

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is dated as of the 15th day of August 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

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

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: 
Dane Bragg, Village Manager
Date: 08/17/2022

Firm

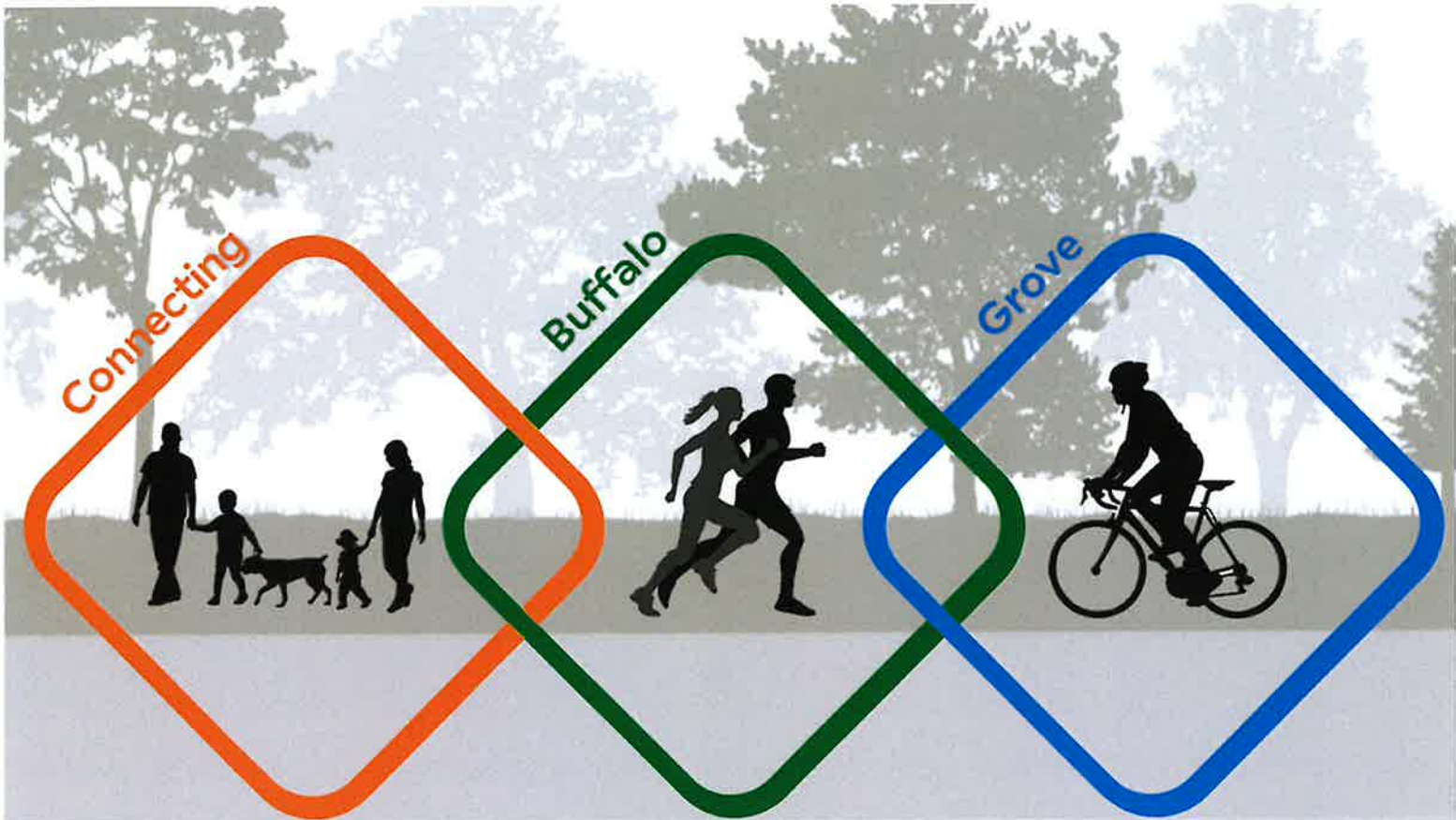
By: 
Leo Morand

Title: Assistant Director of Municipal Services

Date: 8/31/2022

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

Proposal documents



VILLAGE OF
VILLAGE OF BUFFALO GROVE
REQUEST FOR PROPOSALS

BIKE PATH ASSESSMENT

July 26, 2022

July 26, 2022

Village of Buffalo Grove
Purchasing Manager
50 Raupp Boulevard
Buffalo Grove, IL 60089



CONSULTING ENGINEERS

625 Forest Edge Drive ■ Vernon Hills, IL 60061

847.478.9700 ■ GHA-Engineers.com

Re: **Request for Proposals – Bike Path Assessment**
GHA Proposal No. 2022.M047

Thank you for the opportunity to present our Statement of Qualifications in response to the Village's Request for Proposals for a Bike Path Assessment. GHA's long history of providing quality municipal engineering services across northeastern Illinois supports our confidence that we will meet or exceed the Village's needs and expectations.

While Buffalo Grove continues to expand its bike network, we know the Village values the need to maintain existing bike/shared-use pathways to ensure their use is safe and comfortable for the users. Because the Village's current system has been constructed over many years, the quality and condition of surfaces and other appurtenances may vary quite drastically.



