

ORDINANCE 2020 - 020

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (GHA)

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. (GHA) for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022,

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 an Engineering Agreement with Gewalt Hamilton Associates, Inc. (GHA) for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022 at a price not to exceed \$3,230,900.00.

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: 6 - Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYES: 0 - None

ABSENT: 0 - None

PASSED: February 18, 2020

APPROVED: February 18, 2020


Beverly Sussman, Village President

ATTEST:


Janet M. Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 18th day of February 2020 ("**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:

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: 02-20-2020

Firm

By:  _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: February 18, 2020

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

Proposal documents

February 5, 2020
Updated February 7, 2020

Mr. Kyle E Johnson, P.E.
Civil Engineer II
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Re: Professional Surveying, Engineering, and Resident Engineering Services
2020 -2022 Capital Improvement Projects
Village of Buffalo Grove
GHA Proposal No. 2020.M001

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the surveying and design engineering, resident engineering, and construction staking 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. We understand the significance of this program and look forward to being part of the team to deliver these projects to the residents of Buffalo Grove.

The 2020-2022 Capital Improvement Projects that GHA has been asked to assist with include:

- Saxon/Downing Project (2020)
- Green Knolls/Gail Project (2020)
- Melinda/Hiwatha Project (2020)
- Hidden Lake Drive (2020)
- Northwood at Buffalo Grove Project (2021)
- Forest/Glendale Project (2022)
- Golfview Project (2022)
- Various MFT Improvements (2020-2022)

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.
Assistant Director of Municipal Services
lmorand@gha-engineers.com

Encl.: GHA Proposal No. 2020.M001

Professional Surveying, Engineering, and Resident
Engineering Services
2020 – 2022 CIP Program
Village of Buffalo Grove
GHA Proposal No. 2020.M001

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 conduct various Capital Improvement Projects between 2020 and 2021 consisting of work at various locations within the Village, as follow:

1. Saxon/Downing Project – 2020 – 4,900 Linear Feet
 - a. The Saxon/Downing Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction. This effort is already being provided under a separate contract.
 - b. A conventional existing condition survey of the project limits is already being provided under a separate contract.
 - c. A Cook County permit will be necessary for work within the Buffalo Grove Road right of way.
 - d. An Illinois Department of Transportation permit will be necessary for work within the Dundee Road right of way.
 - e. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - f. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - g. Resident Engineering and Construction Staking services will be provided on this project.
2. Green Knolls/Gail Project – 2020 – 4,550 Linear Feet
 - a. The Green Knolls/Gail Project will most likely include replacement of all road base, pavement and curb. Select improvements to include storm sewer and sidewalk. Full engineering plans and specifications will be developed for bidding and construction. This effort is already being provided under a separate contract.
 - b. A conventional existing condition survey of the project limits is already being provided under a separate contract.

- c. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 3. Melinda/Hiawatha Project – 2020 – 4,225 Linear Feet
 - a. The Melinda/Hiawatha Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will also be necessary.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - e. Resident Engineering and Construction Staking services will be provided on this project.
- 4. Hidden Lake Drive Project – 2020 – 2,150 Linear Feet
 - a. The Hidden Lake Project will most likely include pavement patching and select curb and sidewalk replacement. Full quantities and specifications will be developed for bidding and construction.
 - b. Resident Engineering and Construction Staking services will be provided on this project.
- 5. Northwood at Buffalo Grove Project – 2021 – 5,900 Linear Feet
 - a. The Northwood at Buffalo Grove Project will most likely include replacement of all pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary.
 - c. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 6. Forest/Glendale Project – 2022 – 8,175 Linear Feet
 - a. The Forest/Glendale Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.

- e. Resident Engineering and Construction Staking services will be provided on this project.
7. Golfview Project – 2022 – 2,300 Linear Feet
- a. The Golfview Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary
 - c. A Cook County permit will be necessary for work within the Buffalo Grove Road right of way.
 - d. An Illinois Department of Transportation permit will be necessary for work within the Dundee Road right of way.
 - e. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - f. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - g. Resident Engineering and Construction Staking services will be provided on this project.
8. Various MFT Improvements (2020-2022)
- a. The Various MFT Improvements are anticipated to include projects such as pavement patching, pavement markings, cracksealing, sidewalk patching, etc. using MFT funds. It is anticipated that the Village will budget roughly \$750,000 of MFT funds each year to use on these projects. Full bid documents including specifications and quantities will be developed for bidding and construction. We note that the 2020 MFT program is being completed for the most part under a separate contract.
 - b. Resident Engineering and Construction Staking services will be provided on this project.

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 shall provide an existing condition and topographic survey of the right-of-way (ROW). GHA will obtain benchmark data (NAVD 88) from the Village of Buffalo Grove, Lake/Cook County, or the USGS. All spot grades and contours will be referenced to NAVD88 Elevations. Our cost presumes a suitable benchmark will be located within 1,000' of the site. GHA's services for the survey will include:

1. Detailed schedule of the survey control with X, Y, and Z coordinates.
2. Locate all topographic features within the various project limits. This data will include curbs (including type of curb), pavements, driveways, sidewalks, visible property monuments, ROW line monuments and all visible utilities. The project limits will extend 25' beyond each leg of the

intersecting streets. Each driveway will be surveyed with elevations provided to 10' past the sidewalk or ROW, wherever possible.

