CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0495 **Innoprise Contract #:** C19-0104

Year: 2019 **Amount:** $132,380.00

Department: Public Works - Ken Dado

Contract Type: Services

Contractors Name: Concentric Integration LLC

Contract Description: SCADA System Upgrade 2019

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org

ORLAND PARK

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

October 2, 2019

Mr. Christopher Sosnowski, PE
Concentric Integration, LLC
8678 Ridgefield Road
Crystal Lake, Illinois 60012

RE: *NOTICE TO PROCEED - SCADA System Upgrade 2019*

Dear Mr. Sosnowski:

This notification is to inform you that the Village of Orland Park has received all necessary contract documents in order for work to commence on the above stated project as of October 1, 2019.

Please contact Ken Dado at 708-403-6107 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated August 27, 2019 in an amount not to exceed One Hundred Thirty Two Thousand Three Hundred Eighty and No/100 ($132,380.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Bill Cunningham
Ken Dado

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
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July 18, 2019

Mr. Christopher Sosnowski, PE
Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, Illinois 60012

NOTICE OF AWARD – SCADA System Upgrade

Dear Mr. Sosnowski:

This notification is to inform you that on July 15, 2019, the Village of Orland Park Board of Trustees approved awarding Concentric Integration, LLC the contract in accordance with the proposal you submitted dated June 19, 2019 (Project No. 190578.50), for SCADA System Upgrade including SCADA Historian in an amount not to exceed One Hundred Thirty Two Thousand Three Hundred Eighty and No/100 ($132,380.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 1, 2019.

- Attached is the Contract for SCADA System Upgrade. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.

- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them directly to me along with the contract.

- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Please provide to ensure we have current information on file.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contract, Certificate of Compliance, and Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process.

Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Bill Cunningham
Ken Dado

Received
SEP - 3 2019
Finance Department

ORLAND PARK

SCADA System Upgrade 2019
(Contract for Services)

This Contract is made this **27th day of August, 2019** by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and CONCENTRIC 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 Proposal submitted June 19, 2019 (project #190578.50), to the extent it does not conflict with this contract
- Certificate of Compliance
- 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:

Main Pump Station server replacement, SCADA system software upgrades, installation of SCADA Historian and Business Intelligence Solution and ongoing support per the proposal dated June 19, 2019 (project #190578.50)

(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:

TOTAL: a lump sum in the amount of One Hundred Thirty Two Thousand Three Hundred Eighty and No/100 ($132,380.00) 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 upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion on or before October 31, 2019. This Contract shall terminate upon completion of the WORK, 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: To the extent caused by CONTRACTOR's negligence or intentional misconduct, CONTRACTOR will indemnify and hold the Village, its officers, agents and/or employees harmless for claims, actions and liabilities (including reasonable attorneys' fees, other costs of defense and court costs, but only to the extent the same would be recoverable under applicable law absent this agreement) asserted by third parties against the Village, its officers, agents and/or employees, resulting from the services performed by CONTRACTOR in the exercise of its professional responsibilities pursuant to this engagement and contract.

Concerning any claim, action, or liability, but only the extent that it is resulting from or caused by CONTRACTOR's negligence or intentional misconduct, 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. Concerning any claim, action, or liability not resulting from or caused by CONTRACTOR'S negligence or intentional misconduct, CONTRACTOR shall have no duty to indemnify, defend, and/or hold harmless The Village or 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.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the AGREEMENT 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
Purchasing & 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@orlandpark.org

To the CONTRACTOR:
Christopher T. Sosnowski, PE
President
Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, Illinois 60012
Telephone: 815-788-3600
Facsimile:
e-mail: csosnowski@goconcentric.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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very

short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: 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 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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	FOR: THE CONTRACTOR
By: Interim Village Manager	By: Christopher T. Sosnowski
Print Name: Thomas Dabrowski	Print Name: Christopher T. Sosnowski
Its: Interim Village Manager	Its: President
Date: 9-3-19	Date: 9/3/2019

CONCENTRIC
INTEGRATION

Project Proposal

June 19, 2019

Mr. Ken Dado
Utility Operations Manager
Village of Orland Park
15655 S. Ravinia Avenue
Orland Park, IL 60462

Subject: SCADA Server Upgrades

Concentric Project Number: 190578.50

Dear Mr. Dado:

The Orland Park SCADA system has served the Village well for many years. However, just like automobiles, reliability typically decreases as SCADA systems age. Components wear out and maintenance costs (both in time and money) increase. Moreover, available technology improves with time and typically offers greater efficiencies that were not available at the time the original SCADA system was designed. Orland Park is experiencing both of these trends in the Village's SCADA system.

