

**INTERGOVERNMENTAL AGREEMENT
AMONG THE COUNTY OF LAKE, AND THE VILLAGE OF ANTIOCH, THE
VILLAGE OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE
VILLAGE OF GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE
VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE
OF BUFFALO GROVE, AND THE VILLAGE OF WHEELING, FOR THE EQUALLY
SHARED COSTS OF MAINTAINING AND RECERTIFICATION OF THE EXISTING
QUIET ZONE CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD**

THIS AGREEMENT entered into this , day of _____, A.D. 20____, by and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as ANTIOCH, the VILLAGE OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as LAKE VILLA, the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as ROUND LAKE BEACH, the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as GRAYSLAKE, the VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LIBERTYVILLE, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF BUFFALO GROVE, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BUFFALO GROVE, the VILLAGE OF WHEELING, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as WHEELING. The COUNTY, ANTIOCH, LAKE VILLA, ROUND LAKE BEACH, GRAYSLAKE, LIBERTYVILLE, MUNDELEIN, VERNON HILLS, BUFFALO GROVE, and WHEELING are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The CANADIAN NATIONAL RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, (Public Law No. I 03-440) hereinafter referred to as the ACT, directed the Federal Railroad Administration,

hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE (70 Federal Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet zone corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet zone corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the CORRIDOR consists of all at-grade crossings along the Canadian National Railroad line from the Wisconsin border to, but not through, the Village of Prospect Heights, Illinois, which include all of the PARTIES to THIS AGREEMENT; and,

WHEREAS, the PARTIES cooperated in 2006 leading to the creation of the initial quiet zone in the CORRIDOR, and the recertification of the quiet zone in 2011; and,

WHEREAS, the quiet zone as established in 2011 under the FINAL RULE must be recertified; and,

WHEREAS, the recertification process will require an evaluation of the system to determine that eligibility requirements are met under the FINAL RULE; and,

WHEREAS, the PARTIES have determined it is desirable to pursue a cooperative approach to maintain the existing quiet zone corridor as a more acceptable alternative to the mandatory sounding of the train horns; and,

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the initial work on continuing the quiet zone corridor; and

WHEREAS, the initial work will focus on evaluating the current at-grade railroad crossings along the CORRIDOR and proposing the installation of supplemental and/or alternative safety measures included in the FINAL RULE; and,

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract, to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act of 1973 (5 ILCS, 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State,

including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. BUFFALO GROVE agrees to serve as the Lead Agency for the Lake County Quiet Zone Administration Services (STUDY) and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering Inc., hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all PARTIES for said STUDY.

The STUDY shall be identified as the proposal submitted by CONTRACTOR dated April 11, 2025. Said proposal was accepted on behalf of the PARTIES to THIS AGREEMENT by the President and Board of Trustees of BUFFALO GROVE on April 21, 2025, a copy of which is attached to THIS AGREEMENT as Exhibit A.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled "Proposal to Provide Professional Engineering Services to Buffalo Grove, for Lake County Quiet Zone Administration, RINA Proposal Number 24PTRTM0026" and dated April 11, 2025 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$219,000.00.

4. It is mutually agreed by and among the PARTIES hereto that the total amount to be divided equally between the PARTIES shall not exceed \$219,000.00.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BUFFALO GROVE an amount not to exceed \$21,900.00.

6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and upon execution of THIS AGREEMENT, the PARTIES shall each pay to BUFFALO GROVE within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, in a lump sum, an amount equal to seventy- five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payments to BUFFALO GROVE, upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and receipt of an invoice from BUFFALO GROVE, from each of the other PARTIES shall be in an amount not to exceed \$16,425.00.

The PARTIES further agree that each shall pay to BUFFALO GROVE the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payment to BUFFALO GROVE shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, upon completion of the STUDY. The final payments to BUFFALO GROVE upon completion of the STUDY and receipt of an invoice from BUFFALO GROVE shall be in an amount not to exceed \$5,475.00 plus any additional approved expenses, from each of the other PARTIES hereto.

The PARTIES further agree that any requests by any of the PARTIES to have the CONTRACTOR perform any additional services for the benefit of only one of the PARTIES shall pay to BUFFALO GROVE the amount of that service.

7. A PARTY may terminate THIS AGREEMENT by resolution of its corporate authorities. A certified copy of any such terminating resolution shall be filed with BUFFALO GROVE within thirty (30) days after its passage. In the event of termination as to one PARTY, THIS AGREEMENT shall remain binding as to the remaining PARTIES.