3. Location, size (diameter), direction of flow, pipe material type, rim and invert elevations of water, sanitary and storm utilities existing within the ROW, as evidenced by onsite observation. Confined space entry is not included in this scope of work.
4. Elevations will be obtained at all surveyed points. The cross-section data will include the back of sidewalk, street edge of sidewalk, top of curb, curb flow line, and centerline of pavement. Elevations will be obtained at each manhole, catch basin, and valve vault rim. At intersections, the flow line elevations for all curb returns, grade breaks, and locations 25', 50', and 100' distant will also be obtained.
5. Locate existing tree and brush lines in the ROW. Trees 6" in diameter or greater will be individually located (tagging and identification are not included).
6. Contact Joint Utility Location Information for Excavators (JULIE) to obtain copies of atlas maps identifying public utility information that may be located within the project area. This work does not include contacting JULIE for a field locate.
7. Establish the Village ROW and property lines within the limits of the survey work.

B. Final Engineering Design Phase

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

1. Meet with Village Staff to discuss the project. We anticipate up to four (4) meetings with Village staff throughout the design process of each project. 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 submittal to the various permitting agencies noted in the Project Understanding.
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.

C. Resident Engineering Services

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

2. Preconstruction Meeting and Coordination

- a. Prepare an agenda and lead the preconstruction meeting.
 - b. Provide meeting minutes to all attendees.
 - c. Review shop drawings (with Village input), schedule, subcontractors and all other preliminary information before starting work.
 - d. Curb patches will not be laid out on the plans, it is expected the construction engineer will select these areas.
 - e. ADA corners will only be designed at controlled stops. It is expected the construction engineer will determine the limits of removal and design the modifications in the field to ensure current compliance with current rules and regulations.
3. Construction Observation and Documentation
- a. Full-time construction observation. The Village does not allow for Saturday work unless it creates an overall benefit to the residents. If it is permitted, then one full day is removed from the completion date.
 - b. Conduct weekly progress meetings and supply all attendees with meeting minutes.
 - c. Ensure all materials and procedures are in conformance with the contract, plans and specifications.
 - d. Maintain IDOT inspection rates.
 - e. Create a photo log of the construction process.
 - f. Communicate with all residents about their project related concerns.
 - g. Maintain daily documentation in accordance with IDOT's documentation of contract quantities and complete weekly reports for the contractor's and Village's use.
 - h. Create and agree to pay estimates with the contractor, and then provide recommendations to the Village.
 - i. If a field change or authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions. In addition, our detailed documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
 - j. Other various tasks as needed to complete the project work.
 - k. After the contractor has submitted notice of final completion in writing of the project the Village will walk the site with the contractor to assemble a punch list. The construction engineer will need to be present for this walk through and all of the contractor's effort in completing the punch list work. The Village will then complete the final walk through when all of the punch list work is complete. As the extent of punch list work is unknown at this time please use 160 hours of construction engineer time and 12 hours of project manager for this portion of the work.
 - l. As a representative or liaison of the Village of Buffalo Grove, GHA staff understands the importance of our interface with the public, and will conduct all dealings with public

officials, business owners, residents, and the traveling public with professionalism and courtesy.

4. Asset Management Documentation

We understand the Village will provide iPads with Cartegraph apps already loaded in order for us to document the necessary assets during construction. We will perform the following tasks:

- a. Pavement Patching Projects – Each patch to be recorded against the asset as an individual task. The size of patch to be noted. No pictures will be necessary.
- b. Sidewalk Patching – Take a picture before and after the work. Add a task for the replacement and show the length and width.
- c. Drainage Repair Projects – All projects will already be logged in Cartegraph. Each repair task will need to document with pictures the before condition, the after condition, and what is below surface.
- d. Street & Utility Projects – The desire is to focus on items that will be buried or have some special circumstance. Items to document will include water service connections, storm/sanitary manhole connections, fire hydrants, sewer point repairs, and if available any field adjustments to utilities. It is understood that pictures of each of these items may not be available to be added to each item in cartegraph.

5. Documentation Closeout

- a. Review contractor submitted as-built drawings.
- b. Agree to final quantities with the contractor.
- c. Complete a road by road cost breakdown, details to be supplied by the Village. .

D. Construction Staking Services

We will provide all necessary construction staking for the selected Contractor to construct the improvements. This will include marking curb, sidewalk, and pavement for patching and/or installing stakes to determine line and grade of improvements.

