

Contract
#432

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0242

Multi Year: ☐

Amount \$9,440.00

Contract Type:

Professional Services

Contractor's Name:

B&W Systems Integration, LLC

Contractor's AKA:

Execution Date:

4/25/2008

Termination Date:

11/15/2008

Renewal Date:

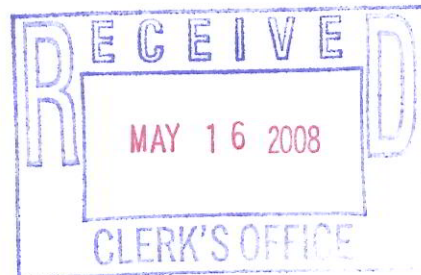
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: SCADA System Assessment



Thursday, May 15, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

May 15, 2008

Mr. Michael Klein, P.E.
B&W Control Systems Integration, LLC
8678 Ridgely Road
Crystal Lake, Illinois 60012

RE: ***NOTICE TO PROCEED***
SCADA System Assessment

Dear Mr. Klein:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of May 8, 2008.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated April 25, 2008 in an amount not to exceed Nine Thousand Four Hundred Forty and No/100 (\$9,440.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: John Ingram

VILLAGE OF ORLAND PARK
SCADA System Assessment
(Contract for Services)

This Contract is made this **25th day of April, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and B&W Control Systems Integration (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on March 24, 2008 to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Test of all SCADA status/alarm inputs; document communications and critical SCADA infrastructure items and provide up-to-date diagram; identify cost effective improvements; obtain PLC Code back-up from all sites. All work to be accomplished as outlined in the proposal dated March 24, 2008

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: **Nine thousand four hundred forty and No/100 (\$9,440.00) Dollars.**

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence and continue expeditiously for 2 months from that date. This Contract shall terminate upon completion of the WORK or 6 month(s), whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any

employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Michael D. Klein, P.E.
Operations Manager
B&W Control Systems Integration, LLC
8678 Ridgefield Road
Crystal Lake, Illinois 60012
Telephone: 815-788-3600
Facsimile: 815-455-0450
e-mail: mike@bwcsi.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: Ellen J. Baer

Print Name: Ellen J. Baer

Its: Interim Village Manager

Date: 5/13/08

FOR: THE CONTRACTOR

By: Darrel R. Garle

Print Name: Darrel R. Garle

Its: President

Date: May 6, 2008



B&W Control Systems Integration

8678 Ridgefield Road · Crystal Lake, IL 60012

815.788.3600 office · 815.455.0450 fax · www.bwcsi.com

Mr. John Ingram
Superintendent of Public Works
Village of Orland Park
15655 Ravinia Drive
Orland Park, IL 60462

March 24, 2008

***Subject: SCADA System Assessment
BWCSI Job No. 080407***

Dear John:

Now that the Village's Supervisory Control and Data Acquisition (SCADA) server has been recently replaced and operating well, we have identified with Village staff the need to verify the connectivity/operation of all of the SCADA system equipment and alarms, and identify a plan for systematically making improvements to the remaining SCADA infrastructure. This project would involve visiting each SCADA site to accomplish three primary tasks:

- Test all of the SCADA system status/alarm inputs to ensure they are still in working order and document items which do not function properly and need further investigation.
- Document communications and critical SCADA infrastructure items and provide the Village with an up-to-date diagram that documents the SCADA network accurately. This document should be a "living document" that gets updated each time a change is made to the SCADA system.
- Identify and plan for cost-effective improvements to the system to improve reliability, improve performance, and improve flexibility and operator utilization of the system.

Following is our recommended Scope of Services to provide the Village with a practical, compressive look at the current hardware and software needs for the Village's SCADA system.



Base Scope of Services

Status/Alarm System Test

- Test all SCADA data points (status and alarm signals), verify analog signals that can be tested on-site, and document radio signal strength to the master location at the following sites:
 - Public Works (no direct I/O, just SCADA computers and radio).
 - Police Station.
 - Seven (7) Water Towers.
 - Thirteen (13) Lift Stations.
 - Booster Pump Stations.
 - Main Pump Station.

