

**VILLAGE OF BUFFALO GROVE  
PROFESSIONAL SERVICES AGREEMENT  
ENGINEERING SERVICES**

**THIS AGREEMENT** is dated as of the 2<sup>nd</sup> day of June, 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 Engineering Services and to perform the Services in connection with the project identified below:

Strand Associates, Inc.  
1170 South Houbolt Road  
Joliet, IL 60431  
Attn: Chris Ulm  
Phone: 815-744-4200  
Email: chris.ulm@strand.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 Services.
- 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 Services 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 highest 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 defend, 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 act, errors and omissions of performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this Agreement, 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.** 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 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 upon notification to Firm, 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 Services 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. The Village's reuse of any Documents for purposes other than intended by this Agreement shall be at the Village's sole risk and without liability to the Firm.
- N. **Controlling Language.** In the event of any conflict between any provision of this Professional Services Agreement and any provision of Exhibit A. the Professional Services Agreement shall control and prevail.

**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:

Strand Associates, Inc.  
1170 Houbolt Rd, Joliet, IL 60431  
Attn: Chris Ulm  
Email: chris.ulm@strand.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 Agreement, any reference in this Agreement 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 Agreement 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 Agreement, the Services 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 reasonable 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: 06/18/20

Firm

By:   
Title: Corporate Secretary

Date: 6/22/2020

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

Attach Scope of Services document



May 19, 2020

Mr. Michael Reynolds, Director of Public Works  
Village of Buffalo Grove  
51 Raupp Boulevard  
Buffalo Grove, IL 60089

Re: Engineering Services  
Risk and Resiliency Assessment and Emergency Response Plan

Dear Mr. Reynolds:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Buffalo Grove, Illinois, (Owner) for the Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP). Additionally, a Cybersecurity Improvements Plan is proposed to be incorporated into the RRA.

### **Scope of Services**

Proposed services can be described as follows.

#### RRA

1. Review existing reports and information provided by the Owner, including the following:
  - a. Vulnerability assessment and related updates
  - b. Capital improvements plans
  - c. ERPs
  - d. Crisis communications plans
  - e. Hazard-specific plans
  - f. Business continuity plan or continuity of operations plan
  - g. Information technology (IT) disaster recovery plan
  - h. Local hazard mitigation plan
  - i. Source water protection plan
  - j. Facility-specific plans
  - k. Contact information
  - l. Plans to address critical customers
  - m. Current water utility system information
  - n. Provisions for training and exercises
2. Conduct a one-day site visit that will involve a basic visual conditions assessment of the Owner's water supply, storage, and booster pumping facilities.
3. Conduct up to three remote workshops with the Owner to discuss the RRA and gather information about procedures and functions throughout the Owner's water system.

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Village of Buffalo Grove  
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4. Perform and submit an RRA in accordance with the America's Water Infrastructure Act (AWIA) of 2018 using American Water Works Association (AWWA) and United States Environmental Protection Agency (USEPA) SAFETY Act designated methods, including AWWA Standards J100, G430, and G440, as well as USEPA's VSAT webtool. The assessment will be based on four major facility types (water supply, pump stations, storage tanks, and distribution system) for up to five reasonable threats, as identified by the J100 standard.
5. Provide VSAT electronic files to the Owner for use in future recertifications. The Owner acknowledges that files are not intended to be suitable for use on the project unless completed by Strand and are not for reuse by the Owner or others on extensions of the project (or any other project) or for any other use or purpose without the written verification or adaptation by us. Any such reuse or modification(s) of files without the written verification or adaptation by Strand as appropriate for the specific purposes intended shall be at the Owner's sole risk and without liability or exposure to Strand.
6. Prepare a draft report summarizing the assessment, including potential improvements related to the RRA, with opinions of probable costs (OPCs), for review with the Owner. Incorporate comments as appropriate.
7. Prepare up to two final hard copies of the updated report for the Owner and a letter certifying the completion of AWIA of 2018 requirements.