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

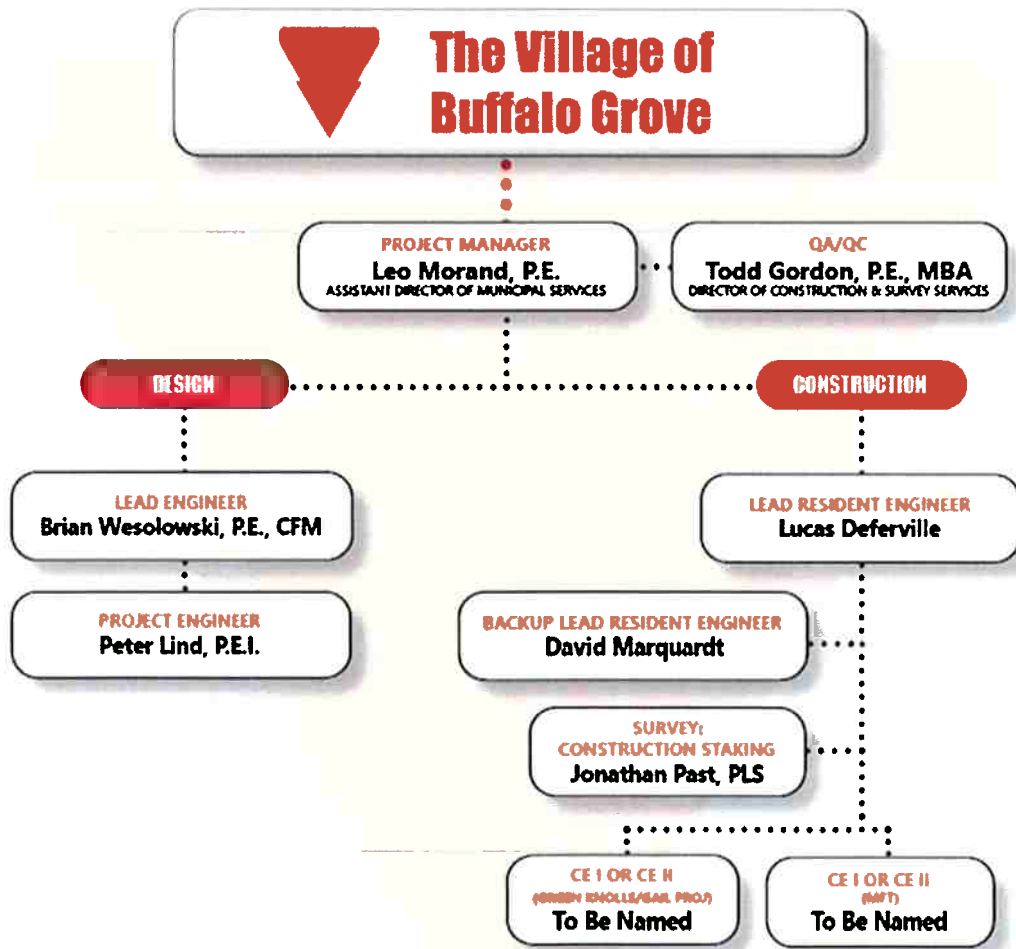
We are prepared and would be pleased to provide additional assistance outside the scope described. These services may be provided at the request of the Village as an additional service.

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. Preparation of multiple bid set plans or phased plans.
6. Review fees or utility locate fees.

IV. Engineering Staff

Mr. Leo X. Morand, P.E. will function as the Project Manager. Mr. Brian J. Wesolowski, PE will function as the Lead Project Engineer. Mr. Lucas J. Deferville will function as the Lead Resident Engineer. Additional professional and technical staff will provide support as needed. See organization chart below for more information. Resumes of key individuals on our team are attached at the end of this proposal.



V. Compensation for Services

Based upon the scope of services noted above, GHA proposes to invoice (using the attached hourly rates) the Village of Buffalo Grove on a not-to-exceed (NTE) fee as shown below.

1. Saxon/Downing Project		
Resident Engineering / Construction Staking		\$272,000.00
1. Saxon/Downing Subtotal		\$272,000.00
2. Green Knolls/Gail Project		
Resident Engineering / Construction Staking		\$255,000.00
2. Green Knolls/Gail Subtotal		\$255,000.00
3. Melinda/Hiawatha Project		
Existing Conditions Survey		\$27,000.00
Final Engineering		\$162,400.00
Resident Engineering / Construction Staking		\$255,000.00
3. Melinda/Hiawatha Subtotal		\$444,400.00
4. Hidden Lake Project		
Final Engineering		\$12,000.00
Resident Engineering / Construction Staking		\$25,000.00
4. Hidden Lake Subtotal		\$37,000.00
5. 2020 MFT Projects		
Final Engineering		\$4,000.00
Resident Engineering / Construction Staking		\$85,500.00
5. 2020 MFT Subtotal		\$89,500.00
6. Northwood at Buffalo Grove Project		
Existing Conditions Survey		\$37,000.00
Final Engineering		\$197,000.00
Resident Engineering / Construction Staking		\$338,000.00
6. Northwood at Buffalo Grove Subtotal		\$572,000.00
7. 2021 MFT Projects		
Final Engineering		\$18,000.00
Resident Engineering / Construction Staking		\$90,000.00
7. 2021 MFT Subtotal		\$108,000.00
8. Forest/Glendale Project		
Existing Conditions Survey		\$50,000.00
Final Engineering		\$321,600.00
Resident Engineering / Construction Staking		\$544,700.00
8. Forest/Glendale Subtotal		\$916,300.00
9. Golfview Project		
Existing Conditions Survey		\$15,000.00
Final Engineering		\$141,300.00
Resident Engineering / Construction Staking		\$204,400.00
9. Forest/Glendale Subtotal		\$360,700.00
10. 2022 MFT Projects		
Final Engineering		\$19,000.00
Resident Engineering / Construction Staking		\$92,000.00
10. 2022 MFT Subtotal		\$111,000.00
TOTAL LABOR		\$3,165,900
REIMBURSABLE EXPENSES		\$65,000.00
TOTAL LABOR + REIMBURSABLES		\$3,230,900.00