To ensure the best quality bike/shared-use network, we look forward to the opportunity to assist the Village with completing this important study. If you have any questions or would like any additional information, please feel free to contact us directly. On behalf of GHA, we look forward to discussing your needs in more detail.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.

Leo Morand, P.E.
Director of Municipal Services
Direct: 847.821.6229
LMorand@GHA-Engineers.com

CONTENTS

SECTION I - INTRODUCTION TO FIRM.....2

SECTION II - APPROACH TO SERVICE DELIVERY4

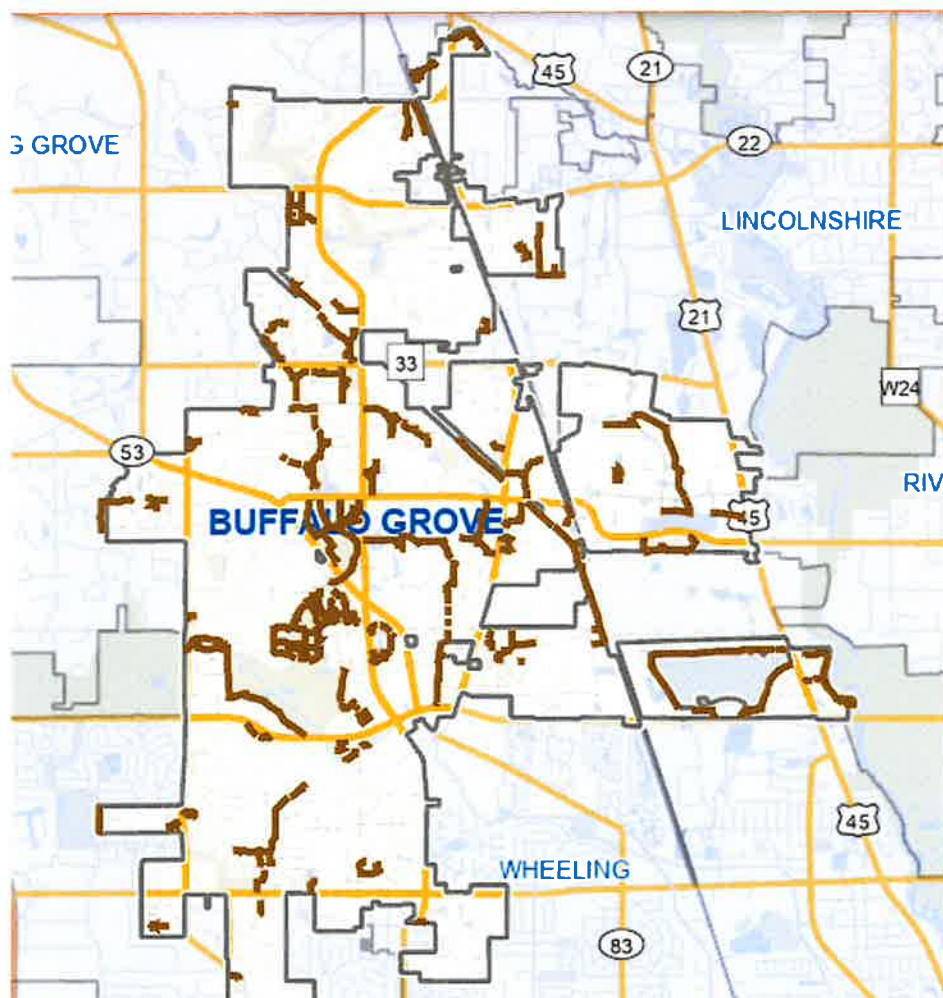
SECTION III - REPRESENTATIVE PROJECTS/SERVICES.....6

SECTION IV - RESUMES AND ORGANIZATION.....9

SECTION V - REFERENCES..... 14

SECTION VI - FORMS AND ACCOMPANYING DOCUMENTS 15

SECTION VII - DISCLOSURES..... 23



SECTION I - INTRODUCTION TO FIRM

FIRM BRIEF

Services for Buffalo Grove’s Bike Path Assessment will be administered from our Corporate Headquarters in Vernon Hills, located just six miles from the Village of Buffalo Grove Municipal Campus, a 12-minute drive.

CORPORATE OFFICE

Vernon Hills, IL 60061

625 Forest Edge Drive

P: 847.478.9700 | F: 847.478.9701

Columbia, MO 65202

6601 Stephens Station Road

P: 573.397.6900

GHA-Engineers.com

Our team has been working with local municipalities for over 40 years. From a small home office in Lake Bluff, Illinois, the firm began with two engineers, Dave Gewalt and Bob Hamilton, driven to deliver engineering services that exceed clients’ expectations by **always seeking efficiencies to contain costs and fresh options that reduce risk.** As a multidisciplinary civil engineering and surveying firm, GHA offers a wide range of professional civil engineering, surveying, transportation, environmental and geographic information services. Through decades of diversification and growth, GHA added experienced, quality professionals in complementary service lines to our firm, resulting in added depth and strength.

106

Team
Members

36

Professional
Engineers

41

Years in
Business

OVERVIEW, WHY GHA?

Biking is a popular activity in communities such as Buffalo Grove. And, although bicycling is often thought of as a recreational activity, the benefits of an enhanced network of bike/shared-use paths to the community are clear – better overall health, increased retail activity, positive impact on home values, and favorable impact to air quality – just to name a few.

