- District Metered Areas
- Installation, Maintenance, Analytics



VILLAGE OF SANFORD, NC

Paul Weeks
Village Engineer
225 East Weatherspoon Street
Sanford, NC 27331
p: 919.775.8232

Recent Similar Projects:

- District Metered Areas
- Installation, Maintenance, Analytics
- Leak Detection Survey



CHATHAM COUNTY, NC

Larry Bridges
Administrative Coordinator
984 Thompson Street, Suite E2
Pittsboro, NC 27312

Recent Similar Projects:

- District Metered Areas
- Installation, Maintenance, Analytics

QUALITY CONTROL/QUALITY ASSURANCE

McKim & Creed takes great pride in providing professional leak detection services. Our technicians are trained to conduct themselves in a professional manner and to put the customer's needs in top focus while they are conducting the leak surveys.

Our leak detection services are traditional, non-invasive, and are reliant on acoustic technology combined with personnel expertise. Our leak detection approach has been refined over the lifetime of our company, to ensure optimum customer satisfaction, effective communication and precise results. We abide by a comprehensive process that maximizes the potential of reducing water loss and minimizes the likelihood of dry holes or excavating a leak-free hole.

All services will be executed to meet and often exceed, the best practices listed in the AWWA Manual of Water Supply Services (M36) and will be performed at the highest level of health and safety standards (OSHA safety standards).

We use technology in addition to personnel, wherever possible to ensure the results are supported by multiple investigation methods. All investigation points are visited a second time to ensure that the leakage indication is present on multiple visits, as leakage is continuous in nature. Our on-site project manager, as well as the director of operations, conducts a daily review of all data collected to ensure accuracy and consisting of reported information and processes.

All of our technicians have passed certified technical training on the equipment and all are well trained in the functionality and limitations of this equipment.

McKim & Creed's total quality management philosophy serves as a guide to our team for everyday activities that are paramount to delivering superior designs. Our quality management philosophy and standards evolve as we assess each completed project for key take-aways and lessons learned. Our commitment to this long-term approach ensures shared experience, excellent decision making capabilities and quality. While checking completed documents is an important part of our process, McKim & Creed's QA/QC process involves much more than that alone. We believe that Quality Assurance begins before the first computer is turned on. Quality Assurance means that we develop a clear understanding of the goals and objectives of the project with Village of Buffalo Grove and the potential team members before we develop the final scope of work. The project team members are involved in the development and refinement of the final scope of work, project schedule and budget. This early involvement in the project planning and sharing of expertise by the technical staff who are knowledgeable in specific project related issues greatly improves the quality of the final product and sets our work apart from typical firms.

Once the project has begun, McKim & Creed adheres to an approach that is established in our project execution manual. Because every project has differing goals and objectives, McKim & Creed recognizes these differences and adapts its procedures to meet the project requirements.

Features of our quality assurance approach include:

- ✓ The scope of services is reviewed by the manager of the technical group to ensure that the clients' needs are addressed;
- ✓ Status meetings are scheduled by the Director of Operations to oversee that deadlines are met and to address any necessary issues;
- ✓ Daily quality assurance/quality control reviews by individual team members;
- ✓ Periodic assessments by design teams;
- ✓ Evaluation by a Project Manager before each submission to the client;
- ✓ Project check-ups with our customers are performed at the conclusion of their projects;
- ✓ Internal post-project evaluation; including measures that worked well, lessons learned, new technology or process assessments.

Our Support Services department is involved in quality control of each project by assisting with the review of data captured throughout the project and advises on further interpretations of potential outcomes for leak location pinpointing.

Ninety days after the completion of each project, McKim & Creed contacts each client to understand their perspective of the overall success of the project and to see if there is anything we could to change to improve our services. We use this customer data to refine and customize our internal processes.



