

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 21, 2010 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
SCADA System Improvements	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing the execution of a contract for SCADA System Improvements with Baxter & Woodman Control Systems Integration (BWCSI) of Crystal Lake, Illinois in the amount of \$93,000.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

The approved FY10 budget includes \$100,000 in the Water Fund for this contract.

RECOMMENDATION

Approval on the October 5, 2010 consent agenda

BACKGROUNDProject Description

This work represents the first phase of a two year effort to modernize and improve the Village's Supervisory Control and Data Acquisition (SCADA) system. Generally, SCADA refers to an industrial control system: a computer system monitoring and controlling a process. In Downers Grove, the SCADA system monitors, records and controls the operations of the Village's water system. Overall, this project will maintain and improve the viability and security of the SCADA system, and make it a more useful tool for staff involved in managing the water system. More specifically, the proposed work under this contract for 2010 can be broken down as follows:

- 1) SCADA Server, Operating System and Software
 - Replacement of the server hardware to provide redundant hard drives and power supplies.
 - Upgrade of the SCADA software version to a mature product that is adopted by a large number of municipalities and has good support and development capabilities.
- 2) Project Management and Server Configuration

Professional system integration services

 - Creation of a SCADA disaster recovery document.
 - Configuration of the new software and integration with the new hardware and existing Village office network.
- 3) Improvement to Historical & Database Reporting Tools
 - Provision of a data collection and reporting system to collect and store data, and a web-based front-end interface to allow staff to view and print reports and enter manual data not currently collected by the SCADA system.

- 4) Operator Interface Terminals (OIT) and Programmable Logic Controller (PLC) Programming
 - Replacement of remote site PLC hardware with new PLC hardware that provides for improved communication and programming as well as new Operator Interface Terminals.

Project benefits include:

- Provides basic system hardware and software upgrades needed to keep the SCADA system operational,
- Improves system security and disaster recovery,
- Automates data collection processes currently performed manually,
- Creates SCADA reporting tools available on the Village's administrative network; and
- Expands access to water system data to key Village staff.

Vendor Selection

Pursuant to Section 2.42 of the Municipal Code, the Village Manager has the authority under the definition of "professional service" to negotiate a contract not subject to competition given that the service sought requires a high degree of skill or expertise which is in its nature unique.

Staff has worked with BWCSI on a variety of SCADA projects as well as ongoing non-contract service and support since 2007. Within that time frame, BWCSI has provided consistently superior service and highly trained staff to the Village. Among the unique aspects of BWCSI are:

- 1) The only Systems Integrator in Illinois and Wisconsin that is "Triple Certified" in the critical technologies that are used in Downers Grove including being a GE/Intellution Solution Provider and a Certified Wonderware Integrator, a Rockwell (Allen Bradley) Registered Integrator, and a Microsoft Certified Partner.
- 2) Guarantee their 24 hour/day x7 days/week responsiveness (response within 30 minutes every time without failure).
- 3) Uniquely skilled in information technology security. Recognizing the sensitivity of water utility data, BWCSI employs a "Certified Information System Security Professional" (CISSP) that is responsible for the security and network architecture of their projects. This is important because SCADA systems are increasingly seen as extremely vulnerable to cyberterrorism attacks.
- 4) One of the few technology consulting firms that focus exclusively on government. They possess a unique knowledge of how government technology applications work with government business processes.

The contract being presented is the result of a multi-step process involving the proposed consultant and Village staff from the Public Works and Information Services Departments. As tasks for the project were identified, an evaluation was completed to determine whether Village staff may be able to assist or supply materials for implementation to reduce costs. Through this process, staff and the consultant identified savings in excess of \$17,000.

ATTACHMENTS

Contract Documents

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT AND ADDENDUM BETWEEN THE VILLAGE OF DOWNERS GROVE
AND B&W CONTROL SYSTEMS INTEGRATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”) and Addendum (the “Addendum”), between the Village of Downers Grove (the “Village”) and B&W Control System Integration (“BWCSI”), for the supervisory control and data acquisition (SCADA) system associated with the Village’s water distribution remote facilities, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



B&W Control Systems Integration

8678 Ridgefield Road · Crystal Lake, IL 60012

815.788.3600 office · 815.455.0450 fax · www.bwcsi.com

Mr. Stan Balicki
Assistant Public Works Director
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074