A number of firms will be interested in assisting the Village with assessing the 23+ miles of paths and sidewalks within the Village; however, while GHA performs beyond expectation in a wide variety of project types, we have been selected to provide engineering guidance on numerous bicycle/pedestrian projects.



Among the reasons for this trust in GHA is that we feel very strongly that these projects have a remarkably positive effect on the community. GHA has been a go-to for many municipalities, park districts and others when projects are focused on enhancement of available outdoor recreational resources. The immediately noticeable effect that happens when bike/shared-use projects are completed is a great source of pride for our clients, and so, for GHA. These features are commonly referred to by clients as powerful (and useful) benefits that tend to attract new residents, businesses and provide an elevated opinion of our client communities.

Bike/shared-use path projects include many Safe Routes to School projects, private client corporate campus projects, and numerous additional Lake County Forest Preserve paths.

We have experience both in the feasibility/planning and final design of major bike path, multi-use trail, and recreational path facilities.



LOCAL PRESENCE

GHA has been dedicated to assisting the Village with various engineering projects that help strengthen community value since 2015. We have provided planning, design, and construction engineering services; completing over 20 Village projects in a wide variety of disciplines, utilizing varying funding sources.



Thompson & Brandywyn Reconstruction

Buffalo Grove Rd Pedestrian Crossing



Port Clinton Water Main

SECTION II - APPROACH TO SERVICE DELIVERY

PROJECT UNDERSTANDING

The Village of Buffalo Grove intends to complete a study and assessment of the 23.8 miles of bike/shared use path within the Village limits. This work includes facilities owned and maintained by the Park District, School District(s), and/or other private entities. This type of study will aid the Village in determining the necessary funds required to adequately maintain the existing facilities network, planning for connections to larger regional pathways, and provide safer bicycle and pedestrian commuting and recreational opportunities.

With a complete list of pavement condition ratings and a professional plan in place, this study will provide Village officials and staff with a robust understanding of the needs of the current facilities network, and maintenance plans and methods can easily be identified to maximize the Village's budget and limit the inconveniences to end users. We know that the actionable information that will be gained from this project will play a big part in the Village's Capital Improvement Plan.

To provide the Village with a comprehensive plan, field investigations, estimate creation, report writing, improvement planning, project guidance, and other various tasks by experienced Engineers is necessary to fulfill the requirements of this project. It is understood that the Village utilizes Cartegraph as its preferred asset management software; **GHA currently has six (6) staff members skilled in the Cartegraph application, and three (3) utilize it daily on behalf of the Village of Buffalo Grove.**

SCOPE OF SERVICES – PART A

In general, GHA proposes to utilize GIS information provided by the Village of Buffalo Grove from the project initiation phase and perform field data collection to prepare a Comprehensive Bike/Shared-Use Path Plan.

There are various ways to determine and rate existing pavement conditions based on levels of distress. Most methods assign each assigned segment with a Pavement Condition Index (PCI) or numerical Pavement Condition Rating (PCR) based on distresses found at the pavement surface. Some evaluations are completed by visual inspection while others are conducted with specialized mechanical equipment. Some utilize offsite databases, computer software, or GIS systems while others utilize more direct methods to manipulate the data. Choosing the best method can sometimes be a difficult task but determining the probable end user is usually the first step. End users can vary from technical professional engineers to Board members and staff.

Choosing the most useful and readable deliverable to accommodate everyone's needs is of utmost importance.

Based on our vast experience and positive feedback from both technical and non-technical persons, the rating system that GHA typically uses is a modified version of the PAVER Engineering Management System developed by the US Army Corps of Engineers; however, based on the Village's Request for Proposal Addendum, we will utilize the familiar Pavement Surface Evaluation and Rating (PASER) system.

Data Collection

The field investigation survey will be completed by means of visually evaluating the existing surface of each bike/shared-use path per the Village's current Bicycle Plan. Visual distress types including, but not limited to, rutting, raveling, settlement, and cracking will be reviewed and documented for frequency and severity. These

distresses will be broken out between surface and sub-surface pavement distresses and a numerical rating will be generated for each facility and segment. For example, a score of 10 for a particular facility would equate to brand new pavement and conversely, a score of 1 would equate to completely failed pavement.

Depending on the variation of distresses within each listed facility and segment, the field investigation survey can be broken out into separate areas that are showing similar types of distresses. For instance, if parts of a bike/shared-use path were recently rehabilitated, the old and new sections can be broken out into separate areas to ensure that proposed improvements aren't duplicated. These areas would be broken out on a map visually, so this information is easily referenced within the final report. These ratings can provide a basis for comparing the quality of facilities and segments, and then by combining this data with economic analysis, short-range and long-range budgetary plans can be developed.

During the site visit, and in accordance with the Village's Request for Proposal Addendum, we will collect physical data such as length and width to get an accurate area of each facility to assist in preparation of providing an annual program and associated improvement costs. All the data collected during the field investigation survey will be manually entered into Cartegraph in real-time by one of our skilled Cartegraph users.