SUBMITTED BY:

MCKIM & CREED | WILMINGTON, NC
910.343.1048 | MCKIMCREED.COM



**Exhibit B.
Agreed Upon Pricing Structure**

DMA MAINTENANCE, SOFTWARE, ANALYTICS:

\$370 PER POINT PER MONTH
LABOR AND SOFTWARE COSTS ONLY*

DDS PROGRAM: PROBE, DATALOGGER, MAINTENANCE, SOFTWARE, ANALYTICS:

\$510 PER POINT PER MONTH
LIMITED TO MCKIM & CREED SUPPORTED PRODUCT LINE*
EQUIPMENT, SOFTWARE, LABOR COSTS FACTORED IN*

Option	Points	Monthly Fee
DMA Maintenance	16	\$5,920.00
DDS Program	0	\$0.00
	MONTHLY TOTAL	\$5,920.00
	ANNUAL TOTAL	\$71,040.00

SENSOR PURCHASES (ONE TIME COST)

DMA SITE – INSERTION FLOW METER/DATA LOGGER INCLUDING ALL ACCESSORIES FOR PRESSURE/FLOW MONITORING

\$7,200.00 PER POINT

Option	Points	One Time Fee
DMA SITE	6	\$7,200.00
SMALL PARTS ALLOWANCE*	NA	\$3,000.00
	TOTAL	\$46,200.00

*The Small Parts Allowance is for the Village's use only. Items to be purchased under this allowance include, but are not limited to, TMC converters, pressure sensors, adapters, antennas and cables.

Summary of Costs	
2022	Up to \$105,400.00
2023	\$71,040.00
2024	\$71,040.00
Total	\$247,480.00

Exhibit C. Insurance

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations. Or their equivalents

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalents
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$500,000 without prior written approval.
- 2) 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 Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) .
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



Ordinance No. O-2022-37 : Gewalt Stormwater & Street Design

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates design engineering contract for the Northwood Subdivision, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$459,000.00.

ATTACHMENTS:

- GHA & ERA Northwood Subdivision Design Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract Northwood Subdivision (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, March 21, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2022

TO: Mike Skibbe, Deputy Village Manager/Public Works Director

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Gewalt Hamilton & ERA Street and Stormwater Improvements

Recommendation

Staff recommends the Village Manager be authorized to execute the Gewalt Hamilton Associates, Inc. contract for storm sewer and street improvements in the Northwood Subdivision in an amount not to exceed \$459,000.00.

Background Information

Several streets in the Northwood Subdivision have previously been identified for replacement due to their pozzolanitic (“pozz”) base. These bases have failed with the only long-term remedy being the most expensive option of full depth replacement. Additionally, the Stormwater Master Plan completed by Engineering Resource Associates (ERA) in 2021 identified a need that flows through this neighborhood.

These projects have both been identified as targeted objectives for the next round of the Infrastructure Modernization Program. The estimated construction cost of the whole project is \$8.4 million but it is likely the project will be split into multiple phases. Preliminary conversations have been held with Lake County’s Stormwater Management Commission (SMC) about funding opportunities for the \$2.5 million stormwater component of the project.

To target outside funding sources, the entire project area must be analyzed to fully conceptualize the stormwater needs, impacts of phasing and costs. A full design also designates the project as “shovel ready” which increases its scoring odds when reviewed for any outside funding.

Gewalt Hamilton will design the street improvements with ERA serving as a subconsultant on the stormwater components. Collectively they will work with staff to develop a planned project that targets the Village’s project needs, considers resident impacts and minimize Village costs.

The funding for this project design will pull from the remaining Street Bond balances that were issued in 2020.

ORDINANCE 2022- _____**AN ORDINANCE AUTHORIZING A DESIGN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.**

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to enter into a Design Engineering Agreement with Gewalt Hamilton Associates, Inc. for storm sewer and street improvements in the Northwood Subdivision subject to final review and approval by the Village Attorney,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into a Design Engineering Agreement with Gewalt Hamilton Associates, Inc. for storm sewer and street improvements in the Northwood Subdivision at a price not to exceed \$459,000.00, subject to final review and approval by the Village Attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: GHA Ordinance (O-2022-37 : Gewalt Stormwater & Street Design)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 21st day of March 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. FIRM.