April 15, 2010

**Subject: Phase 1 SCADA Improvements
BWCSI Job No. 100130**

Dear Stan:

B&W Control Systems Integration (BWCSI) completed a Supervisory Control and Data Acquisition (SCADA) assessment and master plan in the fall of 2009 that outlined the potential for the Village of Downers Grove to significantly improve portions of the Village's SCADA system. Improvements were divided into two phases and prioritized to help the Village to gain the most "bang for the buck" in a phase approach that makes sense. Since our report was finalized, we discussed the improvements further to identify some of the recommendations that work best for Village staff. Following are BWCSI's recommended scope of services to move the Village's SCADA system forward.

Scope of Services

Summary of Improvements

Following is a summary of the proposed improvements:

- Provide a new server-class server. Upgrade and Replace the Village's Existing SCADA Server with the new server.
- Upgrade and test the Village's Existing Win-911 Alarming and Notification Software
- Configure and Test iFIX on the Village's existing Citrix Terminal Server (for "thin client" access from other authorized Village workstations)
- Reconfigure SCADA System Security for Secure Logon
- Develop and Test a Simple SCADA Disaster Recovery Plan
- Connect and Secure the Village's SCADA Server to the Village's Administrative network using a business-class firewall
- Implement a Remote Access Option for SCADA utilizing the Village's existing Microsoft ISA Server
- Install Operator Interface Terminals (OITs) at Finley & 35th St Rate Station and the Lemont & 75th St Rate Station



- Design and configure a fully operational Web-based SCADA reporting system designed to replace the Village's existing manual and Excel-based data collection system

Equipment

SCADA Server

- Provide a Dell T300 (or equal) server with the following minimum specifications:
 - Processor: Quad Core Intel® Xeon, 2.5 GHz.
 - Memory: 4GB
 - Tower Chassis Orientation.
 - Power Supply: Redundant Power Supplies.
 - Hard Drive Configuration: Two (2) redundant 250 GB drives, with a PERC Integrated hardware RAID controller operating in RAID1 (redundancy).
 - Network Adapter: (2) Integrated Gigabit Ethernet NICs.
 - CD/DVD Drive: Combo CDRW / DVD Drive, SATA.
 - Sound card and speakers for local alarm annunciation
 - Hardware Support Services: 3 Year 4HR 7x24 Onsite manufacturer support
 - Operating System: Windows Server 2008 R2¹ Standard.
 - 22" LCD Display
- Provide an upgrade to the GE iFIX SCADA software (Increase from 300 tag to 900 tag, and upgrade from Version 3.x to Version 5.0).
- Provide one (1) year of iGlobal Care SCADA software support. BWCSI recommends that the Village budget \$1,000 per year after one year to maintain this support agreement (it will minimize future upgrade costs).

Firewall Appliance

- Provide one (1) Cisco ASA5505 Security Appliance with one (1) year of Cisco SmartNet support. BWCSI Recommends the Village budget \$100/yr to continue support of the Cisco Security Appliance.

¹ Licenses to be purchased under the Village' existing State of Illinois Select Agreement. The operating system software license will be for Server 2008, but Server 2003 may be loaded depending on software compatibility at the time of installation.



Remote Site OITs and Related Equipment

- Provide two (2) Allen Bradley MicroLogix 1100 PLCs to replace the existing Micrologix 1000s at two existing water sites.
- Provide two (2) Red Lion 6" color touch screen OITs
- Provide two (2) industrial Ethernet switches with cables to connect OITs and PLCs

Labor

Project Management

- Plan, schedule, and coordinate upgrades, changes, and documentation with the Village's operational and technology staff. Work with software and hardware vendors on the Village's behalf to purchase required soft/hardware for the system upgrades.
- Attend meetings and coordinate a simple SCADA disaster recovery document to guide Village staff through what is required to restore the SCADA server from a catastrophic failure.