Should the Village modify the scope of improvements included in the Request for Proposal, our scope can be modified accordingly. Furthermore, at the Village's request, ***GHA can integrate the data collected within the Village's existing GIS environment for future internal use.***

SCOPE OF SERVICES – PART B

Upon completion of Part A - Field Inspections/Data Collection and authorization to proceed, GHA will begin work on the Part B - Analysis/Evaluation/Report portion of the project. We will review the data from Part A to identify current path conditions; develop a maintenance plan with recommendations; determine connectivity gaps; determine deficient bike paths that don't meet minimum width guidelines; and prepare various exhibits necessary to develop a final report. Included in our work will be five meetings with the Village to review our progress and develop strategies. In our experience, ***it is important to work with the Village in order to develop a report that is financially feasible and allows the greatest ability to be implemented.*** We understand that no public hearings will be necessary with this project. The final report will include sections on recommended rehabilitation to existing paths; recommended new connections/path locations; exhibits; and cost estimates.

PROJECT SCHEDULE

PART A	Upon Approval
Anticipated Notice to Proceed Field Data Collection Data Entry	August 2022 September 2022 October 2022
PART B	Mid November - End of February 2023
Pavement Condition Rating Development Analysis Draft Report Final Report	November 2022 December 2022 January 2023 February 2023

SECTION III - REPRESENTATIVE PROJECTS/SERVICES



PARKS PAVEMENT ASSESSMENT

Buffalo Grove, Illinois

CLIENT

Buffalo Grove Park District

LOCATION

Buffalo Grove, IL

PROJECT FEATURES

Bicycle & Pedestrian Improvements
Data Collection
Parking Lot Rehabilitation
Pathway Improvements
Rehabilitation Program

SCOPE OF SERVICES

Data Collection
Field Investigation
Pavement Assessment
Pavement Assessment Report
Site Investigation

COST

\$16,000

REFERENCE

Tim Howe, CPRP, CPSI, CPO
Director of Parks and Planning
Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089
847.850.2163
thowe@bgpkr.org



PROJECT OVERVIEW

In the fall of 2019, GHA was retained by the Buffalo Grove Park District to provide an assessment of the existing flexible pavement (asphalt) parking lots and pathways of 38 of the 55 park and facilities owned by the District; establish a continuous ten-year program; and prepare an engineer's opinion of probable cost for 2 of the parks and facilities. These assessments are used to provide the Park District's Operations Staff a guide for pavement rehabilitation in the District. Our team works with the staff each year near budget time to select and price out repair work for the park facilities.

GHA performed a comprehensive site review of each respective park and facility to evaluate the types of pavement failures. The rating system of the infrastructure is based on current levels of distress and each parking lot or path has been assigned a numerical Pavement Condition Rating (PCR). This condition rating system is a modified version of the PAVER Engineered Management System developed by the US Army Corps of Engineers for assessment of roadways. The PCR system modifications allow it to be a better tool to review parking lots, driveways and other non-linear asphalt surfaces.

GHA reviewed the existing pavement surface at each parking lot and pathway, and documented the visual distresses in the current pavement including rutting; raveling; longitudinal cracking; transverse cracking; raveling; edge cracking; random cracking; and other distresses as observed in the field. These distresses will be broken out between surface and sub-surface pavement distresses and a rating has been provided for each roadway within the property.



BICYCLE AND PEDESTRIAN IMPROVEMENT PLANNING

Skokie, Illinois

CLIENT

Village of Skokie

LOCATION

Skokie, IL

PROJECT FEATURES

Feasibility Study

Pedestrian Crossing Improvements

Bicycle Crossing Improvements

SCOPE OF SERVICES

Field Observations

Intersection Improvements

Improvement Recommendations

Prelim Estimate of Cost

COST

\$80,000

REFERENCE

Steve Marciani, AICP

Village of Skokie

5127 Oakton Street

Skokie, IL 60077

847.933.8447

steve.marciani@skokie.org



PROJECT OVERVIEW

GHA was part of a team retained by the Village of Skokie to provide design recommendations for pedestrian and bicycle crossing improvements, as well as study the feasibility of adding bicycle lanes to the Village's existing street network. Bicycle activity and pedestrian crossings within the Village are encumbered by intersections designed to promote high vehicle volume throughput.

GHA conducted field observations at several locations that were identified by the Village as being critical intersections for bicycle and pedestrian improvements.

The observations helped formulate recommendations for interim intersection improvements, including ADA ramps; crosswalk re-striping; pavement markings; and pavement patching.

GHA also provided recommendations for long term bicycle improvements for this \$80,000 project, including bike activated detector loops at pedestrian crossings; bicycle lane striping; and road widening projects for installing bike lanes. Additionally, GHA prepared a preliminary estimate of costs for the necessary improvements.

GHA has completed many Pavement Condition Ratings and Assessments over the years. In the last five years alone, we have completed the following similar projects:

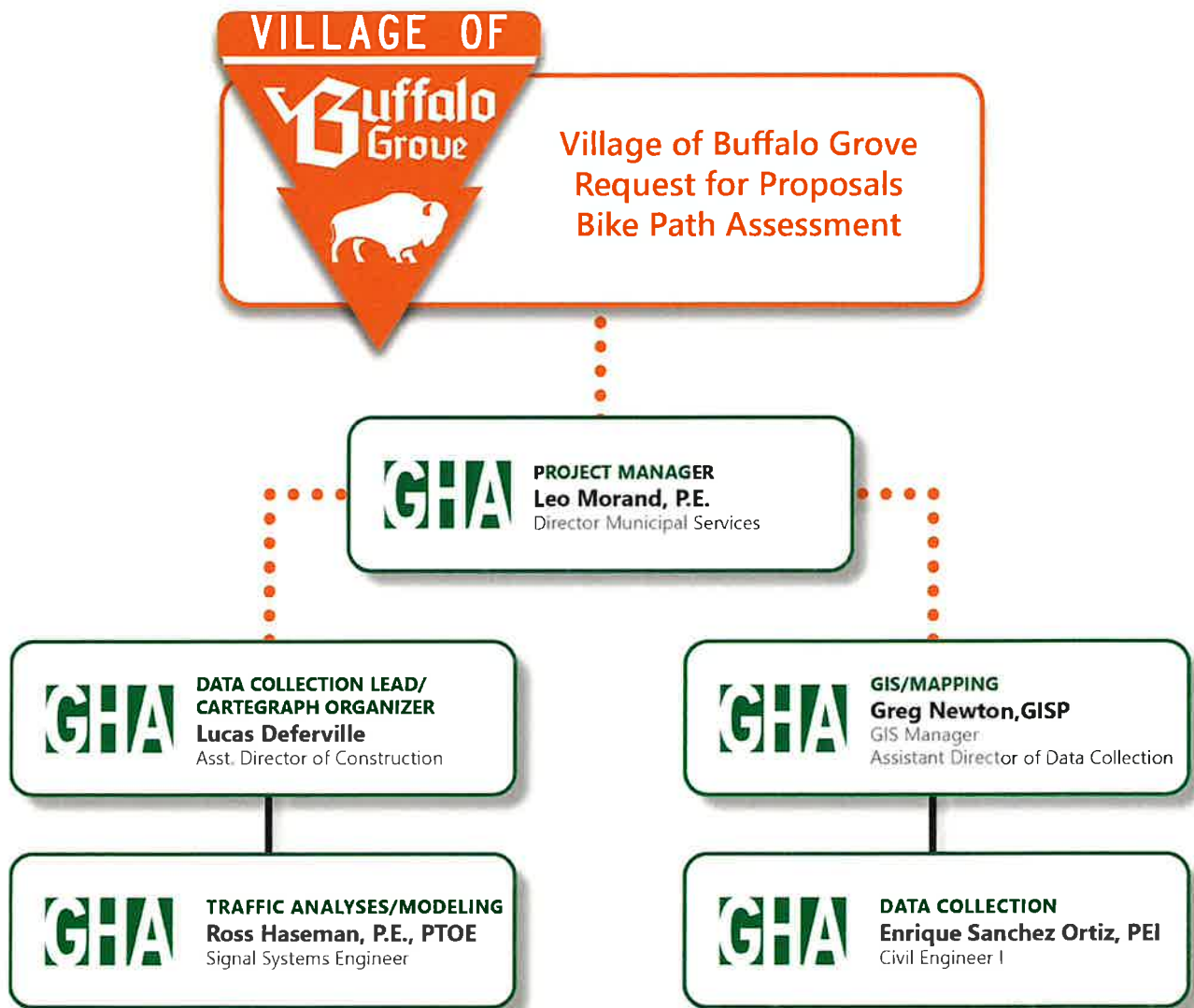
Client	Total Roadway Length (Miles)	Total Shared-Use Path (Square Yard)	Total Parking Lot Area (Square Yard)
Municipalities			
Village of Northfield*	14.5		19,195
Village of Riverwoods*	6.3		
City of Prospect Heights*	41.3		
Village of Libertyville	33.7		
Village of Round Lake Beach*	36.0		
Village of Lake Barrington	23.7		
Village of Kildeer*	31.7		
Village of Long Grove*	29.3		
Village of Schiller Park	23.1		
Village of Volo	17.5		
Village of Wadsworth	15.5		
Homeowners Associations			
Courts of Indian Creek	0.9		
Middlefork Woods Condominium Assoc.			1,000
Hunt Club on the Lake Condominium Assoc.	0.2		6,500
Park Districts			
Crystal Lake Park District		40,055	67,930
Bloomington Park District		28,730	28,500
Buffalo Grove Park District		73,840	105,260
IL Sports Facilities Authority – Guaranteed Rate Field			211,165
Vernon Hills Park District		42,985	34,655
School Districts			
Carmel Catholic High School	1.3		18,730
Woodstock Community Unit School Dist. 200	3.3		45,060
Community High School District 117	3.1		66,200
McHenry Community High School Dist. 156			25,530
Richmond-Burton Community High School District 157			41,290
Townships			
Ela Township*	23.5		
Libertyville Township	26.2		
TOTALS:	331.1	185,610 (39.55 Miles)	671,015

* Updated Annually.

SECTION IV - RESUMES AND ORGANIZATION

We know the Village values innovative ideas that are both sustainable and budget-friendly. GHA is committed to providing available and experienced staff who offer efficient solutions, proactive communication, and help maintain forward momentum toward reaching your goals.

This team has consistently delivered value to clients by seeking opportunities to save both time and project funds by means of finely tuned project management and efficient, effective communication.





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

National and Illinois
Society of Professional
Engineers



Leo X. Morand, P.E.

Director of Municipal Services

Gewalt Hamilton Associates, Inc.

Direct: 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.

Annual Road & Utility Improvements, 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. Totaling over \$8 million, the 2016 improvements were completed in multiple phases.

- Phase 1 (~ \$2 million) – 3,500 lf full-depth roadway reconstruction; curb & gutter replacement; ADA curb ramps upgrades; existing water main replacement with new 8" water main; 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.