A. Engagement of Firm. The Village desires to engage the Firm Identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive, Vernon Hills, Illinois, 60061
Leo Morand
847-478-9700
LMorand@gha-engineers.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is greater.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and shall endeavor to comply with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.
 625 Forest Edge Drive
 Vernon Hills, IL 60061
 Attn: Leo Morand
 Email: LMorand@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: _____

**Exhibit A.
("Services")**

Proposal documents

Attachment: Professional Service Contract Northwood Subdivision (O-2022-37 : Gewalt Stormwater & Street Design)

March 13, 2022

Mr. Kyle E Johnson, P.E., CFM
Assistant Director of Public Works
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Professional Surveying and Engineering Services
2023 Northwood Street & Utility Improvement Project
Village of Buffalo Grove
GHA Proposal No. 2022.M019

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the design engineering services for the above referenced project. Our firm is well qualified to perform this work and is eager to continue serving the Village of Buffalo Grove. At the request of the Village, we have included Engineering Resource Associates, Inc. (the Village's storm water modeling consultant) on our team to continue their work on this subject area and complete a Phase 1 Storm Water Study.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.
Director of Municipal Services
lmorand@gha-engineers.com

Encl.: GHA Proposal No. 2022.M019

Attachment: Professional Service Contract Northwood Subdivision (O-2022-37 : Gewalt Stormwater & Street Design)

Professional Surveying & Engineering Services
 2023 Northridge Street & Utility Improvement Project
 Village of Buffalo Grove
 GHA Proposal No. 2022.M019

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Village of Buffalo Grove (Client), 51 Raupp Blvd., Buffalo Grove, IL 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Buffalo Grove wishes to prepare construction documents for the 2023 Northwood Street & Utility Improvement Project. It is anticipated the project will be bid in late 2022. The estimated construction cost of the project, with contingency, is \$8,400,000. The project team consists of the Village of Buffalo Grove, Gewalt Hamilton Associates, Inc. (GHA), Engineering Resource Associates, Inc. (ERA), and BLA, Inc. (BLA). BLA is already under contract for their portion of the project. ERA will be a subconsultant to GHA. We are fully aware that this will be a team effort and are prepared to assist in the successful design and completion of the project.

ERA will be responsible for completing a Phase 1 storm water study of the area as outlined in the Stormwater Master Plan that they completed for the Village is 2021. GHA will then prepare final design and permitting for these storm water improvements.

GHA will also be responsible for the design and permitting of the curb replacement, ADA curb ramp improvements, roadway storm sewer improvements, and roadway reconstruction/resurfacing at the following locations and limits:

- Horatio Boulevard from Armstrong Drive to Pauline Avenue
- Buckthorn Terrace east and west of Horatio Boulevard
- Buckthorn Court from Buckthorn Terrace to cul-de-sac
- Armstrong Court from Armstrong Drive to cul-de-sac
- Lilac Lane from Armstrong Drive to Armstrong Drive
- Osage Terrace from Armstrong Drive to cul-de-sac
- Chicory Lane east and west of Osage Terrace
- Redbud Place from Chicory Lane to Osage Terrace

BLA will be responsible for the design and permitting of the curb replacement, ADA curb ramp improvements, minor storm sewer improvements, and roadway reconstruction/resurfacing at the following locations and limits:

- Pauline Drive from Raymond Road to Carman Avenue
- Raphael Drive from Pauline Avenue to Carmen Avenue
- Carmen Avenue from Pauline Avenue to Raphael Avenue

II. Scope of Services

The scope of services is based upon our knowledge of the Village, our review of the information furnished to us, and our extensive experience in preparing contract documents for water main improvement projects.

A. Existing Conditions and Topographic Survey

GHA is already under contract to complete existing conditions and topographic survey of the roadway segments listed above. It is anticipated that additional areas will need to be surveyed once ERA completes their Phase 1 Storm Water Study. Once the overall scope of work is identified, we will submit a proposal to the Village for any additional survey work that is necessary.

B. Phase 1 Storm Water Study

ERA will complete a Phase 1 storm water study of the subject area as identified in their Stormwater Master Plan completed for the Village in 2021. ERA will provide services to include the following:

1. ERA will work with the Village and GHA to develop a base plan using available GIS mapping and existing conditions survey.
2. ERA will prepare an existing conditions XPSWMM 2D model for the Ridgewood Pond and Northwood Park area as described in the Stormwater Master Plan. This will be a comprehensive model of the sewer network to analyze all three flood prone areas as identified in the master plan in a single model. The XPSWMM 2D models will verify storm sewer surcharge locations and depth, duration, and frequency of flooding in the identified areas. A critical duration analysis (including the 24-hour event) will be performed for the 2-, 5-, 10-, 25-, 100-year storm events that will provide a detailed understanding of the storm system deficiencies.
3. ERA will review and compare the existing conditions XPSWMM results to that of experienced flooding. ERA will then calibrate the existing model to mimic real life flood conditions. The calibrated model will be used to evaluate several alternatives.
4. ERA will update the master plan exhibits with more detailed and accurate flooding.
5. ERA will evaluate potential alternatives that have been identified in the Stormwater Master Plan. Working closely with Village and GHA staff ERA will evaluate alternatives and combinations of alternatives using the XPSWMM 2D modeling.
6. Cost estimates will be prepared for each of the identified alternatives. The analysis will consider future maintenance costs, private property restoration, property acquisition, easement acquisition, infrastructure costs, construction access, etc.
7. ERA will develop proposed conditions exhibits for the alternatives that appear to be cost effective. The exhibits will be constructed to show proposed flooding graphically using similar color bands as the existing conditions exhibits for ease of comparison.
8. ERA will prepare a short summary report. It is anticipated that the report will be written as an executive summary with summary tables, costs, and flood exhibits providing most of the information.
9. ERA will perform final design verification modeling. The purpose of this task is to verify that GHA's final design of stormwater improvements continue to meet the goals of the recommended improvements identified. In this task ERA will utilize the proposed conditions

XPSWMM modeling and GHA design plans to verify that final design revisions to the storm sewers and/or detention facilities continue to meet the goals of the improvements. This task may include storm sewer revisions due to utility conflicts, detention revisions due to Park District requests, final design cost saving ideas, etc. ERA will coordinate consistently with GHA and Buffalo Grove on design questions that may impact stormwater performance.

C. Wetland Consulting

This project appears to have two separate bodies of water (Northwood Park and Ridgewood Pond) which need to be delineated to determine jurisdiction for permitting purposes. GHA will provide wetland consulting services to include the following:

1. GHA will delineate all Waters of the U.S. (WOUS), including wetlands, in conformance with Local and County ordinances and U.S. Army Corps of Engineers;
2. GHA will review aerial photos of site, both current and historic; review of USGS topographic map; review of National Wetland Inventory map; review of Cook County Soil Survey; review of FEMA map;
3. GHA will perform an on-site investigation; analysis and documentation of the existing vegetation, hydrology, and soil; flagging of WOUS and/or wetland boundaries at approximately 15-foot intervals (and location via handheld GPS unit);
4. GHA will prepare a Wetland Delineation Report summarizing the findings. GHA will submit one PDF copy of the report to the Client and advise Client of future permits that may be needed for development of the property.
5. Once jurisdiction of the waters and wetlands have been determined, GHA will assist with the necessary permitting should the proposed improvements encroach on these areas.

D. Final Engineering Design & Permitting Phase

Upon notice to proceed, GHA will provide the following services:

1. Meet with Village Staff to discuss the project. We anticipate up to eight (8) meetings with Village staff throughout the design process. We have based our level of compensation on this number of meetings. Additional meetings requested by the Village will be billed as an additional service.
2. Preparation of final engineering plans to include a Title Sheet, Plans, General Notes and Details for Construction.
3. Preparation of project notes and contract specific directions for road improvements, including traffic control, working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information.
4. Preparation of a Storm Water Pollution Prevention Plan and NPDES Construction Site Activities permit application.
5. Preparation of an Engineer's Opinion of Probable Cost based on the completed final engineering plans and specifications.
6. Preparation of complete bid packages for distribution to contractors and the Village.
7. Respond to bidding questions and issue addenda as necessary.

8. Attend the bid opening, prepare a summary of the received bids, and make a recommendation for award of the contract.

E. Deliverables

The following will be delivered to the Village upon completion of the project:

1. Digital and paper copies of work performed by GHA.
2. Two copies of all engineering plan sets.
3. Bid specifications.

III. Additional Services, and Services not Included

We are prepared and would be pleased to provide additional assistance outside the scope described. These services may be provided at the request of the Village as an additional service.

1. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those noted in the scope. Attendance at public hearings.
2. Performing surveying, mapping, plat and topographic work, including investigation of underground utilities and physical location of them.
3. Clean Construction or Demolition Debris (CCDD) testing, analysis, and certification.
4. Coordinating relocation of non-Village owned utilities.
5. Construction staking or any construction phase services.
6. Review fees or utility locate fees.