First, the existing SCADA server is over five years old and experiencing periodic hardware failures. As a result, Village staff have to periodically remove and reseat critical system components just to get the server operational again. This problem is urgent. To address it, Concentric proposes to replace the SCADA server with a virtualized server managed by Village IT staff.

At the same time as the server upgrade, Concentric proposes to upgrade the iFix SCADA software running on the server. The existing software is several versions out of date and it will save time and cost to upgrade this software as part of the server upgrade rather than doing it later.

Thirdly, there is a remote access server located at the Police Department which provides remote connectivity to SCADA. Concentric proposes to consolidate this server into the proposed SCADA server virtual infrastructure. This consolidation option is available due to advancements in virtualization technology and should result in reduced management effort for the servers.

Lastly, once the server architecture and software have been brought up to current standards, the Village will be able to pursue greater operational insights. In keeping with the Village's existing capital plans, Concentric proposes to install the planned SCADA Historian. Implementing the Historian as part of the SCADA server infrastructure improvements, Orland Park will realize some economies of scale, thus reducing the overall cost to the Village. The Historian provides the capability to efficiently collect and store enormous amounts of operational data from SCADA. By implementing the Historian, the Village will be establishing the foundation for further analytics of their operational data, which is likely to lead to operational efficiencies.

Project Approach

Concentric is proposing a refreshed design for the Village's SCADA architecture to facilitate the improvements mentioned above. Our proposed solution seeks to consolidate the Village SCADA architecture in a single virtual platform, enhance system resiliency, and improve network security and disaster recovery.

Consolidate Village SCADA Architecture

Consolidation of the SCADA Application Server, SCADA Remote Desktop Server, and (optional) SCADA Historian into a single Virtual host server should minimize the costs of hardware, software, licensing, and ongoing support. In the existing architecture, each SCADA server runs on its own dedicated hardware. With modern virtualization capabilities, the hardware footprint can be reduced by running all SCADA servers on a shared virtual infrastructure.

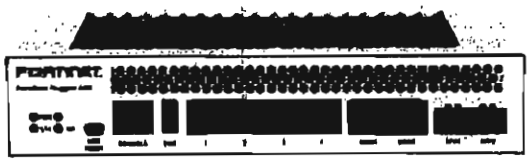
Enhance System Resiliency

By virtualizing the SCADA servers, Orland Park will enable the option to eventually implement SCADA server replication. Effectively this means two identical virtual SCADA servers could run in parallel. If the primary SCADA server failed, the parallel server could immediately take over until the primary was restored, resulting in zero downtime. The actual implementation of this replication is not included in this project, but this project establishes the foundation for that replication.

Improve Network Security and Disaster Recovery

Several infrastructure recommendations contained in this proposal are intended to improve the Village's SCADA network security and disaster recovery. These recommendations are informed by the Department of Homeland Security's current best practices.

One of the primary recommendations is to replace the existing Cisco ASA5505 firewall that protects the SCADA network. The firewall is currently nearing the end of its life. Concentric is recommending replacing this device with the FortiGate 60D with the Industrial Security Service (ISS) used to protect ICS / SCADA protocols. The ISS module understands and protects SCADA-specific traffic and will help to block unwanted, non-SCADA traffic from interfering with the Village's SCADA network.
During the course of this project, Concentric will also further enhance the separation of the SCADA servers from the administrative network by leveraging the new Fortinet firewall. We will review and adjust the firewall rules to isolate the SCADA network as much as possible while still permitting necessary functionality and accessibility from the administrative network.



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Another key recommendation to improve disaster recovery is to implement an automated SCADA backup architecture. While Village staff currently performs backups periodically, it is a better practice to automate these backups. Doing so allows for more frequent restore points and reduces the potential of data loss in the event of a disaster. The Village currently uses VEEAM for cloud-based backups of other key IT hardware. Concentric would work with Village staff to leverage VEEAM to also perform SCADA-related backups. The VEEAM configured SCADA backups would allow for rapid restoration in the event of an emergency.

