

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


Resolution or Ordinance (Blue) Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : September 3, 2020 **(BOT) Date:** September 16, 2021

SUBJECT: Approval of a First Amendment to the Engineering Inspection Consultant Services Agreement - Thomas Engineering Group

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

On January 7, 2021 the Village Board approved an Engineering Inspection Consultant Services Agreement with Thomas Engineering for the 2021 year. The structure of the agreement was based upon the September, 2020 hiring of Brian Witkowski, P.E. as the Village's Private Development Engineer to oversee the division activities. However, with his resignation, the Village will need additional engineering services support until such time the vacant position is filled.

Staff recommends that the Village Board of Trustees authorize the signature of the Village Manager on the attached First Amendment with Thomas Engineering Group to perform engineering inspection activities for the remainder of the 2021 calendar year.

Fiscal Impact/Funding Source:

Review (as necessary):
Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development

MEETING DATE: September 16, 2021

SUBJECT: **Approval of a First Amendment to an Engineering Inspection Consultant Services Agreement – Thomas Engineering Group (TEG)**

On January 7, 2021 the Village Board approved an Engineering Inspection Consultant Services Agreement with Thomas Engineering for the 2021 year. The structure of the agreement was based upon the September, 2020 hiring of Brian Witkowski, P.E. as the Village's Private Development Engineer to oversee the division activities. However, with his resignation, the Village will need additional engineering services support until such time the vacant position is filled.

Attached for consideration is a First Amendment to the previously approved professional services agreement between the Village and Thomas Engineering to provide engineering plan review services, inspection activities and companion services. The Amendment will partially help the Village ensure that adequate services for requested and issued building permits during the 2021 construction season are met. The amendment assumes a base of 20 hours of Professional Engineer (P.E.) services and an increase from 20 to 40 hours a week for supplemental plan review for smaller items and inspection work.

RECOMMENDATION:

Staff recommends that the Village Board of Trustees authorize the signature of the Village Manager on the attached First Amendment with Thomas Engineering Group to perform engineering inspection activities for the remainder of the 2021 calendar year.

September 2, 2021

Mr. William J. Heniff, AICP
Village of Lombard Department of Community Development
Director of Community Development
255 E. Wilson Avenue
Lombard, IL 60148

Re: Amendment #1 for 2021 Community Development Assistance

Dear Mr. Heniff:

Thomas Engineering Group, LLC (TEG) respectfully submits the enclosed Amendment proposal to the Village of Lombard. TEG is enthusiastic about the opportunity to continue working with the Village to provide assistance to the Department of Community Development for the remainder of 2021.

TEG will continue to provide a professional and responsive team that is eager to fulfill the Village's needs and expectations. This submittal includes our added staffing plan for providing on-call community development inspection and plan review services on a full-time basis until the end of the calendar year.

Our team has been serving the Village in this capacity since 2017. We feel that our past experience along with our due diligence, qualifications related to code enforcement, commercial and residential developments, economic development, and field inspections will provide the Village with excellent service.

The people identified for this project are qualified personnel who are committed to providing long-term value for the Village of Lombard.

What separates us from the other firms is our service—our trademark is **service at the highest grade®**. TEG has been able to grow by servicing each client individually and bringing value to their community. We deliver large firm experience with small firm service. We are truly excited to continue working with the Village.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at kevinv@thomas-engineering.com.

Sincerely,

thomas engineering group, llc



Kevin C. VanDeWoestyne, P.E., ENV SP
Municipal Department Head

Enclosure: Amendment #1 for 2021 Community Development Assistance



Village of Lombard 2021 Community Development Assistance Development Services Inspections and Reviews

Amendment #1

The Village is requesting professional engineering services to perform the duties of Private Development Engineer under the direction of the Community Development Director. Thomas Engineering Group, LLC (TEG) is currently under contract with the Village of Lombard to provide part-time services to conduct inspections and perform plan reviews of private improvements throughout 2021. The base scope of services found in the original contract, executed by the Village on January 20, 2020, includes 20 hours per week over a period of 52 weeks.

The Village is requesting that TEG staffing be increased from 20 to 60 hours per week for the remaining 17 weeks in 2021. TEG anticipates that services will be full-time for one engineer and part-time for a Professional Engineer. Services will be provided at the discretion of the Village of Lombard.

SCOPE OF SERVICES

The scope of services will remain the same as the original contract, as detailed in TEG's proposal dated November 20, 2020.