IV. Engineering Staff

Mr. Leo X. Morand, P.E. will function as the Project Manager. Additional professional and technical staff will provide support as needed.

V. Compensation for Services

Since a final scope of work still needs to be determined for the overall project, we have based our fee on the estimated construction cost (with contingency) of \$8,400,000 less the work that BLA is responsible for. GHA proposes to invoice the Village of Buffalo Grove on a not-to-exceed (NTE) fee (except as noted) as follows:

Service	NTE Fee
Phase 1 Stormwater (allowance)	\$40,000.00
Wetland Consulting and Final Engineering Design & Permitting Phase	\$414,000.00
Estimated Reimbursable Expenses	\$5,000.00
NTE Fee + Reimbursables	\$459,000.00

Reimbursable expenses, including items such as printing, messenger service, mileage etc., will be billed to the Client without markup. Invoices will be submitted monthly and will detail services performed.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.

Director of Municipal Services

Village of Buffalo Grove

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name: XXXXXXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXXXXXXXX

Encl.: Attachment A
Hourly Rates

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonable and performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time and in the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The terms and conditions of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultant contractors and subcontractors, without independently verifying that information.

4. Payment. The Client shall make payments pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from the reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for an act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretation of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completion of its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locations, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction cost estimates.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not

responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contamination or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 240.00
CIVIL ENGINEER VI	\$ 205.00
CIVIL ENGINEER V	\$ 201.00
CIVIL ENGINEER IV	\$ 199.00
CIVIL ENGINEER III	\$ 178.00
CIVIL ENGINEER II	\$ 167.00
CIVIL ENGINEER I	\$ 146.00
LAND SURVEYOR IV	\$ 171.00
LAND SURVEYOR III	\$ 147.00
LAND SURVEYOR II	\$ 143.00
LAND SURVEYOR I	\$ 134.00
GIS PROFESSIONAL III	\$ 178.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 145.00
ENVIRONMENTAL CONS. II	\$ 151.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 199.00
ENGINEERING TECHNICIAN IV	\$ 151.00
ENGINEERING TECHNICIAN III	\$ 138.00
ENGINEERING TECHNICIAN II	\$ 121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

Exhibit C. Insurance

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) 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 Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



**Ordinance No. O-2022-38 : Network Infrastructure Improvements
Phase II**

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board Authorize the Village Manager to purchase network equipment and support services in an amount not to exceed \$246,716.10 from Paragon Micro.

ATTACHMENTS:

- Memo - Network Improvements Phase II (DOCX)
- Quote_Q3365511_Village Hall (PDF)
- Quote_Q3365518_Police (PDF)
- Paragon Network Purchase Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 21, 2022

VILLAGE OF BUFFALO GROVE



DATE: March 14, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

RE: Network Infrastructure Phase II

Recommendation.

Staff recommends the Village Board Authorize the Village Manager to purchase network equipment and support services in a not to exceed amount of \$246,716.10 from Paragon Micro.

Background Information

Due to extraordinary lead times between ordering and receiving equipment caused by supply chain challenges, staff is eager to place an order for the next phase in this project. To complete the next phase in a timely fashion, staff is back before the Village Board seeking authorization to purchase the equipment required for Phase II of the Network Improvements.

Due to lengthy lead-times to obtain new equipment and the upcoming regulatory requirements regarding body cameras for the Police Department it is imperative that the networking equipment required to complete Phase II be ordered as soon as possible. With lead-times of 6-9 months it is likely that some or all of the equipment that is part of this order will not arrive until the end of the year. Programming and installation of the new network equipment would likely not take place until the first quarter of 2023. This will complicate the selection process of the body camera provider which may also have long lead-times. As noted below the current networking equipment at the police department is past end of life and end of support and it will not support the requirements of any bandwidth intensive application.

The Network Infrastructure Phase II "Village Hall and Police," upgrade consists of replacing critical network switches and firewalls which impact network services at Village Hall and the Police Department. The setup and programming of these appliances directs, manages, and secures the data and network traffic routing for devices on the Village network. Subsequent phases of the Village network improvements will focus on Fire, Golf, and Public Works departments. Upgrades are targeting equipment at or past End of Life (EOL) and End of Support (EOS) with the goal of increasing performance, manageability, and security.