Equipment Inventory

- Compile and provide a list of all SCADA computer hardware, including communication cards required to connect to all Village SCADA/Programmable Logic Controller (PLC) devices.
- Compile and provide a list of all SCADA (and related) computer software products and versions. This list can be used by the Village in the future to assess upgrades, modifications, and machine rebuilds.

System Diagram

- Create a Microsoft® Visio™ drawing (object-style diagram) of all SCADA equipment and communication types, including SCADA telemetry as well as connection to the Village LAN/WAN. Provide the Village with an electronic version of the resulting diagram as an industry-standard PDF format, as well as in the native Visio format.

Disaster Recovery Plan

- Review the current procedures for backups, both disaster-related, as well as general data backup and restoration procedures.
- Make recommendations to cover future implementations of SCADA equipment and appropriate best-practices for a safe and secure SCADA system operation.

Report

- Provide a letter report outlining recommendations for SCADA system improvements that will benefit the Village in the long term. The report will



include a summary of the existing system, evaluation, and recommendations including budget costs and priority for the improvements.

Option 1 Scope – PLC Code Backup

If the Village chooses, BWCSI will visit all of the SCADA system sites and upload a copy of the PLC programs from each PLC and make backups of the SCADA software. Two (2) copies of all programs will be provided to the Village on a CD. This backup CD will ***not contain*** historical data or commented code (unless it is made available to BWCSI), but merely the most critical information needed to rebuild any portion of the SCADA system in the event of a specific PLC or SCADA server failure.

Fee

Our fee for the above Base Scope of Services is a lump sum of \$7,640.

Our fee for the Option 1 Scope of Services is an additional lump sum of \$1,800.

Fees are valid for 90 days from the date of this proposal

Terms & Conditions

Refer to attached Standard Terms & Conditions document.



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

Michael D. Klein, P.E.
Operations Manager
MDK

M:\ORLPK\080407 - SCADA ASSESSMENT\10-INITIATION\080407 PROPOSAL - SCADA ASSESSMENT.DOCX

AUTHORIZATION BY: _____

DATED: _____

Initial to include Option 1, or write "N/A" _____

Above signature implies acceptance of the attached STANDARD TERMS & CONDITIONS, Rev 2



STANDARD TERMS & CONDITIONS

(REV 2)

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. B&W Control Systems Integration, LLC is herein referred to as BWCSI, and the party with whom BWCSI is entering into this Agreement with is herein referred to as OWNER.
3. BWCSI may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the OWNER upon receipt of BWCSI's invoice for services. Payments to BWCSI after (60) consecutive calendar days from the date of BWCSI's invoice for services shall include an additional late payment charge computed at an annual rate of twelve percent (12%) from date of BWCSI's invoice; and BWCSI may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until BWCSI has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BWCSI shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BWCSI.
5. BWCSI agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by BWCSI's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BWCSI and the OWNER they shall be borne by each party in proportion to its negligence.
6. The OWNER acknowledges that BWCSI is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BWCSI agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, BWCSI shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BWCSI's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BWCSI's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation: General Liability: Automobile Liability:	Statutory Limits \$1,000,000 per claim \$2,000,000 aggregate \$1,000,000 combined single limit	Excess Umbrella Liability: Professional Liability:	\$5,000,000 per claim and aggregate \$5,000,000 per claim \$5,000,000 aggregate
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9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BWCSI and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of BWCSI or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BWCSI by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BWCSI's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BWCSI is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BWCSI. If such changes cause an increase or decrease in BWCSI's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by BWCSI shall be furnished without the written authorization of the OWNER.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BWCSI pursuant to this Agreement are instruments of service in respect to the project, and BWCSI shall retain the right of reuse of said documents and electronic media by and at the discretion of BWCSI whether or not the project is completed. Electronic copies of BWCSI's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BWCSI's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BWCSI for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BWCSI, and the OWNER shall indemnify and hold harmless BWCSI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
14. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: IL
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

B+W Control Systems Integration (Corporate Seal)
Business Name Wholly owned subsidiary of Baxter & Woodman, Inc.