#### Cybersecurity Improvements Plan

1. Review existing water system IT infrastructure and collect Owner-supplied data to prepare the AWWA Cybersecurity Tool Assessment.
2. Communicate with Owner's supervisory control and data acquisition (SCADA) system consultant to collect data on how the SCADA system has been developed and what cybersecurity measures are in place.
3. Develop a one-line diagram of Owner's water system IT infrastructure and review with Owner during one of the workshops listed above.
4. Review interconnections with Owner's IT staff for entering data into the AWWA Cybersecurity Tool.
5. Generate a report from the AWWA Cybersecurity Tool and review it with Owner.
6. Identify potential improvements currently in use by Owner and review options for improvements to Owner's water system IT infrastructure.
7. Review options for improvements based on the AWWA Cybersecurity Tool recommendations.
8. Prepare a draft Cybersecurity Improvements Plan including a list of potential improvements, opinions of probable cost, and potential implementation schedule. Review with Owner and incorporate as appropriate.
9. Incorporate final Cybersecurity Improvements Plan into RRA.

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### ERP

1. Conduct a gap analysis to identify plans and procedures to be included with the Owner's water utility ERP based on the available standards of practice specified by the AWWA and USEPA.
2. Identify ERP contents to be added in accordance with requirements of AWIA of 2018, based on AWWA Standards G430, G440, M19, and J100, as well as all hazards perspective.
3. Use information acquired from the RRA and gap analysis to identify plans and procedures to be included with the Owner's updated water utility ERP based on the available standards of practice specified by the AWWA and USEPA, as well as the results of the RRA.
4. Assist the Owner in preparing an ERP to incorporate the items above.

### **Service Elements Not Included**

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional Owner-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with Owner.
2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with Owner.
3. Drawings and Specifications: Final design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with Owner.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with Owner.
5. Preparation for and/or Appearance in Litigation on Behalf of Owner: This type of Service by Strand will be provided through a separate proposal with Owner.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.

### **Compensation**

Owner shall compensate Strand for Services on an hourly rate basis plus expenses an estimated fee of \$61,600. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

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The estimated fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for adjustments in the estimated fees that reflect any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by Owner but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of a purchase order, which is anticipated the week of June 22, 2020. Services related to the RRA and Cybersecurity Improvements Plan are scheduled for completion on June 30, 2021. Services related to the ERP are scheduled for completion on December 31, 2021.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

### **Owner's Responsibilities**

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by Owner relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.

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### **Opinion of Probable Cost**

Any opinions of probable cost prepared by Strand are supplied for Owner's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

### **Changes**

1. Owner may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of Owner. The fee established herein will not be exceeded without agreement by Owner but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of USEPA requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

### **Extension of Services**

This Proposal may be extended for additional Services upon Owner's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

Owner shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to Owner. Strand will have no liability to Owner, and Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through Owner, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

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### **Termination**

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either Owner or Strand. Strand's services under this Proposal are being performed solely for Owner's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. Owner and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### **Dispute Resolution**

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between Owner and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

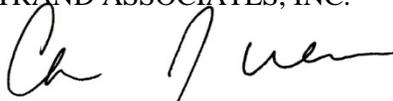
### **Terms and Conditions**

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. Owner-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3143.

Sincerely,

STRAND ASSOCIATES, INC.®



Chris J. Ulm, P.E.  
Senior Associate

**Exhibit B.  
Agreed Upon Pricing Structure**

**Compensation**

The Village shall compensate Strand for Services on an hourly rate basis plus expenses an estimated fee of \$61,600. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent. Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

**Typical Hourly Rates**

Listed below are typical hourly rates for each staff classification.

Classification	Billing Rate Range
Principal	\$250 to \$350
Project Manager	\$105 to \$236
Project Engineers	\$104 to \$144
Engineering Technicians	\$45 to \$133
Information Technology	\$175 Average
Office Production	\$90 Average

Listed below are hourly rates for key staff members related to the project.

Key Member	Member Role	Billing Rate
Chris Ulm, P.E.	Client Liaison	\$236
Brian Hackman, P.E., P.H., BCEE	Quality Control Engineer	\$199
Andy Mullendore, P.E.	Project Manager	\$189
Justin Bilskemper, P.E.	Project Engineer	\$143
Connor O'Rourke	Project Engineer	\$104
Cory Skjervem	Information Technology	\$175

**Exhibit C.  
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Agreement 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 Services 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, and employees; 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, and employees 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, and employees.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, and employees. Any insurance or self-insurance maintained by the Village, its officials, agents, and employees 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, and employees.
- 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, and agents 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 Agreement by any act or omission, including, but not limited to:

a. Allowing service 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, and employees 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 services 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 Agreement.

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, and agents for losses arising from services 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 \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement.
- 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 Agreement. 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 and defense for injury or damage arising out of negligent 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.