Notwithstanding such termination, a terminating PARTY shall remain liable and responsible for paying all fees for service for their share of the costs of the STUDY as set forth in Sections 5 and 6 above.

8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BUFFALO GROVE executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS

AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.

10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or form creating or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
14. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. No PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.

17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.

ATTEST:

Village Clerk
Village of Buffalo Grove

VILLAGE OF BUFFALO GROVE

By: _____
Village President
Village of Buffalo Grove

Date: _____

ATTEST:

Village Clerk
Village of Antioch

VILLAGE OF ANTIOCH

By: _____
Village President
Village of Antioch

Date: _____

ATTEST:

Village Clerk
Village of Lake Villa

VILLAGE OF LAKE VILLA

By: _____
Village Mayor
Village of Lake Villa

Date: _____

ATTEST:

Village Clerk
Village of Round Lake Beach

VILLAGE OF ROUND LAKE BEACH

By: _____
Village Mayor
Village of Round Lake Beach

Date: _____

ATTEST:

Village Clerk
Village of Grayslake

VILLAGE OF GRAYSLAKE

By: _____
Village Mayor
Village of Grayslake

Date: _____

ATTEST:

Village Clerk
Village of Libertyville

VILLAGE OF LIBERTYVILLE

By: _____
Village Mayor
Village of Libertyville

Date: _____

ATTEST:

Village Clerk
Village of Mundelein

VILLAGE OF MUNDELEIN

By: _____
Village Mayor
Village of Mundelein

Date: _____

ATTEST:

Village Clerk
Village of Vernon Hills

VILLAGE OF VERNON HILLS

By: _____
Village President
Village of Vernon Hills

Date: _____

ATTEST:

Village Clerk
Village of Wheeling

VILLAGE OF WHEELING

By: _____
Village President
Village of Wheeling

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 21st day of April 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Patrick Engineering Inc.
55 East Monroe
Suite 3450
Chicago, IL 60603
Attn: Timothy O'Connor
Phone: 630-335-6698
Email: timothy.oconnor@rina.org

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the appropriate standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees but only to the extent arising in whole or in part or in consequence or caused by the negligent acts, errors or omissions or willful misconduct in the performance of this work by the Firm, its employees, or subcontractors, and except to the extent arising out of the sole legal cause of the Village, its officials, agents or employees. The Firm shall, at its own expense, appear and defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees against any such claims, suits, or proceedings to the extent arising out of the Firm's negligent acts, errors, or omissions or willful misconduct, and shall, at its own expense, satisfy and discharge the same and pay all reasonable attorneys' fees, costs, and expenses incurred in connection therewith. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided, but solely to the extent of the obligations stated in this Section.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.

- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 24 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Patrick Engineering Inc.
55 East Monroe
Suite 3450
Chicago, IL 60603
Attn: Timothy O'Connor
Phone: 630-335-6698
Email: timothy.oconnor@rina.org

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- N. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Agreement, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- O. **Regulatory Changes.** In the event that any statute, regulation, executive order, action or inaction of any governmental unit, governmental directive, grant condition, or legal requirement applicable to the Services is enacted, amended, repealed, suspended, or otherwise materially changed after the date of this Agreement, and such change materially affects either party's ability to perform its obligations under this Agreement as originally contemplated, or materially increases the cost, burden, or risk of performance, the affected party shall promptly notify the other party in writing. The parties shall negotiate in good faith to amend this Agreement to equitably address the impact of such change. If the parties are unable to agree upon an appropriate amendment within forty-five (45) calendar days following such notice, either party shall have the right to terminate this Agreement without penalty or further liability upon written notice to the Village.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____

Dane Bragg, Village Manager

Date: _____

5/14/2025

Firm Patrick Engineering Inc.