Server Configuration

- Prep new server: install Windows Server Standard operating system, patch, and configure for SCADA.
- Configure the new server to perform the same function as the existing SCADA server.
- Install GE iFIX version 5.0 and migrate the existing iFIX SCADA application to the new server.
- Develop a new SCADA software navigational structure with input from Village staff to allow staff to quickly view system status and navigate to any screen in two or less clicks.
- Install newest version of alarm dialing software, configure with existing configuration, work with Village staff to reconfigure, as necessary, software alarming
- Connect and secure server to Village's network through the new Cisco ASA5505 firewall to allow SCADA server to securely communicate with the Village's administrative network (assumes Village Information Technology (IT) staff provides a static IP address for the connection and is available to assist with server and network configuration)
- Reconfigure server to back up to the Village's existing file server at Village Hall
- Install and configure the Village's Antivirus software



- Configure SCADA server security and test with Village IT staff.
- Test the server to ensure proper operation of the migrated software.

Historical Database and Reporting

- Provide a data collection and reporting system consisting of either a SQL Express Edition database (or utilize the Village's existing SCADA server) to collect and store data, and a web-based front-end interface to allow staff to view and print reports and enter manual data not currently collected by the SCADA system.
- The following reports will be created to model the samples BWCSI received (the report layout will likely change to accommodate the new web-based reporting format) for automatic display/print/emailing in PDF format:
 - ✓ **Rate Control Station/Charts Log** (Any data on this report that is not collected by SCADA will be entered manually).
 - ✓ **Water System Overview** (Any data on this report that is not collected by SCADA will be entered manually). It is our intention that this report is used by the Village to submit monthly to the Illinois Environmental Protection Agency, in lieu of the current Excel spreadsheet that is used.

Operator Interface and PLC Programming

The following will be performed at two (2) of the Village's water sites (Finley & 35th St Rate Station and the Lemont & 75th St Rate Station):

- Replace existing MicroLogix1000 PLC with MicroLogix1100 PLC. No PLC code changes will be made other than to make the existing code compatible with the MicroLogix1100.
- Provide power and I/O rewiring required for PLC replacement.
- Provide Red Lion 6" color touch screen OIT and install in existing PLC enclosure.
- Provide Ethernet switch and patch cables to connect PLC to OIT.
- Develop OIT screens to display basic system status (tower levels, local alarms, and rate station flows). Screens will show all status information for its local site and all system overview data.
- Test system to ensure proper operation.

Fee

Our fee for the above scope is a lump sum of \$93,000.

This fee is valid for 90 days from the date of this proposal.



Acceptance

If this proposal is acceptable, please sign one copy of this proposal and return to us. Feel free to contact me if you have any questions.

Very truly yours,

B&W CONTROL SYSTEMS
INTEGRATION, LLC

A handwritten signature in black ink that reads "Christopher T. Sosnowski".

Christopher T. Sosnowski, P.E.
Vice President / General Manager
CTS

J:\BWCSI\CRYSTAL LAKE\DNCSV\100130-PHASE I SCADA IMPS\10-INITIATION\100130 PHASE 1 SCADA IMPS PROPOSAL.DOCX

AUTHORIZATION BY: _____

DATED: _____



Addendum A

This following terms and conditions shall apply to the PHASE 1 SCADA improvements Agreement dated April 15, 2010 (BWCSI Job No. 100130) between the Village of Downers Grove ("Village") and B&W Control Systems Integration ("BWCSI"):

A. VILLAGE ORDINANCES

BWCSI will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

B. USE OF VILLAGE'S NAME

BWCSI is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

C. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, BWCSI will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. BWCSI shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

D. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, BWCSI shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of BWCSI, its employees, or its subcontractors, and BWCSI, its employees, or its subcontractors, and BWCSI shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, BWCSI shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring BWCSI to indemnify the Village for its own negligence. BWCSI shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of BWCSI, its employees, or its Subcontractors.

E. NONDISCRIMINATION

BWCSI shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and

eliminate the effects of past discrimination;

- (b) By submission of this proposal, BWCSI certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. BWCSI shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

F. SEXUAL HARASSMENT POLICY

BWCSI, as a party to a public contract, shall have a written sexual harassment policy that:

- Notes the illegality of sexual harassment;
- Sets forth the State law definition of sexual harassment;
- Describes sexual harassment utilizing examples;
- Describes BWCSI's internal complaint process including penalties;
- Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- Describes the protection against retaliation afforded under the Illinois Human Rights Act.