Below is the specific scope of services recommended to carry out the aforementioned objectives.

Scope of Services

Equipment

Equipment Description

1. SCADA Software
   a. One (1) iFix 6.0 Unlimited Developer SCADA Server License
   b. Two (2) iFix 6.0 Thick Client Runtime Licenses
   c. One (1) iFix Terminal Services Unlimited Developer w/ 5 client License
   d. One (1) Upgrade to latest version of XLReporter
   e. One (1) Upgrade of WIN-911 Intermediate to the latest version
   f. One (1) Upgrade of existing IGS driver
   g. GE Acceleration Plan included through April 20, 2020 for the above GE licenses
2. One (1) Hewett Packard DL360 GEN10 (or equivalent) with the following:
   a. Two (2) Intel® Xeon® XEON-Silver 4214 Processers
   b. 64GB RAM
   c. RAID1 + RAID 5, Two (2) 480GB SSD (boot), Five (5) 600GB 10K RPM SAS Hot-plug Hard Drives (data storage)
   d. 12Gb/s SAS Controller
   e. ILO Advanced
   f. Dual, Hot Plug, Redundant Power Supply (1+1), 500W
   g. 5YR 24X7 FOUNDATION CARE DL360 SVCS GEN10

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3. Two (2) Dell Optiplex Dell OptiPlex 7000 7060 Desktop Computers (or equivalent)
   a. Intel Core i7 (8th Gen) i7-8700 3.20 GHz
   b. 16 GB DDR4 SDRAM
   c. 256 GB SSD
   d. Windows 10 Pro 64-bit (English/French/Spanish)
   e. Mini-tower - DVD-Writer DVD±R/±RW
   f. AMD Radeon RX 550 Graphics
   g. 3 Year Next Business Day Warranty
4. Two (2) FortiGate Rugged 60D with Enterprise Protection Bundle (includes FortiGuard Industrial Security Service).
5. Two (2) One year FortiCare 24 hour, 7 days a week support service with 4-hour hardware replacement contract.
6. Two (2) FR-TRAN-LX single mode fiber transceivers for the FortiGate Rugged 60D
7. Two (2) Ubiquiti AF-24HD-US AirFiber, 24GHz, 2Gbps wireless backhaul radios

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project
2. Host kickoff meeting at Orland Park Public Works prior to start of work

SCADA Hardware Upgrade

1. Configure the Virtual Host server for the following virtual servers:
   a. OPSC1 – SCADA Server
   b. OPSCRDS1 – SCADA Remote Desktop Server
   c. OPSCHIST1 – SCADA Historian
   d. OPSCBI1 – Vantagepoint server
2. Configure new virtual SCADA Server (replacement SCADA Server) with IFIX 5.9 software application and WIN-911 Intermediate.
3. Configure new virtual Remote Desktop Server (replacement RDS Server) with iFIX 5.9 software.
4. Install one (1) Yeastar VoIP PBX to replace the existing dialogic card to enable alarm phone notification. The existing POTS line will be connected to the PBX and the WIN-911 software will communicate via a SIP call to place phone calls.

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5. Install Microsoft Office on SCADA server and Remote Desktop Server.
6. Provide refreshed Visio-based network diagram at the conclusion of the project to the Village showing the resulting network architecture.
7. Replace existing thick client PC's with new Dell OptiPlex 7000 desktops.

SCADA Server Software Migration

1. Upgrade existing iFix application to iFix 5.9 (in a test environment) and then configure iFix 5.9 on three of the above virtual servers.
2. Provide licensing for iFix 6.0. We are installing version 5.9 because it has been proven stable, but the Village will own the licenses to version 6.0 if and when future upgrades are desired. When the time comes where version 6.0 has been proven stable, the cost to upgrade to it will be substantially lower because the Village already owns the proper licensing.
3. Develop into SCADA application indication and alarms notifying the connection status of both the fiber and Ubiquiti communication links between Public Works and the Main Pump Station.
4. Upgrade existing license of XLReporter to latest version. At the time of this writing, the latest version is 12. XLReporter will be installed on one of the thick client desktops.