Note: A detailed manhour estimate is attached at the end of this proposal.

Reimbursable expenses, including items such as printing, messenger service, daily vehicle charge, 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.

Village of Buffalo Grove

Leo X. Morand, P.E.
Associate / Senior Engineer

Name: _____

Title: _____

Date: _____

Encl.: Attachment A
Hourly Rates
Key Resumes
Manhour Estimate

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2020

The following rates will remain in effect until December 31, 2020, at which time they are subject to an annual increase:

PRINCIPAL	\$ 216.00
CIVIL ENGINEER VI	\$ 185.00
CIVIL ENGINEER V	\$ 182.00
CIVIL ENGINEER IV	\$ 180.00
CIVIL ENGINEER III	\$ 160.00
CIVIL ENGINEER II	\$ 150.00
CIVIL ENGINEER I	\$ 130.00
LAND SURVEYOR IV	\$ 152.00
LAND SURVEYOR III	\$ 132.00
LAND SURVEYOR II	\$ 128.00
LAND SURVEYOR I	\$ 120.00
GIS PROFESSIONAL III	\$ 160.00
GIS PROFESSIONAL II	\$ 140.00
GIS PROFESSIONAL I	\$ 130.00
ENVIRONMENTAL CONS. II	\$ 135.00
ENVIRONMENTAL CONS. I	\$ 125.00
ENGINEERING TECHNICIAN V	\$ 178.00
ENGINEERING TECHNICIAN IV	\$ 136.00
ENGINEERING TECHNICIAN III	\$ 124.00
ENGINEERING TECHNICIAN II	\$ 110.00
ENGINEERING TECHNICIAN I	\$ 82.00
ADMINISTRATIVE I	\$ 66.00

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



LEO X. MORAND, P.E.

Assistant Director of Municipal Services

Gewalt Hamilton Associates, Inc.

847-821-6229 | lmorand@gha-engineers.com

EXPERIENCE

Mr. Morand joined Gewalt Hamilton Associates, Inc. in 2001 as an intern. After receiving his degree in 2002, Mr. Morand became a full-time project engineer focusing primarily on municipal engineering, site design, construction engineering, and maintenance planning. Mr. Morand works directly for numerous government agencies.

Education

Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, 2002

Professional Registration

IL Licensed Professional Engineer No. 062-059505

Memberships

American Society of Civil Engineers

American Public Works Association

American Water Works Association

National and Illinois Society of Professional Engineers

Annual Capital Improvement Projects, Village of Buffalo Grove

Since 2013, Mr. Morand has helped the Village establish long-range goals for water main, storm sewer and roadway budgets, and assists the Village in determining project limits as well as broad-scale scope for future capital improvement projects. Mr. Morand works with Village staff to develop budgets for Board approval, and also aids in determining funding sources, potential additional taxes/charges on current Village water bills. Projects typically include surveying, water main design, roadway design, roadway resurfacing, MFT funds, permitting, resident coordination, and Resident Engineering during construction. The combined value of work completed exceeds \$10 million.

Annual Capital Improvement Projects, Village of Barrington

Mr. Morand has completed many design projects for the Village since 2004 and has served as Project Manager for these programs since 2009. Work has included the design of over 25,000 linear feet of roadway reconstruction/rehabilitation with various utility improvements. The programs typically include new watermain, storm sewer upgrades, sanitary sewer replacements and storm and sanitary sewer spot repairs. The combined value of the seven programs is over \$15 million.

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Morand is the Project Manager for an approximately \$12 million infrastructure improvement project scheduled for 2017-2018 construction. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; new 60" storm sewer; and new 12"-30" sanitary sewer buried to depths between 5' and 33'. The project will address sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing sewer capacity. sanitary sewer spot repairs. GHA services include topographic surveying and design engineering services, and preparation of permit applications, bid documents, and specifications.

Utility Improvements

Mr. Morand has served as Project Manager and Project Engineer on reconstruction projects for school districts, park districts, municipalities, and hospitals. While a good portion of the work emphasizes new improvements, a majority of the design requires an in-depth understanding of the existing utility systems and determination of which portions need to be rerouted and which sections may be salvaged.



TODD P. GORDON, P.E., MBA

Director of Construction & Survey Services

Gewalt Hamilton Associates, Inc.