By: Carole Morey

Carole Morey
Title: Executive Vice President

Date: May 12, 2025

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

Attach RFQ Response documents

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

Exhibit C. Insurance

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Agreement and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:

a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Firm assumes liability for injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier, or any other person, and for damage to property sustained by any person or persons, occasioned by or in any way arising out of any work performed pursuant to this Agreement, subject to and consistent with the indemnity and limitation of liability provisions set forth in the body of the Agreement.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



April 11, 2025

Mr. Kyle Johnson
Village of Buffalo Grove

Subject: Proposal to Provide Professional Engineering Services to Buffalo Grove, for Lake County Quiet Zone Administration

Reference: RINA Proposal Number 24PTRTM0026

Dear Mr. Johnson:

RINA is pleased to present this proposal to the Village of Buffalo Grove (Village) to provide Engineering Services relating to the Study, Administration and 2027 recertification of the current Quiet Zone between MP 27.37 and MP 56.04 on the Wisconsin Central (WC) Waukesha Subdivision in Lake County, Illinois.

In 2022, Patrick Engineering Inc. was acquired by RINA Consulting S.p.A, the subsidiary of the RINA Group operating in multiple engineering sectors worldwide with thousands of RINA employees around the globe. For the first 18 months, Patrick Engineering Inc. continued to do business under its historic name, but starting in July 2024, Patrick Engineering Inc. is now doing business under the brand name and logo of "RINA". This is the name you will see on marketing and operations materials going forward. However, our legal entity remains "Patrick Engineering Inc." (Patrick) and official legal and financial documents will be signed under that name (including this proposal) until the name change is legally formalized in due course.

Patrick understands that the Village is the administrator of the Lake County Corridor Quiet Zone. This proposal was requested by the Village in reaction to the recertification process ending in 2024. The Village is looking for assistance and recommendations on the management and improvements of the existing quiet zone leading up to the next recertification process in two (2) years. As part of this proposal, Patrick will perform the investigation and analysis of the existing conditions, reviewing any changes to the Quiet Zone over the next two (2) years to recertify the current Quiet Zone to meet the requirements in Title 49 Code of Federal Regulation (CFR) Part 222 and then to recertify the existing quiet zone in 2027.

Patrick proposes the following scope of services, budget, and schedule to meet the requirements of Title 49 CFR 222 and recertify the current Quiet Zone between MP 27.37 and MP 56.04 along the WC Waukesha Subdivision.

SCOPE OF SERVICES

The following tasks will be performed by Patrick Engineering Inc. (Patrick):

Quiet Zone Study

Task 1: Meetings and Coordination

1. Patrick will meet with the Village and/or Corridor Task Force in person for up to two (2) meetings to discuss scope and findings of the Corridor Study.

Village of Buffalo Grove, Lake County Quiet Zone
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Task 2: Corridor Review

1. Patrick recommends complete inspection of the corridor to identify the existing conditions. Patrick will complete one (1) onsite review of the sixty (60) public, private and pedestrian crossings in the corridor to confirm all existing conditions and update all the Grade Crossing Inventory Forms as needed.
2. Patrick will use the field data to create a crossing matrix used to track the conditions of each crossing to be modified throughout the project duration as conditions change.
3. FRA requires traffic counts to be kept current for each certification. An updated traffic count will be completed for all thirty-six (36) public crossings as part of this task by a Patrick Subconsultant. We would like to have a subconsultant collect all data for consistency and accuracy. Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted to the FRA to maintain up-to-date records for each crossing.

Task 3: Risk Analysis

1. Patrick will complete one (1) Quiet Zone calculator scenario of the existing conditions, updated traffic count, and accident reports to confirm the corridor meeting the FRA standards after the latest improvements and recertification.
2. It is assumed that the corridor will meet the FRA requirements since it was just recertified in 2024. However, it is a possibility that increases in traffic volumes and/or recent accidents may have contributed to an increased risk of the Quiet Zone Corridor. If Patrick determines that the risk is no longer in compliance with the FRA requirements for obtaining Quiet Zone Status, Patrick will complete additional scenarios for reducing risk along the WC Waukesha Subdivision from Wheeling to Antioch to determine the preferred scenario for FRA recertification.
3. Even if the Quiet Zone does meet the FRA requirements, Patrick will provide the Village with crossings that provide the highest level of risk and provide new calculations showing potential improvements.
4. Patrick will summarize findings in a matrix and review the findings with the Village and/or the Task Force Agencies.

Task 4: Recommendation Memorandum

1. Patrick will develop a memorandum for the Village providing a summary of the existing conditions, tabulated maintenance items needed for coordination with the governing municipality, and potential improvements with order of magnitude cost estimates that can be considered throughout the corridor to maintain the appropriate risk index or to lower the risk to mitigate safety concerns and recertification issues in the future.