Firewall Replacement

1. Program the Fortinet firewalls to provide the same level of access as the current Cisco 5505, migrating all firewall rules.
2. Review existing firewall configurations and revise firewall rules if necessary to meet best practices.
3. Activate Industrial Control Security Services to allow the firewall to identify and inspect SCADA-specific protocols.
4. Connect the two firewalls via the single mode fiber transceivers. Activate network monitoring for automatic failover between fiber network and wireless network paths.

(Optional) SCADA Historian and Business Intelligence (BI)

1. Provide, program, and configure Rockwell Historian SE and FactoryTalk Vantagepoint
   a. 500 point Historian SE license

b. Provide a three (3) named user Vantagepoint license to allow access to BI tools and trending. The three named users will be chosen by Orland Park at the kickoff meeting.

c. Configure data model for historical information and trending.

   a. Data model design will be a collaborative effort with Village staff. The data model design meeting will be scheduled at the kickoff meeting. Participants in the data model design meeting will be identified at the kickoff meeting as well.

   b. Tags currently historized in iFix will be brought into the FactoryTalk Historian data model as part of this project. Prior data will be kept in iFix classic historian and will not be rolled into FactoryTalk Historian as part of this project.

d. Provide two, 2-hour training classes onsite. One class is intended for basic user functions and use of the portal and historian tools. The other class is for "power users" to learn how to create/modify dashboards and trends.

e. Dashboard creation capability will be established as part of this project. Dashboards themselves will not be created as part of this project, but could be created as part of future collaborations. With proper training, Village staff would also have the capability to create their own dashboards.

Concentric Assumptions / Owner Responsibilities

1. Owner will provide all required Microsoft Licensing for this project
2. Owner will provide all required Antivirus Licensing for this project
3. Owner will provide and configure centralized backup solution for new SCADA environment
4. Owner will provide server rack in Public Works to install new virtual SCADA server. KVM, if desired, is the responsibility of the Owner and is not included in this project. It is assumed that Owner has sufficient UPS capacity in the server rack provided.
5. Owner will provide network switch or utilize existing network hardware.
6. Owner will be installing and configuring the Ubiquiti airFiber wireless backhaul system (though the Ubiquiti devices are being provided by Concentric). In the event that programming or installation is needed, Concentric will work with the Owner to perform the work under a separate contract.
7. Concentric assumes based on assurances from Owner that clear line of site exists between Public Works and the Main Pump Station sites. If line of site is not clear, communication problems are likely to occur. Line of site communication problems, should they occur, are responsibility of Owner to rectify.

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8. Owner will provide site access for installation, programming, and startup during Owner's normal business hours. Work outside of Owner's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
9. Owner understands that all existing equipment to remain is assumed to be in good, working order, except for existing SCADA server. In the event that any other equipment does not perform as-expected, Concentric will work with the Owner to repair, as-needed, under a separate contract.
10. Owner will dispose of/recycle any removed equipment.
11. Owner understands that warranty on materials will be provided strictly by the manufacturer. No additional labor or materials warranties are provided by Concentric.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the attached Standard Terms & Conditions document (Paragraph 13):

☐ DOES apply
☒ DOES NOT apply

Fee

Our fee for the above scope is a lump sum of $94,450 with an optional add-on of an additional lump sum of $37,930, totaling $132,380.

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

Terms & Conditions

Refer to attached Standard Terms & Conditions document.

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Acceptance

If this proposal is acceptable, please select ONLY ONE option below, digitally a copy, and electronically return to us. Feel free to contact me if you have any questions.

#1☐	SCADA Server Upgrade Only	$94,450
#2☒	SCADA Server Upgrade w/ SCADA Historian and Business Intelligence Solution	$132,380

Sincerely,

CONCENTRIC INTEGRATION, LLC

Nicholas Paradiso, PE
Lead Automation Engineer
NAP

Christopher T. Sosnowski, PE
President
CTS

VILLAGE OF ORLAND PARK

ACCEPTED BY: _____

TITLE: Interim Village Manager

DATE: 9-3-19

Above signature implies acceptance of the attached **STANDARD TERMS & CONDITIONS**