STAFF

TEG will continue to provide a single point of contact, Tomasz Tretowicz, who will be responsive to any Village or Developer inquiry within 24 hours. Mr. Tretowicz has served in this role between 2018 and 2021. His hours will be increased from 20 to 40 hours per week for the remainder of 2021, as necessary.

Support staff will remain the same as the original contract, as detailed in TEG's proposal dated November 20, 2020, with the exception of Elias Korolis, who is no longer available. In addition, TEG will provide a registered Professional Engineer, Mr. Edward Herlihy, to support Mr. Tretowicz up to 20 hours per week, on average. Mr. Herlihy's resume is included herein.

Mr. Herlihy is a registered Professional Engineer with over 25 years of experience. Mr. Herlihy is experienced in roadway construction and municipal engineering. He is familiar with multiple construction management delivery systems and has managed projects from simple to complex. Mr. Herlihy has recently managed large multifaceted construction projects for the Illinois Tollway, DuPage County, CDOT and other local municipalities. Mr. Herlihy is available to support the Village from the Village's offices 20 hours per week for the remainder of 2021.

Additional support staff, including other registered Professional Engineers are available to assist or substitute for Mr. Herlihy in his absence. Additional support staff includes registered Professional Engineers with over 20 years of work experience, including direct experience with private development and stormwater reviews. Any additional support staff shall be provided at the discretion of the Village of Lombard.

COMMITMENT

TEG and the Village have discussed the anticipated needs for the remainder of the year. Based on the Village's anticipated needs, TEG offers to provide one (1) Project Engineer III for an average of 20 additional hours per week and one (1) Project Manager for an average of 20 hours per week for the remaining 17 weeks in 2021, beginning during the week of September 6, 2021. This results in an estimated 680 hours in accordance with Exhibit A, shown below.

The estimated hours are intended to serve the Village's needs for the remainder of the 2021 calendar year. It shall be noted that Community Development services for larger specific developments, as




**Village of Lombard
2021 Community Development Assistance
Development Services Inspections and Reviews**

Amendment #1

determined by the Village of Lombard, will be billed out under the attached billing rate table but will not be included in the estimated cost for this proposal. These are expected to be assigned to Thomas Engineering Group and the Village of Lombard will control the calculation of fees charged to the developer.

While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to assisting the Village of Lombard and are willing to adjust any scope and effort to meet the exact expectation of the Village. Any additional fee will need to be approved in a separate contract by the Village of Lombard.

Exhibit A: Cost Proposal Schedule of Services and Fees					
AMENDMENT #1					
			DIRECT LABOR		MULTIPLIER
					2.65
EMPLOYEE CLASSIFICATION	DIRECT LABOR	HOURS/WEEK	TOTAL HOURS	PAYROLL	PAYROLL X MULTIPLIER
September - December 2021					
PROJECT PRINCIPAL	\$ 75.00	0	0	\$ -	\$ -
PROJECT MANAGER	\$ 70.00	20	340	\$ 23,800.00	\$ 63,070.00
PROJECT ENGINEER IV	\$ 57.62	0	0	\$ -	\$ -
PROJECT ENGINEER III	\$ 44.66	20	340	\$ 15,184.40	\$ 40,238.66
PROJECT ENGINEER II	\$ 33.08	0	0	\$ -	\$ -
CHIEF SURVEYOR	\$ 58.90	0	0	\$ -	\$ -
SENIOR TECHNICIAN	\$ 46.30	0	0	\$ -	\$ -
TECHNICIAN IV	\$ 41.74	0	0	\$ -	\$ -
TECHNICIAN II	\$ 29.66	0	0	\$ -	\$ -
SUMMARY			Total Hours	680	\$ 38,984.40
					\$ 103,308.66
YEAR TOTAL					\$ 103,308.66

BILLING RATES

Additional services rendered under Amendment #1 will remain the same as the original contract, as detailed in TEG’s proposal dated November 20, 2020. Billing rates remain in effect until December 31, 2021.