Quiet Zone Administration

Task 1: Meetings and Coordination



1. Over the next two (2) years, Patrick will maintain coordination with the Village and Corridor Task Force Communities to maintain an up-to-date quiet zone crossing database.
2. Patrick will meet with the Village and/or Corridor Task Force in person for up to three (3) meetings to discuss corridor improvements and updates over the next three years.
3. Patrick will meet with the Village and/or Corridor Task Force via teleconference for a quarterly check-in meeting.
4. Patrick will meet individually with municipalities via teleconference to discuss improvements and potential Quiet Zone Impacts when projects and modifications are being planned or discussed.
5. As part of this task, Patrick will work with all the communities to update the existing IGA.

Task 2: Corridor Review

1. Patrick recommends completion of an annual inspection of the corridor to identify the existing conditions. Patrick will complete one (1) onsite annual review of the sixty (60) public, private and pedestrian crossings in the corridor to confirm each crossing is meeting the quiet zone requirements.
2. Patrick will inform the municipalities of any maintenance required at the crossings and provide any engineering assistance they require to return the crossing to standard.

Task 3: Improvement Review

1. Patrick will assist the municipalities by reviewing any improvement plans at crossings in the corridor to determine the planned improvements' impact on the quiet zone corridor's risk index.
2. Patrick will perform a risk analysis of the modified crossing for the existing and proposed conditions.
3. Patrick will perform a site inspection after the proposed improvements are implemented to confirm the constructed improvements meet the planned safety requirements.
4. Patrick will update the Crossing Inventory of the improved crossing and update the corridor risk index to incorporate the new improvements.

Task 4: Incident and Traffic Analysis

1. Patrick understands that over the next two (2) years, incidents may occur at crossings in the corridor at any time. An incident at a crossing can increase the risk at the crossing and may raise the risk index above the Quiet Zone Threshold. Patrick assumes the Villages will provide incident reports at each crossing over the last five (5) years.
2. Patrick will perform quarterly reviews and analysis of new incidents and determine the impact the reported incident has on the risk index of the quiet zone.
3. Patrick assumes that the traffic counts performed at the beginning of the project will be sufficient for the risk analysis throughout the two (2) year project. However, if the Village anticipates a significant change in traffic patterns due to crossing improvements such as grade separations drawing traffic from adjacent crossings or development projects increasing traffic in the area, Patrick will work with the municipality to adjust the risk index of the crossings in question.

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4. As part of this task, Patrick will assist the Village and the other communities in submitting the Speed Study Waiver due in March 2027 for the September Extension. Patrick anticipates that the County has or will perform the majority of the traffic studies and application, but will need incident data and other information from the communities to complete the application.

Quiet Zone Recertification 2026

Task 1: Meetings and Coordination

1. Patrick will meet with the Village and/or Corridor Task Force via teleconference to provide a schedule and scope for the recertification process.

Task 2: Corridor Review

1. Within the limits of the existing quiet zone, there are sixty (60) public, private and pedestrian crossings along the corridor. This task shall be to inventory, describe, and map the locations of these crossings again in preparation for the FRA Recertification Package. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.
2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the sixty (60) public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to update a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zone. This matrix will be helpful to identify any improvements made since the last affirmation.
4. The updated inventory forms will be submitted as part of the recertification package.

Task 3: Risk Analysis

1. Patrick will complete one (1) Quiet Zone calculator scenario of the risk that the corridor is qualifying for when including the recent improvements. This corridor risk assessment will be performed after the field inspection and will include any recent roadway improvements constructed for any of the crossings in the corridor.
2. It is assumed that the corridor will be approved based on the continuous review of the quiet zone keeping the information and risk analysis up to date. However, it is a possibility that increases in traffic volumes and/or recent accidents may have contributed to an increased risk of the Quiet Zone Corridor. If Patrick determines that the risk is no longer in compliance with the FRA requirements for obtaining Quiet Zone Status, Patrick will complete up to three (3) additional



scenarios for reducing risk along the Wheeling to Antioch Corridor to determine the preferred scenario for FRA recertification.

3. Patrick will summarize findings in a matrix and review the findings with the Village and/or the Task Force Agencies.

Task 4: FRA Recertification Package

1. Patrick will develop and submit a draft package for review. This package includes a cover letter; affirmation that the crossing continues to conform to the requirements of Appendix A of Title 49 CFR 222; and up-to-date, accurate and complete Grade Crossing Inventory forms for the sixty (60) public, private and pedestrian crossings in the corridor.
2. With approval from the Task Force, Patrick will submit the recertification packages to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent via certified mail, return receipt requested per the FRA's requirements.