CONCENTRIC
INTEGRATION

Standard Terms & Conditions

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. Concentric Integration is herein referred to as Concentric, and the party with whom Concentric is entering into this Agreement with is herein referred to as Owner.
3. Concentric may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner upon receipt of Concentric's invoice for services. Payments to Concentric after sixty (60) consecutive calendar days from the date of Concentric's invoice for services shall include an additional late payment charge computed Owner an annual rate of twelve percent (12%) from date of Concentric's invoice; and Concentric may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Concentric 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, Concentric 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 Concentric.
5. Concentric 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 Concentric'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 Concentric and the Owner they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Concentric 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 Concentric 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, Concentric 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 Concentric's negligence in the performance of services under this Agreement. The Owner shall be named as an additional insured on Concentric's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	$5,000,000 per claim and aggregate
General Liability:	$1,000,000 per claim / $2,000,000 aggregate	Professional Liability:	$5,000,000 per claim
Automobile Liability:	$1,000,000 combined single limit		$5,000,000 aggregate

9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Concentric 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 Concentric 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 Concentric by their insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Concentric'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. Concentric 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 Concentric. If such changes cause an increase or decrease in Concentric'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 Concentric shall be furnished without the written authorization of the Owner.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Concentric pursuant to this Agreement are instruments of service in respect to the project, and Concentric shall retain the right of reuse of said documents and electronic media by and at the discretion of Concentric whether or not the project is completed. Electronic copies of Concentric'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, Concentric'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 Concentric for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Concentric, and the Owner shall indemnify and hold harmless Concentric from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Concentric warrants that the services provided for under this Agreement will be completed in a good and workmanlike manner in accordance with applicable codes, ordinances, regulations or other legal Owner. For a period of one (1) year after the Owner receives beneficial use of the installation, Concentric will provide a limited warranty to the Owner for any defect due to improper materials or workmanship supplied by Concentric. Any such warranty provided to Owner shall be provided by Concentric without expense to the Owner for the one (1) year period described herein. CONCENTRIC'S WARRANTY IS A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF BENEFICIAL USE OF THE INSTALLATION. This warranty is limited to only defects in material and workmanship on products purchased and fully installed by Concentric and excludes defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Concentric 's control, as determined by Concentric, and all manufacturer's products or workmanship as covered by their respective warranties. For manufacturer's products or workmanship, Concentric will deliver to Owner all manufacturers' warranties of products. IN CONSIDERATION OF THE LIMITED WARRANTY CONTAINED HEREIN THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH WARRANTY REPLACES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Concentric's warranty is limited to repair or replacement of a defective product without cost to the Owner. OWNER WAIVES ALL CLAIMS TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. This limited warranty extends only to the Owner and not to subsequent buyers/owners. Owner must give written notice of a defect within the one (1) year warranty period described above. In the event of any dispute between the Owner and Concentric, such dispute shall be resolved in accordance with these Standard Terms & Conditions and the Agreement.
14. 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.
15. 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.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Received
OCT - 1 2019
Finance Department

The undersigned Michael D. Klein, as Vice President of Operations
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Concentric Integration LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [x] No [ ]

Federal Employer I.D.#: 36-4334596
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
_x_ LLC
___ Corporation _____ _____
(State of Incorporation) *(Date of Incorporation)*

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No [ ]

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [x] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4). EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [x] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) TAX CERTIFICATION: Yes [x] No [ ]

Proposer is current 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Michael D Klein

Signature of Authorized Officer

Michael D. Klein

Name of Authorized Officer

Vice President of Operations

Title

9/13/19

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
650 Dundee Road
Suite 170
Northbrook IL 60062

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Valley Forge Ins Co	20508
INSURER B :	Continental Insurance Company	20478
INSURER C :	Continental Casualty Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Baxter & Woodman Systems Integration, LLC
D/B/A Concentric Integration
8678 Ridgefield Road
Crystal Lake IL 60012

COVERAGES **CERTIFICATE NUMBER:** CL18122196446 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] primary/non contributory [X] subject to written contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6045872351	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6045872348	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							combined single limit	$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			6045872365	01/01/2019	01/01/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6045872379	01/01/2019	01/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			AEH591900841	01/01/2019	01/01/2020	Per Claim	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Main Pump Station server replacement, SCADA system software upgrades, installation of SCADA Historian and Business Intelligence Solution and ongoing support per the proposal dated June 19, 2019 (project #190578.50).The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are included as additional insureds per blanket endorsement as respect GL/Auto, subject to written contract requiring same. Waiver of subrogation applies GL/WC.

CERTIFICATE HOLDER

Village of Orland Park
14700 South Ravinia Avenue
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MB Christie

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