847-821-6218 | TGordon@GHA-Engineers.com

EXPERIENCE

Todd P. Gordon is a Registered Professional Engineer practicing for over 25 years as a Civil Engineer with emphasis on municipal engineering and roadway design. Prior to joining GHA, Mr. Gordon served as Assistant Director of Engineering for the Village of Gurnee.

Education

Bachelor of Science Civil Engineering, University of Wisconsin Platteville, 1990

Master of Business Administration, Keller Graduate School of Management, 1999

Professional Registration

Illinois Licensed Professional Engineer #062-050080

Memberships

National and Illinois Society of Professional Engineers

American Public Works Association – Chicago Metropolitan Chapter – Lake Branch (2005 President)

American Society of Civil Engineers

Construction Management

Construction engineer for a variety of roadway and infrastructure projects with responsibility for project layout, utilities, construction observation, contract administration and client/agency contact.

Municipal Engineering

Coordination between public and private sector projects, including reviewing engineering plans, subdivision plats, annexation and planned development agreements and permits. Project manager for capital funded improvements and motor fuel tax projects and assisted in the inspection of related projects during construction. Coordinated the planning, design and construction engineering of several municipal-level projects including street improvements, utility planning, lighting design, sanitary sewer, water main, stormwater management and long-term capital improvement planning.

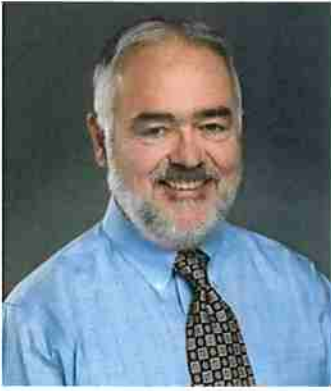
Grass Lake Road Pedestrian Underpass, Lindenhurst Park District

Mr. Gordon is the Project Manager for the Phase I, Phase II and Phase III for the creation of a new pedestrian underpass in the Village of Lindenhurst. The Lindenhurst Park District initiated the concept to connect Wetzel Field to the McDonald Woods Forest Preserve by creating a pedestrian passage under Grass Lake Road. This approximately \$2.5 million project was funded through an inter-governmental agreement with the Lake County Forest Preserve District, Lindenhurst Park District, Lake Villa Township and the Village of Lindenhurst. It also qualified for funding through the Safe Routes to School and CMAQ (Congestion Mitigation and Air Quality) programs. Mr. Gordon was responsible for the design, permitting through the Lake County Division of Transportation, project coordination, and construction management.

Washington Street & Cemetery Road Improvements, Village of Gurnee

Mr. Gordon was the Project Manager for the Phase II and Phase III Cemetery Road and Washington Street Reconstruction Project in the Village of Gurnee. The project construction cost was approximately \$6.5 million which included roadway reconstruction, drainage improvements, traffic signals, bicycle path and associated improvements for the Village of Gurnee, Warren Township, and Lake County Division of Transportation (LCDOT). This project was partially funded with American Recovery and Reinvestment Act (ARRA) Federal funds, with the local share contributions from the Village of Gurnee, Warren Township, and Lake County Division of Transportation.

An important component of Mr. Gordon's tasks for this project included the tracking of the project's funding sources and communicating each of the agencies' funding responsibilities.



JONATHAN F. PAST, PLS

Survey Group Manager

Gewalt Hamilton Associates, Inc.

847-821-6236 | jpast@gha-engineers.com

EXPERIENCE

Mr. Past is a Licensed Professional Surveyor with more than 35 years of industry experience in all types of surveys using a variety of technologies. As Manager of GHA's Survey Group, Mr. Past is responsible for scheduling and management of all survey staff, project procurement and pricing, QA/QC of completed work, and R&D for new innovations in land surveying.

Professional Registration

State of Illinois Licensed
Professional Land Surveyor
#035 003341

Memberships

Illinois Professional Land
Surveyors Association,
Northeast Chapter

National Society of
Professional Surveyors

Leadership

President, Illinois
Professional Land Surveyors
Association, Northeast
Chapter, 2016-2017

Boundary Surveys

Retraces and monument title lines for ALTA/ACSM/NSPS land title surveys, new subdivisions and existing parcels requiring a current survey, including legal descriptions and plat preparation. Also prepares legal descriptions and plats for roadway and easement dedications, roadway and easement vacations and tax division or annexation parcels.

Route Surveys

Transportation related experience involving control surveys by GPS and classical methods. Determines existing centerline alignments and existing right-of-way from field surveys and public records.

Engineering and Construction Surveys

Broad range of experience in small to very large private and public works projects involving settlement monitoring, roadway and site topographic surveys, centerline alignment surveys, and drainage and hydraulic surveys. Experience also includes construction layout and final as-built surveys. All experience has included residential, commercial and industrial development, along with railroads, quarries, roadways, bridges and airports.

Plats of Highway:

Preparation of Plat of Highways for State, County and/or Municipalities. Knowledge and expertise in Plat of Highway Standards, retracement of boundary, right of way, section lines as well as title commitment interpretation and preparation of legal descriptions for highway takes and easements acquisitions.