G. EQUAL EMPLOYMENT OPPORTUNITY

In the event of BWCSI's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), BWCSI may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, BWCSI agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take

appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of BWCSI's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with BWCSI in its efforts to comply with such Act and Rules and Regulations, BWCSI will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, BWCSI will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, BWCSI will not utilize any subcontractor declared by the Illinois Human

Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

H. DRUG FREE WORK PLACE

BWCSI, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or BWCSI's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or BWCSI's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

I. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

In the event this is a public works project as defined under the Prevailing Wage

Act, 820ILCS 130/2, BWCSI agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq* ,and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, BWCSI agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

J. PREVAILING WAGE ACT

BWCSI agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. BWCSI agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

BWCSI and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by BWCSI in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, BWCSI agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking

facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after BWCSI's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

K. PATRIOT ACT COMPLIANCE

BWCSI represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. BWCSI further represents and warrants to the Village that BWCSI and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. BWCSI hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

L. INSURANCE REQUIREMENTS

Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>

Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$5,000,000	

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the

cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or BWCSI shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

M. COPYRIGHT/PATENT INFRINGEMENT

BWCSI agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by BWCSI that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

N. COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items

not meeting any OSHA specifications will be refused.

O. CERCLA INDEMNIFICATION

In the event this is a contract that has environment aspects, the BWCSI shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the BWCSI, both before and after its disposal.

P. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

Q. CAMPAIGN DISCLOSURE

Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, BWCSI agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

R. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part sub-contracted

without the written consent of the Village Manager. In no case shall such consent relieve the BWCSI from their obligation or change the terms of the contract.

S. TERM OF CONTRACT

This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

T. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to BWCSI, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to BWCSI, in the event of default by the BWCSI. Default is defined as failure of BWCSI to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the BWCSI fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The BWCSI shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the BWCSI. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the BWCSI.

U. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to BWCSI within 60 days of receipt of a proper bill or invoice. If payment is not issued to BWCSI within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify BWCSI requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and

any additional information necessary to correct the defect.

If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

V. RELATIONSHIP BETWEEN BWCSI AND THE VILLAGE

The relationship between the Village and BWCSI is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

W. STANDARD OF CARE

Services performed by BWCSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If BWCSI fails to meet the foregoing standard, BWCSI will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by BWCSI's failure to comply with the above standard and reported to BWCSI within one (1) year from the completion of BWCSI's services for the Project.

For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by BWCSI during construction or equipment installation or the furnishing of Project representatives shall not make BWCSI responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

X. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

Y. SUCCESSORS AND ASSIGNS

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. BWCSI will provide a list of key staff, titles,

responsibilities, and contact information to include all expected sub BWCSIs.

Z. WAIVER OF CONTRACT BREACH

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

AA. AMENDMENT

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

BB. CHANGE ORDERS

The contract price SHALL NOT EXCEED \$93,000.00. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

CC. SEVERABILITY OF INVALID PROVISIONS

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

DD. NOTICE

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to BWCSI as designated in the Contract Form.

EE. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act 5 ILCS 140/1 et.seq.

BWCSI:

B&W Control Systems Integration

 Company Name
 8678 Ridgefield Road

 Street Address of Company
 Crystal Lake, IL 60012

 City, State, Zip
 815-788-3600

 Business Phone
 815-455-0450

 Fax

Date: June 16, 2010

 chris@bwcsi.com


 Email Address
 Christopher Sosnowski

 Contact Name (Print)
 815-788-3600

 13-Hour Telephone
 Christopher T. Sosnowski

 Signature of Officer, Partner or
 Sole Proprietor
 Christopher T. Sosnowski, GM

 Print Name & Title

ATTEST: If a Corporation


 Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

 Authorized Signature

 Title

 Date

ATTEST:

 Signature of Village Clerk

 Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: B&W Control Systems Integration
ADDRESS: 8678 Ridgfield Road
CITY: Crystal Lake
STATE: IL
ZIP: 60012
PHONE: 815-788-3600 **FAX:** 815-455-0450
TAX ID #(TIN): 36-4334596

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | <u>Limited Liability Company-Corporation</u> |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Lauren E Thomas* **DATE:** 6/16/10

Campaign Disclosure Certificate

**CAMPAIGN DISCLOSURE
CERTIFICATE**

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid

submission, an executed Campaign Disclosure Certificate, attached hereto.

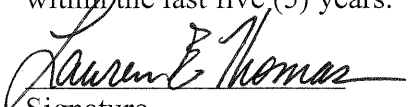
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Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

LAWRENCE E. THOMAS
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:
Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name