Village Hall –upgrade of all VH edge switch infrastructure and network connectivity including vLAN management to improve performance and security.

Police Department – full upgrade of all PD switch infrastructure and network connectivity vLAN management to improve performance and security.

Network and appliance upgrades will be deployed as the required equipment arrives and is configured. Standardization of switch models allows greater flexibility in how and where the switches can be deployed in support of critical network priorities. Hardware upgrades will be supported by improvements in network cabling and fiber/cable internet connections with improved speeds and reliability.

The equipment purchased as part of this upgrade is expected to have a lifetime of up to 10 years and as such staff is recommending that a reserve be created to fund future replacements.

Staff sought out pricing for the equipment and received the attached response. While the Village was able to obtain only one price, largely due to a practice in the IT equipment industry call "deal registration". Many of the major manufactures have a system by where the first supplier to contact them and register the sale of equipment, to a particular end user, receives a significant discount. This makes receiving complete quotes extremely difficult, as once the deal has been registered competing suppliers often will not respond to the request for quotes as they know they cannot compete.

Staff did attempt to negotiate the best price possible by working with both the supplier and our Cisco sales representative. The pricing shown reflects a 72% discount off list price for equipment and 25% discount off list for Cisco Support Services. As a point of reference Buffalo Grove typically enjoys 65%-68% discount on equipment and 20%-23% on Cisco Support Services.

Cisco has informed staff that they will be increasing prices due to inflation effective at the end of this month.

The Village's IT service provider InterDev will perform much of the work involved in programming and installing the above listed equipment.

Paragon Micro Inc.

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

**Quote**

Q3365511

Date: 3/7/2022
Expires: 4/6/2022

Sales Rep

Russo, Jeff
847-719-8417
jrusso@paragonmicro.com

Customer Contact

Contact: Robinson, Brett
Account: VO29733
PO#:
Phone: 847-459-2525
Email: bgfinance@vbg.org

Bill To:

Village of Buffalo Grove
Accounts Payable
50 Raupp Blvd.
Buffalo Grove IL 60089

Ship To:

Village of Buffalo Grove
Brett Robinson
50 Raupp Blvd.
Buffalo Grove IL 60089

Quote Name

VH: Cisco 9300L/DNA/3Yr/Stack (16)

Terms

Net 30

Cost Center**External Notes**

Qty	MPN	Description	Notes	Unit Price	Total
16	C9300L-48PF-4 X-E	Cisco Catalyst 9300L - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (890 W) - with 1 year Network Essentials		3,279.99	52,479.84
16	C9300L-DNA-E-48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports		399.99	6,399.84
16	CON-SNT-C9300PFE	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - 3Yr		1,689.99	27,039.84
16	C9300L-STAC...KIT=	Cisco - Network stacking module (pack of 2) - for Catalyst 9300L		471.99	7,551.84
16	PWR-C1-1100 WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt		619.99	9,919.84
				Subtotal	103,391.20
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				Total	\$103,391.20

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Attachment: Quote_Q3365511_Village Hall (O-2022-38 : Network Infrastructure Improvements Phase II)

Paragon Micro Inc.

PO Box 775695
Chicago IL 60677-5695



DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Quote**Q3365518**

Date: 3/7/2022
Expires: 4/6/2022

Sales Rep
Russo, Jeff
847-719-8417
jrusso@paragonmicro.com

Bill To:

Village of Buffalo Grove
Accounts Payable
50 Raupp Blvd.
Buffalo Grove IL 60089

Ship To:

Village of Buffalo Grove
Brett Robinson
50 Raupp Blvd.
Buffalo Grove IL 60089

Customer Contact

Contact: Robinson, Brett
Account: VO29733
PO#:
Phone: 847-459-2525
Email: bgfinance@vbg.org

Quote Name PD: Fortinet FG201F/3Yr / Cisco Nexus 3548XL/3Yr/NX-OS/C9300L/DNA/3Yr/Stack/8200L/D... **Terms** Net 30 **Cost Center**