Annual Capital Improvement Projects, 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 water main, storm sewer upgrades, sanitary sewer replacements and storm and sanitary sewer spot repairs. The combined value of the seven programs is over \$15 million.

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.



Education

Bachelor of Arts,
Geography with
emphasis on GIS,
University of Colorado,
2007

Licenses & Certifications

GIS Professional #67922

Illinois Public Pesticide
Operator's License

American Red Cross CPR
and First Aid Certified

IDOT and PDRMA
Driver's Safety Certified



Gregory A. Newton, GISP

Assistant Director of Data Collection GIS Manager

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6265

GNewton@GHA-Engineers.com

Experience

Mr. Newton is Assistant Director of GHA's Data Collection Division and often works within GHA's Municipal Division to manage mapping support, web mapping applications, data analysis, and general GIS services. Responsibilities include management of online mapping services, utility and endangered species mapping for private and municipal clients, and provides mapping and data analysis in support of engineering design and planning projects.

Mr. Newton also assists in planning software upgrades and researching advancing technologies, as well as maintaining GHA's online mapping server.

Municipal GIS Services

Services include utility mapping and analysis, road maintenance programs, village and parcel boundary adjustments, village zoning and floodplain mapping, transportation analysis, creating and maintaining village spatial data and web mapping applications.

GIS Online Mapping Development

Mr. Newton is responsible for developing and maintaining GIS web mapping applications for many of GHA's municipal clients. These applications allow user friendly access to spatial data maintained by GHA, including utility, parcel, floodplain, and zoning data.

Habitat Conservation Plan – Cook, DuPage & Will Counties, IL

Mr. Newton provided mapping services for a collaborative Habitat Conservation Plan for a public utility company to satisfy the requirements of a Section 10 Permit with the U.S. Fish and Wildlife Agency. The project analyzed potential impacts to wetlands, as well as threatened/endangered species and their habitats. The mapping product detailed existing habitat and location of known species and the potential "take" of the listed species.

Flood Hazard Mitigation Plans – Various Counties in Kansas

Responsibilities included creating flood models using HAZUS-MH MR3; analyzing and mapping models in relation to critical facilities; and writing analytical reports. Performed MS Access queries to sort and analyze critical facilities and flood data.

Various Stormwater Projects

Provided GIS data gathering, sorting, analyzing, and mapping services in support of calculations for large-scale floodplain studies, base flood elevation studies and stormwater management reports for residential and commercial developments; storm sewer design; zoning map creation; and demographic reports.



Education

Bachelor of Science
Construction
Management, Western
Illinois University, 2005

Professional Registration

IDOT Documentation of
Contract Quantities
Certification #21-18683

IDOT Training: CMMS,
MUTCD, ICORS, MISTIC

Canadian National FRAM
214 Railroad Workplace
On-Track Safety Training

eRailSafe System
Contractor #2734374

IDOT Material
Management of Jobsite
Certified

Certified Work Zone
Safety Specialist ISMA
Certification #ZZ_93901

CPR/AED and First Aid
Certified

Memberships

American Society of Civil
Engineers

American Public Works
Association



Data Collection Lead/Cartographer Organizer

Lucas J. Deferville

Assistant Director of Construction

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6201

LDeferville@GHA-Engineers.com

Experience

Lucas J. Deferville serves as GHA Assistant Director of Construction and has over 20 years of experience with an emphasis on construction engineering and contract administration. Mr. Deferville has been with Gewalt Hamilton Associates, Inc. for 17 years as a full-time employee and for 4 years prior as an intern. Mr. Deferville oversees construction phase operations and is responsible for managing all phases of Phase III including observation, contract conformance, schedule and budget adherence, material inspection management, soil erosion/sediment control practices, and public relation coordination with clients and project stakeholders. Mr. Deferville served as a field engineer or project manager on a multitude of Phase III projects and employs his experienced field practice to mentor a skilled team and provide experienced guidance, technical assistance, and quality control management for clients, contractors, and field staff.

Infrastructure Modernization Construction Coordinator, Buffalo Grove

Construction Coordinator assisting Village and GHA staff with construction management and administration of 13 various Infrastructure Modernization Program projects with a construction value of over \$20 million utilizing federal, Motor Fuel Tax, and local funds.

Senior Project Manager for Various Pavement Analysis and Management Programs

Mr. Deferville has managed a comprehensive asset evaluation and provided Clients with a summarized report describing the current conditions of their facilities pavement along with recommended rehabilitation methods. These recommendations were summarized into multi-year maintenance plans that included inflation adjusted engineer's opinions of probable cost for the various recommended maintenance methods. Mr. Deferville has completed pavement analysis and management programs for 7 municipalities; 5 Park Districts; 5 School Districts; and 3 Homeowners Associations to-date.

Senior Project Engineer for CUSD #302 Pavement Improvements, Sugar Grove, Maple Park, and Elburn

Since 2014, Mr. Deferville has been responsible for evaluating and designing the District's biennial pavement assessment and capital improvement projects. The programs typically include pavement patching; sidewalk installation; crack filling; pavement sealcoating; curb & gutter replacement; and storm sewer upgrades. Engineering and construction management services typically include facility planning & budgeting; contract document preparation; construction observation; and coordination with District's architect and other design team members.