Task 5: FRA Documentation

1. If needed, Patrick will develop an Alternative Supplemental Safety Measure Application for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.
2. Patrick will develop one Amended Notice of Recertification for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.

Project Management

1. Patrick will manage the schedule, deliverables, and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

Assumptions

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as an additional service or under separate contract:

1. Task Force Agencies will provide updated accident reports for public crossings in the corridor.
2. Task Force Agencies will communicate any planned improvements in the quiet zone.
3. Diagnostic meetings are not required as part of the recertification process.
4. Participating in public involvement, council presentations and public hearings is not anticipated.
5. Recommended roadway and median improvements will not be designed under this contract.
6. A topographic survey will not be needed as part of the recertification process.

Preliminary Schedule

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Upon Notice to Proceed (NTP), Patrick will be able to meet with the Village within one week to kick-off the project. The first task will be to complete the updating of the IGA between the communities. The Quiet Zone Study portion of the scope will be planned to start in the fall once traffic counts are able to be obtained (during active school season). Patrick will plan site visits around that time. Patrick anticipates the draft memorandum to be provided to the Village by December 2025. Patrick will be able to assist the Quiet Zone Administration Tasks immediately after the kickoff meeting. The Quiet Zone recertification will begin in the summer of 2026 with anticipation of the final FRA package to be sent by the Village in August 2026 to meet the three (3) year recertification schedule.

It should be noted that some FRA requirements may require six months or more for processing crossing improvement data before issuing approval to proceed with the implementation plan for a quiet zone.

Budget

We propose to complete scope described on a Time and Materials with a not-to-exceed fee as follows:

Task Description	Cost Per Task
Quiet Zone Study	\$65,700
Task 1: Meetings and Coordination	\$1,600
Task 2: Corridor Review	\$49,300
Task 3: Risk Analysis	\$5,000
Task 4: Recommendation Memorandum	\$9,800
Quiet Zone Administration	\$67,300
Task 1: Meetings and Coordination	\$22,300
Task 2: Corridor Review	\$13,300
Task 3: Improvement Review	\$8,800
Task 4: Incident and Traffic Analysis	\$22,900
Quiet Zone Recertification 2027	\$32,200
Task 1: Meetings and Coordination	\$1,600
Task 2: Corridor Review	\$13,300
Task 3: Risk Analysis	\$5,000
Task 4: FRA Recertification Package	\$8,200
Task 5: FRA Documentation	\$4,100
Project Management	\$10,000
Contingency – 25%	\$43,800
Total	\$219,000

Additional scope not identified in this proposal but requested by the Village on behalf of the Task Force Agencies will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

Village of Buffalo Grove, Lake County Quiet Zone
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This proposal may only be modified in writing. If the proposal satisfactorily meets the Village and Task Force Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. We will return an executed copy for your files. This proposal will be open for acceptance within 90 days of the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Task Force Agencies along the Lake County Quiet Zone Corridor. Please feel free to call either of us at (630) 335-6698 if you have any questions or need any additional information.

Sincerely,

PATRICK ENGINEERING INC.

A handwritten signature in black ink, appearing to read "Tim O'Connor".

Timothy O'Connor, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Earl Wacker".

Earl Wacker
Director Rail & Transit Practice

Attachments: Client Project Agreement and 2024 Fee Schedule

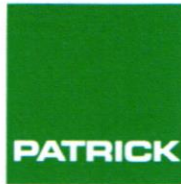
ACCEPTANCE

The contents of this proposal no. 24PTRTM0026 dated April 11, 2025, to perform Engineering Services for the Village of Buffalo Grove, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: _____

Title: _____

Date: _____



2024 Fee Schedule

PERSONNEL CATEGORY

Staff Engineer 1	\$124.00/hr.
Staff Engineer 2	\$135.00/hr.
Staff Engineer 3	\$148.00/hr.
Project Engineer 1	\$161.00/hr.
Project Engineer 2	\$176.00/hr.
Project Engineer 3	\$191.00/hr.
Project Engineer 4	\$209.00/hr.
Senior Engineer	\$227.00/hr.
Staff Geologist	\$141.00/hr.
Project Geologist	\$155.00/hr.
Senior Geologist	\$187.00/hr.
Staff Surveyor 1	\$ 95.00/hr.
Staff Surveyor 2	\$114.00/hr.
Project Surveyor 1	\$137.00/hr.
Project Surveyor 2	\$164.00/hr.
Survey Director	\$222.00/hr.
Assistant Project Manager	\$185.00/hr.
Project Manager	\$195.00/hr.
Senior Project Manager	\$226.00/hr.
Senior Technical Consultant	\$227.00/hr.
Subject Matter Expert	\$245.00/hr.
Senior Project Director	\$250.00/hr.
Principal / Engineering Director	\$267.00/hr.