External Notes

Qty	MPN	Description	Notes	Unit Price	Total
2	FG-201F-BDL-950-36	Fortinet FortiGate 201F - Security appliance - with 3 years FortiCare 24X7 Comprehensive Support + 3 years FortiGuard - GigE - 1U - rack-mountable		11,499.99	22,999.98
2	N3K-C3548P-XL	Cisco Nexus 3548 - Switch - L3 - managed - 48 x 1 Gigabit / 10 Gigabit SFP+ - back to front airflow - rack-mountable		8,949.99	17,899.98
2	CON-SNT-3548PXL	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - 3Yr		2,784.99	5,569.98
2	N3548-LAN1K9	Cisco NX-OS Layer 3 Enterprise Services - License - 1 license		2,929.99	5,859.98
2	CON-ECMU-N35481LA	Cisco SMARTnet Software Support Service - technical support - for N3548-LAN1K9, N3548-LAN1K9= - 3Yr		1,879.99	3,759.98
12	C9300L-48PF-4X-E	Cisco Catalyst 9300L - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (890 W) - with 1 year Network Essentials		3,279.99	39,359.88
12	C9300L-DNA-E-48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports		399.99	4,799.88
12	CON-SNT-C9300PFE	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - 3Yr		1,689.99	20,279.88
12	C9300L-STAC-KIT=	Cisco - Network stacking module (pack of 2) - for Catalyst 9300L		471.99	5,663.88
12	PWR-C1-1100WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt		619.99	7,439.88
2	C8200L-1N-4T	Cisco Catalyst 8200L-1N-4T - Router - GigE - rack-mountable		644.99	1,289.98
2	New SKU Required - Software, Service & Support	Cisco Smart Net Total Care - Extended Service - Service - 8 x 5 Next Business Day - Exchange - Parts CATALYST 8200L WITH 1NIM SLOT - 3Yr		799.99	1,599.98
2	DNA-P-T0-E-3Y	Cisco Digital Network Architecture Essentials - On-Premise subscription (3 years) - 30 Mbps aggregated throughput, up to 15 Mbps - 3Yr		399.99	799.98
2	SVS-CDNA-T0-E3Y	Cisco Solution Support - Technical support - for DNA-C-T0-E-3Y - Cloud License - for Cisco DNA Essentials - phone consulting - 3 years - 24x7		174.99	349.98
6	FN-TRAN-SFP+LR-ACC	Accortec Fortinet® FN-TRAN-SFP+LR Compatible TAA Compliant 10GBase-LR SFP+ Transceiver (SMF, 1310nm, 10km, LC, DOM)		138.99	833.94
10	SFP-10G-LR-ACC	Accortec TAA Compliant Cisco SFP-10G-LR Compatible 10GBase-LRM SFP+ Transceiver (MMF, 1310nm, 220m, LC, DOM)		244.99	2,449.90
16	GLC-EX-SMD-ACC	ACCORTEC 1000BASE-LX SFP, 1310NM, 40KM, SMF WITH DDM, 100% CISCO COMPATIBLE (EXTENDED TEMP) - TAA Compliant		147.99	2,367.84

Attachment: Quote_Q3365518_Police (O-2022-38 : Network Infrastructure Improvements Phase II)

Paragon Micro Inc.

PO Box 775695
Chicago IL 60677-5695

**Quote****Q3365518**

Date:
3/7/2022

Expires:
4/6/2022

Qty	MPN	Description	Notes	Unit Price	Total
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	Subtotal	143,324.90
Shipping Cost (FedEx Ground® (2-5 Business Days))		0.00
	Total	\$143,324.90

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

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Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Attachment: Quote_Q3365518_Police (O-2022-38 : Network Infrastructure Improvements Phase II)

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OR NETWORK EQUIPMENT.**

WHEREAS, the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village of Buffalo Grove requires upgraded network equipment to provide modern computer and phone services for all departments; and

WHEREAS, the Village procured multiple prices for the required equipment; and

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to purchase network equipment from Paragon Micro in an amount not to exceed \$246,716.10.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Information Item : Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Trustee Liaison

Sussman

Staff Contact

Chris Stilling, Community Development

Monday, March 21, 2022	
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Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

Executive Session - Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Trustee Liaison

Ms. Sirabian

Staff Contact

Chris Stilling, Community Development

Monday, March 21, 2022	
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