Control Surveys

Experience with all forms of plane and geodetic survey control for horizontal and vertical purposes. Includes control for photogrammetry, densification, and topographic and engineering surveys.



BRIAN J. WESOLOWSKI, P.E., CFM

Civil Engineer

Gewalt Hamilton Associates, Inc.

847-821-6235 | BWesolowski@GHA-Engineers.com

EXPERIENCE

Mr. Wesolowski is a civil engineer with six years of industry experience. As a student at Iowa State University, he began working as an intern at GHA in 2007, and joined the firm full-time following graduation in 2010. Mr. Wesolowski's work has been concentrated on municipal engineering and construction phase services. He works closely with clients to design capital improvements and coordinates with contractors to ensure quality work on a variety of projects. Mr. Wesolowski also assists with addressing issues that arise during construction.

Annual Road & Utility Improvements, Village of Buffalo Grove

Mr. Wesolowski has served as the Project Engineer for several annual infrastructure improvement projects. Totalling over \$7 million, the 2016 program was completed in multiple phases. Improvements included 4,100 ft of full-depth roadway reconstruction, 9.5 miles of roadway resurfacing and reconstruction, curb & gutter, ADA curb ramp upgrades, 3,500 ft of new 8" watermain, and new 24" storm sewer.

The 2017 Roadway Improvement Project included 2.5 miles of roadway resurfacing, full-depth removal and replacement, and curb & gutter spot repairs, and ADA sidewalk ramp upgrades. The 2017 Watermain Improvement Project consisted of installation of approximately 450' of 8" ductile iron pipe. The Linden Avenue Forcemain Replacement Project was a critical replacement of a portion of failing sanitary forcemain which required coordination with USEPA, IEPA, and LCSMC.

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Wesolowski served as the Design Engineer for an approximately \$12 million infrastructure improvement project that was completed during the 2018 construction season. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; new 60" storm sewer; and new 12"-30" sanitary sewer buried to depths between 5' and 33'.

The project will address sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing sewer capacity. sanitary sewer spot repairs. GHA services include topographic surveying and design engineering services, and preparation of permit applications, bid documents, and specifications.

Education

Bachelor of Science in Civil Engineering, Iowa State University, 2010

Professional Registration

State of Illinois Licensed Professional Engineer
062-066656

State of Wisconsin Licensed Professional Engineer
47170-6

State of Indiana Licensed Professional Engineer
#PE11900643

State of Michigan Licensed Professional Engineer
6201069390

State of Minnesota Licensed Professional Engineer # 57349

Certified Floodplain Manager
No. IL 16 00748

Memberships

American Society of Civil Engineers

American Public Works Association



PETER C. LIND, P.E.I.

Staff Engineer

Gewalt Hamilton Associates, Inc.

847-821-6271 | plind@gha-engineers.com

EXPERIENCE

Mr. Lind began his civil engineering career as an intern with GHA in 2011, and joined the firm full-time in January of 2015. His work has concentrated on design and construction engineering of infrastructure improvements for public sector clients, with specific emphasis on roadway and utility improvements.

Education

Bachelor of Science in
Civil and Environmental
Engineering, University
of Michigan, 2014

Professional Registration

State of Illinois Professional
Engineer Intern
#061-038561

Memberships

American Society of
Civil Engineers

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Lind was a Project Engineer for an approximately \$12 million infrastructure improvement project being constructed over two years, 2017 and 2018. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; 1,400' of 60" storm sewer; and over 5,000' of 12"-30" sanitary sewer buried to depths between 5' and 33'. The project addresses sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing both storm and sanitary sewer capacity. Permitting was required through the CN Railroad, IDOT, and the Village.

2016 Infrastructure Improvement Project, Village of Buffalo Grove

Mr. Lind served as the Design Engineer for Phase 1 of the project. Totaling over \$8 million, the project was completed in multiple phases and included:

- Phase 1 (\$2 million) – 3,500 lf full-depth roadway reconstruction; curb & gutter replacement, ADA curb ramps upgrades; existing watermain replacement with new 8" watermain; and existing storm sewer replacement with new 24" storm sewer.
- Phase 2 (\$1.8 million) – 5,600 lf full-depth roadway reconstruction; curb & gutter replacement; and ADA curb ramps upgrades.
- Phase 3 (\$4.5 million) – 9.5 miles of roadway resurfacing and reconstruction; spot removal/replacement of curb & gutter; and ADA curb ramps upgrades.

ADA Sidewalk Improvements, Various Locations

Mr. Lind has provided design engineering services for new ADA compliant sidewalk improvements at a variety of locations, including:

- Chase Bank, Waukesha, WI
- Lake Zurich CUSD 95
- Northwestern University, Evanston
- Village of Barrington
- Village of Deer Park
- Village of Long Grove



LUCAS J. DEFERVILLE

Senior Construction Engineer

Gewalt Hamilton Associates, Inc.