TECHNICAL SUPPORT & SERVICES

Technical Specialist 1	\$124.00/hr.
Technical Specialist 2	\$132.00/hr.
Technical Specialist 3	\$145.00/hr.
Technical Specialist 4	\$157.00/hr.
Technical Specialist 5	\$171.00/hr.
Technical Specialist 6	\$187.00/hr.
Technical Specialist 7	\$203.00/hr.
Analyst	\$179.00/hr.
CAD 1 / Technician 1	\$ 81.00/hr.
CAD 2 / Technician 2	\$ 89.00/hr.
CAD 3 / Technician 3	\$ 97.00/hr.
CAD Designer / Technician 4	\$108.00/hr.
CAD Supervisor	\$118.00/hr.
Clerk	\$ 60.00/hr.
Administrative Assistant	\$ 84.00/hr.

Note:

Geospatial Software Development Professionals & Project Controls Specialists provided under separate fee arrangement.



2024 Fee Schedule

TRANSPORTATION COSTS

Charge for Use of Vehicle	Current IRS Rate per mile or \$90.00/day minimum charge
Transportation and Subsistence and Airfare	at cost + 10%
Special Transportation, Per Diem, or Living Expenses established on a per-project basis.	

REPRODUCTION COSTS

In-house charges for normal / customary material use.	1% of Total Project Fee
Outside Services (copies, reproducible(s), sepias, etc.)	at cost + 10%

MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical	
Laboratory Fees, Equipment Rentals, etc.	at cost + 10%
Outside Consultant Services	at cost + 10%
Nuclear Density Meter	\$100.00/day
Underground Pipeline and Utility Locator	\$ 75.00/day
Global Positioning System (GPS) Survey Grade	\$200.00/day
Robotic Total Station (1-man survey crew)	\$30.00/hour
High-Definition Scanner	\$1,100.00/day
Outside Contractor Services	at cost + 15%
Special Equipment established on a per project basis	

Notes:

1. Additional fees may apply for project-specific insurance or bonding.
2. A project-specific surcharge may be added to all work performed on waste sites, for environmental assessment of property, for special HSE requirements, and for all work performed in Level C PPE or more stringent PPE.
3. These unit charges are valid through January 31, 2025.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Kelly Gordon PHONE (A/C, No, Ext): (847) 463-7889 E-MAIL ADDRESS: Kelly.Gordon@MarshMMA.com FAX (A/C, No): (847) 440-9123
INSURED Patrick Engineering Inc. 2150 Western Court, Suite 100 Lisle IL 60532	INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine Specialty Insuran 23850 INSURER B: Zurich American Insurance Co 16535 INSURER C: American Guarantee & Liability 26247 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1509049728

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO872069901	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP872070101	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		SXS872070301	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WC872070201	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Pollution Liability		PPK2672197	4/1/2025	4/1/2026	Each Claim: \$4M Aggregate: \$4M

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

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured.

1.) Village of Buffalo Grove and its officials, agents, employees and volunteers

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile Liability policies, when required by written contract and where allowed by law.

Umbrella Following Form

CERTIFICATE HOLDER**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.

Village of Buffalo Grove
Buffalo Grove IL

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872069901	4/1/2025	4/1/2026				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Patrick Engineering, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 4/1/2025

Effective Policy No. WC872070201

Endorsement No.

Insured Patrick Engineering

Premium \$

Insurance Company

Countersigned by _____

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO872069901	4/1/2025	4/1/2026	4/1/2026			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP872070100	4/1/2025	4/1/2026	4/1/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2025

Policy No. WC872070201

Endorsement No.

Insured Patrick Engineering

Premium \$

Insurance Company

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872069901	4/1/2025	4/1/2026	4/1/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP872070101

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage Section:**

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage Section:**

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.