Education

Bachelor of Science in
Civil Engineering,
University of Illinois at
Chicago, 2019

P.E.I. certification
#061.040699



- Documentation of
Contract Quantities
20-16498



Enrique Sanchez Ortiz, PEI

Civil Engineer I

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6242

ESanchez@GHA-Engineers.com

Experience

Enrique Sanchez is a recent Civil Engineering graduate, joining GHA in early 2020 to work within our Construction and Survey Division. Enrique has been assigned to numerous construction projects in that time in the capacity of construction observation and documentation training.

Hook Dr & Orchard Ln Improvements, Phase III, Round Lake Beach

Mr. Sanchez was assigned to this \$5.2 million improvement located on Orchard Lane from Rollins Road to Monaville Road and Hook Drive from Orchard Lane to Rollins Road, in Round Lake Beach. Improvements include earth excavation; pavement removal; curb and gutter removal; sidewalk improvements; curb and gutter installation; hot-mix asphalt surface and full-depth pavement placement; hot-mix asphalt shared-use path; concrete block retaining wall; drainage improvements; pavement markings; landscape restoration. The project also includes improving the existing crosswalks and sidewalk ramps throughout the project limits to ADA standards. Responsible for weekly updates to project-specific website developed by GHA.

District 214 Buffalo Grove High School Parking Lot Access Improvements, Buffalo Grove, IL

Mr. Sanchez was the field engineer performing construction observation on the District 214 Improvement Projects. This project included 3 different locations, Elk Grove High School, Buffalo Grove High School, and the Academy at Forest View. Although his main responsibility was focused on providing construction layout, he also provided weekly updates to the client (District 214) and coordinated materials testing for concrete pours and HMA paving. This project included curb and gutter removal and reinstall; storm sewer installation; and HMA milling and repaving. New sidewalks were put in to conform to ADA standards.

Buffalo Grove Green Knolls/Gail Project, Buffalo Grove, IL

Mr. Sanchez provided construction observation for curb and gutter removal; roadway excavation; roadway base and subbase installation; and concrete sidewalk pouring. He also measured for contract quantities and conducted depth checks for the various layers of the roadway.

2020 Road Maintenance Program, Long Grove and Kildeer, IL

Mr. Sanchez was the resident engineer on this \$968,000 project that included road rehabilitation on all of W. Brandon Road and E. Cuba Road from S. Krueger Road to Old McHenry Road. Improvements included full-depth pavement removal; HMA milling; curb and gutter removal and reinstall; hot-mix asphalt surface and full-depth pavement placement; underground drainage improvements; pavement markings; landscape restoration. Responsible for all construction observation and measuring for contract quantities. He also provided weekly updates to the clients (Villages of Long Grove and Kildeer).

SECTION V - REFERENCES



BUFFALO
GROVE
PARK
DISTRICT

Buffalo Grove Park District
Tim Howe, CPRP, CPSI, CPO
Director of Parks and Planning
530 Bernard Drive
Buffalo Grove, IL 60089
847.850.2163
thowe@bgpkr.org



Village of Libertyville
Paul Kendzior, P.E., CFM
Director of Public Works
200 E. Cook Avenue
Libertyville, IL 60048
847.918.2100
pkendzior@libertyville.com



Village of Northfield
Mike Nystrand
Director of Public Works
1800 Winnetka Road
Northfield, IL 60093
847.441.3810
mnystrand@northfieldil.org

SECTION VI - FORMS AND ACCOMPANYING DOCUMENTS

As requested, the following forms and documents are provided in the subsequent pages:

- ▼ Profile and Qualifications Form
- ▼ Public Contract Statements
- ▼ List of current Affiliations, Accreditations or Awards
- ▼ State of Illinois Professional Design Firm License
- ▼ State of Illinois Annual Transportation Fee Capacity letter from IDOT

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF
ADDENDUM #1. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR
RESPONSE.

RESPONDENT: Gewalt Hamilton Associates, Inc.

SIGNED:  DATE: July 26, 2022

TITLE : Director of Municipal Services

PROFILE AND QUALIFICATIONS FORM

Each Consultant is required to fully answer all questions in each category listed below

All questions must be addressed by the Consultant for this application form to be properly completed. Failure to answer any question or comply with any directive contained in this form may be used by the Village as grounds to find the Consultant ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name Gewalt Hamilton Associates, Inc.

Business Address 625 Forest Edge Drive

City Vernon Hills State Illinois

County Lake Zip Code 60061

2. Names and Titles of Two Contact People

A) Leo X. Morand, P.E. Director of Municipal Services

Phone (847) 821-6219 Email LMorand@GHA-Engineers.com

B) Brian J. Wesolowski, P.E., CFM Civil Engineer

Phone (847) 821-6235 Email BWesolowski@GHA-Engineers.com

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Gewalt Hamilton Associates, Inc.

Division (attach separate list if more than one is to be included)

N/A

Subsidiary

N/A

Branch Office

N/A

Name of Entity: Gewalt Hamilton Assocites, Inc.

Address: 625 Forest Edge Drive

Vernon Hills, IL 60061

4. Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture
- Other ESOP

5. Federal Employer Identification Number 36-3426053

6. Year Firm was established 1981

7. Name and Address of Parent Company: (if applicable) N/A

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the Response Packet as part of your submittal.

Date July 26, 2022

(Sign here) By _____

(Print Name) Leo X. Morand, P.E.

Title Director of Municipal Services

E-mail LMorand@GHA-Engineers.com

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/CONSULTANT

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Consultant/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned Consultant does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Gewalt Hamilton Associates, Inc.

