

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-18 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR THE 2020 RISK AND RESILIENCY ASSESSMENT IN AN AMOUNT NOT-TO-EXCEED \$37,300**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 7th day of May, 2020



Lynn Curiale, City Clerk

SEAL



Resolution #R-20-18

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR THE 2020 RISK AND RESILIENCY ASSESSMENT IN AN AMOUNT NOT-TO-EXCEED \$37,300

Passed: May 7, 2020
Published in Pamphlet Form: May 8, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-20-18

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR THE 2020 RISK AND RESILIENCY ASSESSMENT IN AN AMOUNT NOT-TO-EXCEED \$37,300

Passed and approved by the City Council of the City of Wood Dale on May 7, 2020 and hereby published in pamphlet on May 8, 2020



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-18

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR THE 2020 RISK AND RESILIENCY ASSESSMENT IN AN AMOUNT NOT-TO-EXCEED \$37,300

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks **ROBINSON ENGINEERING** for the **2020 RISK AND RESILIENCY ASSESSMENT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **ROBINSON ENGINEERING**, the Mayor and the City Council find **ROBINSON ENGINEERING** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 7th day of May, 2020.

AYES: Alderman Catalano, Susmarski, E. Wesley, Messina, Woods, Sorrentino, Jakab

NAYS: None

ABSENT: R. Wesley

APPROVED this 7th day of May, 2020.

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk



Municipal Expertise. Community Commitment.

Steven G. Zehner, PE, LEED AP
Cell: (815) 394-9050 Cell
Email: szehner@reltd.com

January 6, 2020

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Attn: Mr. Alan Lange, Director of Public Works

RE: Proposal for Professional Engineering Services
Risk and Resiliency Assessment- Water System

Dear Alan:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Risk and Resiliency Assessment of the City's water distribution system. REL appreciates this opportunity to participate in this project with the City of Wood Dale. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Wood Dale is conducting a water system risk and resilience assessment (RRA) of its physical operational assets and cyber network in compliance with America's Water Infrastructure Act (AWIA). The assessment is designed to determine Wood Dale's vulnerabilities to malevolent acts, natural hazards, and proximity and dependency risks. The objective is the development of an RRA that meets all AWIA requirements and provides Wood Dale with the documentation to develop the required emergency response plan internally.

Included in this proposal are the following: Project Overview, Scope of Services, Services not Included, Payment Terms, Schedule, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The City of Wood Dale intends to comply with Section 2013 of the America's Water Infrastructure Act (AWIA) and has requested professional services related to updating their existing vulnerability assessment and general compliance with the AWIA.

2. SCOPE OF SERVICES- RISK & RESILIENCY ASSESSMENT INCLUDING CYBERSECURITY ASSESSMENT

- A. Review existing Wood Dale-provided reports and information including the following:
- Existing Emergency Response Plan including provisions for training exercises
 - Hazard-specific plans
 - Plans to address critical customers
 - Business continuity plan
 - Information technology (IT) disaster recovery plan
 - Local hazard mitigation plan
 - Facility-specific plans and design drawings
 - Current utility system information

- B. Conduct up to two one-day site visits for a visual condition assessment of Wood Dale's water supply, treatment, storage, and pumping facilities.
- C. Conduct up to three workshops with Wood Dale to discuss the risk and resiliency assessment and to gather information about procedures and functions of Wood Dale's water system.
- D. Conduct a risk and resiliency assessment in accordance with America's Water Infrastructure Act of 2018 using American Water Works Association (AWWA) - and United States Environmental Protection Agency (USEPA) - designated methods such as AWWA standards J100, G430, and G440 and the USEPA Vulnerability Self-Assessment Tool (VSAT). The assessment will be based on four major facility types (water supply transmission pipelines, water distribution mains with high consequence of failure, pump stations, and finished water storage) and up to ten reasonable threats identified by the AWWA J100 standard.
- E. Review existing water system IT infrastructure including any IT interconnects and collect Wood Dale-supplied data to prepare the AWWA cybersecurity assessment.
- F. Communicate with Wood Dale's supervisory control and data acquisition (SCADA) system consultant to collect data on how the SCADA system has been developed and what cybersecurity measures are in place.
- G. Develop a one-line diagram of Wood Dale's water system IT infrastructure and review with Wood Dale during one of the workshops listed above.
- H. Prepare a draft report summarizing the assessment including potential improvements with opinions of probable cost and potential implementation schedule and provide to Wood Dale for review.
- I. Incorporate Wood Dale's review comments as appropriate and prepare up to three hard copies of the updated report to Wood Dale, including a completion letter in accordance with America's Water Infrastructure Act of 2018 standards.

3. SERVICES NOT INCLUDED

The following services are not included in this Proposal. If such services are required, they shall be provided as at a mutually agreed upon fee before execution.

- A. Additional Site Visits and/or Meetings: Additional Wood Dale-required site visits or meetings will be provided through an amendment to this Agreement or through a separate proposal with Wood Dale.
- B. Drawings and Specifications: Final design services including drawings and specifications, if provided by REL, will be provided through an amendment to this Agreement or through a separate proposal with Wood Dale.

4. PAYMENT TERMS

For the above scope of services, REL proposes a lump sum fee of \$37,300. This fee is based on our understanding of the project and experience with similar projects. If the existing vulnerability assessment report previously prepared is available for review, the fee could be reduced by as much as \$5,000.

5. SCHEDULE

Services will begin upon execution of this proposal, which is anticipated after December 31, 2019. Services are scheduled for completion before June 30, 2021.

6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call or email with any questions regarding this proposal, or if any additional information is needed.

Respectfully yours,
ROBINSON ENGINEERING, LTD.



Steven G. Zener, PE, LEED AP
Senior Project Manager
JSP/pc

O:\Water and Wastewater Department\Proposal Resources\Water\RRA\Wood Dale Proposal RRA.docx

Accepted this 7th day of May, 2020.

By: Annunziato Pulia
Signature
Mayor
Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Annunzio Relic

Date: 5-7-2020