847-821-6201 | ldeferville@gha-engineers.com

EXPERIENCE

Lucas Deferville is a Senior Construction Engineer with over 15 years of experience in construction observation, documentation, material testing, construction layout and staging, and project administration. He has served as field engineer for a variety of municipal, state, and private sector projects with responsibility for construction observation and coordination with residents, business owners, and regulatory agencies.

Education

Bachelor of Science
Construction Management,
Western Illinois University,
2005

IDOT Pavement
Maintenance

IDOT MUTCD Training

IDOT ICORS &
MISTIC - 2009

Professional Registration

IDOT Documentation of
Contract Quantities
Certification #17-12335

IDOT Material Management
of Jobsite Certified

Certified Work Zone Safety
Specialist ISMA Certification
#ZZ_93901 3/21/09

CPR and First Aid Certified

Lake County Designated
Erosion Control Inspector

Memberships

American Society of
Civil Engineers

2018 Street and Utility Improvements, Village of Buffalo Grove

This project included 1 mile of water main replacement and reconstruction of nine roadway segments directly impacting 215 residences. Mr. Deferville provided resident engineering and contract administration services including, extensive resident and Village staff coordination, construction observation, quantity calculations and payment approval, construction layout, materials management, and construction progress updates. All documentation was provided in general conformance with IDOT construction documentation requirements.

North Avenue Improvements, Village(s) of Deerfield and Bannockburn

Mr. Deferville was the Resident Engineer for the \$2.5 million federally and locally funded improvements to North Avenue in the Village(s) of Deerfield and Bannockburn. Improvements included storm sewer, sanitary sewer system upgrades, water main, roadway widening and reconstruction, and parkway landscape enhancements. Mr. Deferville was responsible for construction observation in conformance with IDOT specifications and documentation, materials inspection management, and extensive resident coordination.

Capital Improvement Programs, Village of Northfield

Mr. Deferville has been the Resident Engineer for 12 watermain, sewer relief, bridge, and/or roadway improvement projects over the past several years. Projects consisted of, in general, over 4.5 miles of water main and sewer improvements, and 17 miles of various road maintenance programs utilizing local and MFT funding totaling over \$11 million. Mr. Deferville was responsible for all phases of contract administration, general layout, construction observation, documentation, material inspection management, and extensive resident and business coordination.

Capital Improvement Programs, Village of Riverwoods

Mr. Deferville continuously manages a diverse series of annual water, sewer relief, and roadway improvement projects with a combined value of over \$7 million utilizing local and Motor Fuel Tax funding. The projects typically include new water main, storm sewer upgrades, sanitary sewer improvements, roadway reconstruction or resurfacing, and private lot inspections. Mr. Deferville oversees all aspects of project administration including planning, bidding and construction phases within the community.



K. DAVID MARQUARDT

Assistant Director of Construction & Survey Services

Gewalt Hamilton Associates, Inc.

847-821-6263 | dmarquardt@gha-engineers.com

EXPERIENCE

K. David Marquardt is a Senior Construction Engineer with over 27 years of industry experience, with an emphasis on infrastructure improvements. As the Assistant Director of Construction and Survey, Mr. Marquardt is responsible for coordinating and scheduling projects with clients and other Divisions within the firm, and provides guidance and support to field staff. Mr. Marquardt has served as a field engineer for a variety of municipal and private sector projects with responsibility for managing all phases of the construction project. He is proficient in layout, construction observation, conformance with plans and specifications, schedule and budget adherence, material inspection management, and coordination between municipalities, residents, business owners, clients, and contractors. Prior to joining GHA, Mr. Marquardt worked for IDOT in the Bureau of Construction on complex utility, road, and bridge reconstruction projects.

Kensington Road Reconstruction Project, Village of Mount Prospect

As the Resident Engineer, Mr. Marquardt was responsible for construction supervision and documentation. This \$3.3 million construction project involved pavement realignment, roadway widening, and roadway reconstruction using full-depth HMA pavement. The project also included street lighting, traffic signal modernization, extensive storm sewer installation, and earthwork. A substantial amount of unsuitable and contaminated soils was removed from the project.

Capital Improvement Projects, Village of Skokie

Projects included watermain improvements, street lighting, and reconstruction of several streets in the Village's TIF District. Mr. Marquardt was responsible for general layout, construction observation, documentation, business interaction and coordination, and material inspection.

Capital Improvement Projects, City of Evanston

Mr. Marquardt has been the Resident Manager for six watermain, sewer relief, and street improvement projects over the past few years. These projects consisted of over 26,000 lineal feet of water main and relief sewer improvements, and various street resurfacings. Mr. Marquardt was responsible for general layout, construction observation, documentation, material inspection management, and extensive resident and business coordination.

Capital Improvement Projects, Village of Lincolnwood

Mr. Marquardt managed a series of annual water, sewer, and roadway programs with a combined value of over \$15 million. The projects typically included new water main, storm sewer upgrades, sanitary sewer improvements, and roadway reconstruction or resurfacing. Mr. Marquardt oversaw all aspects of the construction phase including general layout, documentation, and observation.