Print Name of Contractor/Consultant/Supplier

Todd P. Gordon

Signature

Todd P. Gordon, P.E., CEO

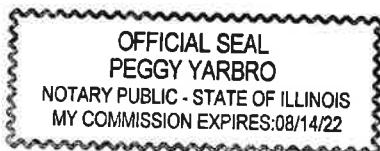
Title

Subscribed and Sworn to before me this 26th day of July, 2022.

Peggy Yarbrow

Notary Public

Notary Expiration Date 8/14/2022



AFFILIATIONS, ACCREDITATIONS, & AWARDS

Gewalt Hamilton and our staff are members of the following organizations:

- American Planning Association
- American Society of Civil Engineers
- American Water Works Association
- Center for Watershed Protection
- Chicago Wilderness Corporate Council
- GLMV Chamber of Commerce
- Highland Park Environmental Commission
- Illinois Association of Environmental Professionals
- Illinois Association of Floodplain and Stormwater Managers
- Illinois Association of Park Districts
- Illinois City Managers Association
- Illinois Geographic Information System Association
- Illinois Parks and Recreation Association
- Illinois Professional Land Surveyors Association
- Illinois Road and Transportation Builders Association
- Illinois Society of Professional Engineers
- International Municipal Signal Association
- Institute for Sustainable Infrastructure
- Institute of Transportation Engineers
- International Erosion Control Association
- Lake County Township Highway Commissioners Association
- National Society of Professional Engineers
- Sports Turf Managers Association
- South Suburban Mayors & Managers Association
- Water Environment Federation

Our firm is licensed or prequalified with the following agencies in Illinois:

- State of Illinois Department of Financial and Professional Regulation
- Illinois State Board of Elections
- Illinois Department of Human Rights
- State of Illinois Secretary of State
- Illinois Department of Transportation
- Illinois State Toll Highway Authority
- Capital Development Board
- Cook County
- City of Chicago
- Kane County Division of Transportation
- Forest Preserve District of DuPage

Many of the projects we've completed on behalf of our public-sector clients have received awards from organizations such as:

- American Public Works Association
- Chicago Wilderness Consortium
- Great Lakes Park Training Institute
- Illinois Association of Park Districts
- Illinois Park & Recreation Association
- Lake County Stormwater Management Commission
- National Arbor Day Foundation



State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
184.000922-0010
035.003341

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2023

DESIGN FIRM - LAND SURVEYOR/PROF ENG



GEWALT-HAMILTON ASSOCIATES INC
625 FOREST EDGE DR
VERNON HILLS, IL 60061-4104



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idpr.com

15698676



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 22, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Arthur Penn
GEWALT HAMILTON ASSOC., INC.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Arthur Penn,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be \$20,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 165.81% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR GEWALT HAMILTON ASSOC., INC.

CATEGORY	STATUS
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Studies - Traffic Studies	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - Rehabilitation	X
Special Services - Construction Inspection	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Sanitary	X
Special Studies - Feasibility	X
Special Plans - Traffic Signals	X
Highways - Roads and Streets	X
Special Services - Surveying	X
Special Studies - Safety	X
Hydraulic Reports - Pump Stations	X

- X PREQUALIFIED
- A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
- S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

SECTION VII - DISCLOSURES

Financial Disclosure

Per the RFQ, Gewalt Hamilton is providing the following statement of our assets and liabilities.

Gross Revenues – 2021 \$18,790,000

Total Debt – 2021 \$12,200,000

Total Employees – current 106

Professional Liability/Errors & Omissions Insurance

A copy of our current Certificate of Insurance is provided on the following page for verification purposes.

Litigation

Gewalt Hamilton Associates, Inc., its ownership, management and/or employees have never been involved in litigation or had complaints filed for improper practices with the Illinois Department of Professional Regulations or any other state or federal regulatory authority.

Gewalt Hamilton is not currently a party to any pending suits.

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

SCHEDULE OF PRICES

Bike Path Assessment

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF CONSULTANT: Gewalt Hamilton Associates, Inc.

MAIN BUSINESS ADDRESS: 625 Forest Edge Drive

Vernon Hills, IL 60061

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Bike Path Assessment", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices. Consultants may choose to submit individually on Scope of Services Part A, Part B, or Part A plus Part B combined.

SCHEDULE OF PRICES

Description	Cost
Scope of Services for Part A	\$16,000.00
Scope of Services for Part B	\$25,000.00
Scope of Services for Both A & B	\$41,000.00
Scope of Services if awarded Both A & B	\$39,000.00

*Consultant is to complete description in above table.

A. Total Project Cost \$ 16,000.00

Written amount of A. Total Project Cost \$ Sixteen Thousand

B. Total Project Cost \$ 25,000.00

Written amount of B. Total Project Cost \$ Twenty-five Thousand

A & B. Total Project Cost \$ 39,000 GHA offers a discounted rate if awarded both Part A & Part B

Written amount of A & B. Total Project Cost \$ Thirty-nine Thousand

An original digital or scanned copy of the Schedule of Prices in PDF format consisting of pages 7-8. File shall be submitted as a separate file from the proposal and named as follows:

"Company Name"VoBG-2022-09 Schedule of Prices for Bike Path Assessment

Date July 26, 2022

Signature 

Title Director of Municipal Services

Printed Name Leo X Morand, P.E.

**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.