Darrel R. Gavle
Signature

Darrel R. Gavle
Print or type name

President
Title

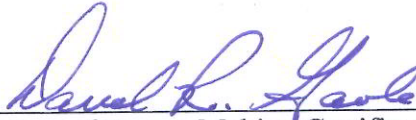
May 6, 2008
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

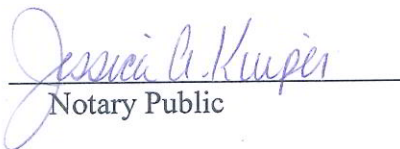
I, Darrel R. Gavle, being first duly sworn certify and say
that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Baxter & Woodman, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 6th Day
of May, 2008.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

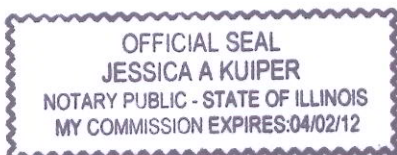
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Darrel R. Gavle, having submitted a proposal for
B+W Control Systems Integration (Name of Contractor) for
SCADA System Assessment (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 6th day of May, 2008.

Jessica A. Kuiper
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) 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.

C. 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. 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 the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and

Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

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

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor 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, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

David R. Gault
Marion J. Kusenko
May 6, 2008

TAX CERTIFICATION

I, Darrel R. Gavle, having been first duly sworn
depose and state as follows:

I, Darrel R. Gavle, am the duly
authorized

agent for B+W Control Systems Integration,
which has

submitted a proposal to the Village of Orland Park for

SCADA System Assessment and I hereby certify
(Name of Project)

that B+W Control Systems Integration is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in
accordance with procedures established by the appropriate
Revenue Act; or

b. it has entered into an agreement with the Department of
Revenue for payment of all taxes due and is currently in
compliance with that agreement.

By: Darrel R. Gavle

Title: President

Subscribed and Sworn to
Before me this 6th
Day of May, 2008

Jessica A. Kuiper





BWCSI References

Nick Menninga *General Manager*

Downers Grove Sanitary District, IL

Phone: (630) 969-0664 • nmenninga@dgsd.org

Work Performed: WWTP SCADA (work with iFIX), Security System/Network Camera installs, redundant SCADA servers in a large, multi-node (remote I/O) environment, advanced Allen Bradley PLC programming, SCO Unix install, Multiple Windows Server 2003 installations, Active Directory roll-out, Windows Storage Server (NAS), Network fiber upgrade, Network/IT administration, GIS, website development assistance (www.dgsd.org)

Most recent work: 2008

Rob Haley / Carmen Pedraza *Superintendent of Water / IT Supervisor*

Village of Mundelein, IL

Phone: (847) 949-3200/2166 • rhaley@mundelein-il.gov/cpedraza@mundelein-il.gov

Work Performed: IT Consulting for GIS and SCADA, All new Water SCADA system, including radio telemetry (dedicated lines replaced with licensed), Ethernet Radio Design & Installation, Control Systems design, Operator Interface Terminal (OIT) installation, SCADA (iFIX) System Installation.

Most recent work: 2008

Ross Hitchcock *Public Works Supervisor*

Village of Itasca, IL

Phone: (630) 773-5571 • rhitchcock@itasca.com

Work Performed: Web-based Municipal application (Intranet Service Request system), IT Consulting for Public Works, GIS, SCADA (Wonderware), Street Project website development (<http://itascastreet.bwcsi.com>).

Most recent work: 2008

Terry Siglinsky *Water Utility Manager*

City of Fort Atkinson, WI

Phone: (920) 563-7775 • tsiglinsky@fortatkinsonwi.net

Work Performed: Water SCADA system design/installation/maintenance (iFIX), PLC programming, radio telemetry, facility security.

Most recent work: 2008

Todd Steege *Regional Manager*

Industrial Network Systems (INS)

Phone: (847) 298-4777 Ext. 320 • tsteege@ins3.com

INS sells all of the GE/Intellution software (85% market share) for the area. Todd is a good general reference for the way we do business **compared to other systems integrators in the area** and is a good non-biased person to ask about our expertise.

Most recent work: Ongoing





BWCSI References

Tammy Hellings *Production Manager – Kankakee WTP*

Aqua Illinois, Inc.