Education

Bachelor of Science in
Construction Management,
Illinois State University; 1990

IDOT Documentation of
Contract Quantities
Certification #13 0427

IDOT Construction Material
Inspection Documentation

Union Pacific/CN Railroad
Workplace Safety Training

IDOT MUTCD Training

IDOT ICORS Training

IDOT MISTIC Training

Certified Work Zone Safety
Specialist ISMA Certification
#ZZ_93908

Certified Signs & Markings
Specialist I, ISMA Certification
No. DD_93908

CPR/AED & First Aid
Certification

Professional Registration

Lake County Designated
Erosion Control Inspector
(DECI)

Memberships

American Concrete Institute

ISMA Public Safety

	CE VI \$185	CE V \$182	CE IV \$180	CE III \$160	CE II \$150	CE I \$130	LS IV \$152	LS III \$132	LS II \$128	LS I \$120	ET V \$178	ET IV \$136	ET III \$124	ET II \$110	ET I \$82	AD I \$66	Total Hours	Fee
1 Saxon / Downing Project																		
Resident Engineering / Construction Staking	8	120	30	30	0	0	40	60	60	60	40	1300	0	0	400	8	2096	\$ 271,968
1. Project Subtotal	8	120	30	30	0	0	40	60	60	60	40	1300	0	0	400	8	2096	\$ 271,968
2 Green Knolls / Gail Project																		
Resident Engineering / Construction Staking	4	100	24	24	1110	0	40	80	80	80	24	30	0	0	320	8	1844	\$ 254,960
2. Project Subtotal	4	100	24	24	1110	0	40	80	80	80	24	30	0	0	320	8	1844	\$ 254,960
3 Melinda / Hawatha Project																		
Existing Conditions Survey	4						40		80	80					5	209	\$ 26,978	
Final Engineering	4	220	120	400	40	40					20	140		60	24	1028	\$ 162,364	
Resident Engineering / Construction Staking	6	110	30	30	0	40	80	80	80	80	24	1210		340	10	1960	\$ 254,942	
3. Project Subtotal	10	334	150	430	0	40	80	80	80	160	44	1350	0	60	340	39	3197	\$ 444,284
4 Hidden Lake Project																		
Final Engineering	4	8	10	10								40		8	4	84	\$ 11,956	
Resident Engineering / Construction Staking	2	20	4	4		112		8	0	0	4	22	0	8	4	180	\$ 24,954	
4. Project Subtotal	6	28	14	14	0	112	0	8	0	0	4	62	0	8	8	264	\$ 36,910	
5 2020 MFT Projects																		
Final Engineering	1	2	2									20			6	31	\$ 3,978	
Resident Engineering / Construction Staking	4	80	10	10	480			20			4	20		14	622	\$ 85,496		
5. Project Subtotal	4	81	12	12	0	480	0	20	0	0	4	40	0	0	20	653	\$ 89,474	
6 Northwood at Buffalo Grove Project																		
Existing Conditions Survey	8			8			40		100	50				100	18	324	\$ 37,004	
Final Engineering	8	250	160	420	100	60					40	80		40	34	1272	\$ 196,984	
Resident Engineering / Construction Staking	16	140	40	40	20	40	40	80	80	80	80	1630		400	24	2570	\$ 338,024	
6. Project Subtotal	24	398	200	468	120	60	80	80	100	130	100	1710	0	40	580	76	4166	\$ 572,012
7 2021 MFT Projects																		
Final Engineering	2	4	20	40								40			22	128	\$ 17,990	
Resident Engineering / Construction Staking	4	80	8	10							480			60	22	664	\$ 88,992	
7. Project Subtotal	6	84	28	50	0	0	0	0	0	0	0	520	0	60	44	792	\$ 107,982	
8 Forest / Glendale Project																		
Existing Conditions Survey	4	40		10			20	20	100	60				30	120	24	428	\$ 50,024
Final Engineering	12	300	200	750	120	400					40	100		80	40	2122	\$ 321,540	
Resident Engineering / Construction Staking	20	220	60	100	400	400	60	100	80	80	100	2350		610	50	4150	\$ 544,780	
8. Project Subtotal	36	560	260	860	120	800	80	20	200	140	140	2450	0	110	810	114	6700	\$ 916,344
9 Golfview Project																		
Existing Conditions Survey	2	10		8			10	50						30	14	124	\$ 14,974	
Final Engineering	4	200	100	380	60							100		24	30	898	\$ 141,288	
Resident Engineering / Construction Staking	4	90	20	28			20	80	80	80	30	940		260	22	1574	\$ 204,352	
9. Project Subtotal	10	300	120	416	0	60	30	130	0	80	30	1040	0	0	314	56	2596	\$ 360,614
10 2022 MFT Projects																		
Final Engineering	2	4	20	40								50			16	132	\$ 18,954	
Resident Engineering / Construction Staking	4	75	8	10							500			70	12	679	\$ 91,982	
10. Project Subtotal	6	79	28	50	0	0	0	0	0	0	0	550	0	70	28	811	\$ 110,916	
Total Labor																	8212	\$ 3,165,464
Reimbursable Expenses																		\$ 65,000
Total Labor + Reimbursables																		\$ 3,230,464

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.