Phone: (815) 935-6530 • thellings@aquaaamerica.com

Work Performed: SCADA system assessment and multiple improvement projects for WTP and SCADA remote water system sites; emergency service, maintenance, troubleshooting and repair.

Most recent work: 2008

Davis Clark *Director of Public Works*

Village of Round Lake, IL

Phone: (847) 546-0962 • dclark@eroundlake.com

Work Performed: Water and lift station SCADA system design/installation/maintenance (iFIX), Water control systems, PLC programming, computer/IT consulting & support, radio telemetry, Ethernet telemetry.

Most recent work: 2008

Jim Marquardt *Utility Director*

Pell Lake Sanitary District, WI

Phone: (262) 279-7961 • jim.marquardt@plsd1.com

Work Performed: Various projects for water, wastewater and lift stations. Instrumentation installation, IT Consulting for SCADA, Operator Interface Terminal (OIT) installation, PLCs (Allen Bradley), general electrical troubleshooting, SCADA Software (iFIX) & hardware upgrades, Water radio system installation, and training.

Most recent work: 2008

Rich Rinchich *Assistant Superintendent of Public Works*

City of Oak Forest, IL

Phone: (708) 535-4090 • rrinchich@oak-forest.org

Work Performed: Water SCADA system – replacement of existing proprietary controls and replacement of phone lines with FCC licensed VHF radio system.

Most recent work: 2007

Andy Warmus *Utilities Superintendent*

Village of Algonquin, IL

Phone: (847) 658-2754 Ext 420 • awarmus@algonquin.org

Work Performed: SCADA (iFIX) work, some computer/IT administration, handheld (PocketPC) device installation, extensive SCADA/IT training, advanced MS Access database programming and SCADA/Laboratory data tie-in (LIMS).

Most recent work: 2007



ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/7/2008

PRODUCER (847) 797-5700

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg, IL 60173

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **B&W Control Systems Integration, LLC**
8678 Ridgefield Road
Crystal Lake, IL 60012

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Travelers**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	P6303008M415COF08	5/1/2008	5/1/2009	EACH OCCURRENCE \$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	☐					PERSONAL & ADV INJURY \$ 1,000,000
	☐					GENERAL AGGREGATE \$ 2,000,000
	☐					PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		☐ POLICY ☒ PROJECT ☒ LOC				
A		AUTOMOBILE LIABILITY	P8103008M415PHX08	5/1/2008	5/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒	ANY AUTO				BODILY INJURY (Per person) \$
	☐	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒	HIRED AUTOS				
	☒	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐	ANY AUTO				OTHER THAN EA ACC \$
	☐					AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	PSMCUP3008M415TIL08	5/1/2008	5/1/2009	EACH OCCURRENCE \$ 5,000,000
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
	☐	DEDUCTIBLE				\$
	☒	RETENTION \$ 10,000				\$
	☐					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PHUB3008M41508	5/1/2008	5/1/2009	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: SCADA System Assessment

Proof of Insurance

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Daniel R. Hymas

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2007

PRODUCER (847) 797-5700
 Assurance Agency, Ltd.
 One Century Centre
 1750 E. Golf Road
 Schaumburg, IL 60173

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED B&W Control Systems Integration, LLC
 8678 Ridgfield Road
 Crystal Lake, IL 60012

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CNA

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	TCP1068883336	5/1/2007	5/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	BUA1068883353	5/1/2007	5/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP1068883367	5/1/2007	5/1/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1068883370	5/1/2007	5/1/2008	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See attached page.

CERTIFICATE HOLDER

Village Of Orland Park
 14700 S. Ravinia Avenue
 Orland Park, IL 60462-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



DESCRIPTION OF OPERATIONS -

B&W Control Systems Integration, LLC 8678 Ridgefield Road Crystal Lake, IL 60012	Village Of Orland Park 14700 S. Ravinia Avenue Orland Park, IL 60462-
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Job: SCADA System Upgrade

It is agreed that the certificate holder is added as Additional Insured on the General Liability as respects to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation applies in favor of the above listed additional insureds on the General Liability and Workers Compensation for this specific project.