Village of Lombard
2021 Community Development Assistance
Development Services Inspections and Reviews

Amendment #1

AGREEMENT

This Proposal, together with the General Contract Terms and Conditions attached hereto and made a part hereof, including any Amendments issued hereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. In the event of any conflict between the Proposal and the General Contract Terms and Conditions, the provisions of the General Contract Terms and Conditions shall apply. This Agreement may be amended only by written authorization. By signing below, the Village agrees to the terms of this Proposal. Please sign the bottom of this letter and return two (2) original copies to the following address:

Thomas Engineering Group, LLC
2625 Butterfield Road
Suite 209W
Oak Brook, Illinois 60523

TEG will begin services upon receipt of an original executed copy of this Agreement. Additional services beyond the Scope of Services described herein will be performed by TEG only after receipt of a signed authorization form.

ACCEPTED AND AGREED TO:
Thomas Engineering Group, LLC

ACCEPTED AND AGREED TO:
Village of Lombard

By: 
Authorized Signature

By: _____
Authorized Signature

September 2, 2021
Date

Date

Kevin VanDeWoestyne
Printed Name

Printed Name

Principal, Thomas Engineering Group, LLC
Title & Organization

Title & Organization

EDWARD J. HERLIHY P.E.

Mr. Herlihy is a registered professional engineer with over 25 years of experience. Ed is experienced in roadway construction program management and construction engineering. He is familiar with multiple construction management delivery systems

and has managed projects from simple to complex. Mr. Herlihy has recently managed large multifaceted construction projects for the Illinois Tollway, DuPage County, CDOT and other local municipalities.

PROJECT EXPERIENCE

PHASE III, EDENS SPUR (I-94), TRI-STATE TOLLWAY (I-294), ROADWAY AND BRIDGE RECONSTRUCTION, M.P. 25.2 (TRI-STATE TOLLWAY) TO M.P. 30.0 (EDENS EXPRESSWAY) ILLINOIS STATE TOLL HIGHWAY AUTHORITY – Project Manager. TEG is providing construction management and construction inspection services for 4 miles of reconstruction of the Edens Spur from Lake Cook Road to US-41. The project consists of four separate contracts with an estimated construction cost of \$75 million. Thirteen separate bridges will be reconstructed along with full pavement reconstruction, lighting, drainage and earthwork. TEG is performing on-site inspection, reviewing layout of contract including design changes, preparing records, maintaining documentation, submitting pay estimates and change orders.

PHASE III, ROOSEVELT ROAD WATER MAIN LINING REHAB, VILLAGE OF LOMBARD – Project Manager. The first phase of this two-stage project included the rehabilitation of approximately 7,000 linear feet of distribution main, ranging from 8” to 12” diameter watermain, along IL Route 38 (Roosevelt Road) from Finley Road to Wisconsin Avenue. The scope of work included lining the existing watermain in the Roosevelt Road right-of-way, temporary bypass watermain - including temporary water services from 1” to 6” diameter, maintaining and reinstating services, replacement of valves, hydrants and fittings, and segments of new watermain construction including all appurtenances. The project included staged construction with lane closures on Roosevelt Road and posted detour routes.

PHASE III, DEERFIELD ROAD RECONSTRUCTION, VILLAGE OF DEERFIELD – Resident Engineer. Provided construction inspection services for 2.39 miles of full and partial pavement reconstruction in the Village of Deerfield and the City of Highland Park. Work includes HMA surface removal and resurfacing, pavement patching, pavement removal and replacement with full depth HMA and jointed PCC pavement, combination concrete curb and gutter, storm sewer, cured-in-place pipe lining of sanitary sewer and water main replacement in the Village of Deerfield, new sidewalk, bridge resurfacing over the Middle Fork and West Fork of the North Branch of the Chicago River, and modernization and interconnection of ten traffic signals. The project also includes the replacement of the superstructure for the Deerfield Road bridge over Berkeley Road and repairs to the Deerfield Road bridges over Union Pacific Railroad/Old Skokie Highway and US 41.

PHASE III, IL RT. 53 & MADISON STREET IMPROVEMENTS, VILLAGE OF LOMBARD – Project Manager for this \$2.2 million roadway improvement and traffic signal installation project. The project scope included the widening and resurfacing of 0.25 mi of IL Route 53 and complete reconstruction of 0.2 mi of Madison Street between IL 53 and Finley Road, providing turn lane channelization on all three legs of the intersection and a dedicated bike lane on NB IL Route 53. In addition to the channelization, a new traffic signal is being installed, restoring all turning movements at this intersection. The project also included over 6000 CY of earth excavation to lower the profile on Madison Street by as much as 5.5 FT at some locations, thereby reducing the roadway profile to 6% at the intersection approach.



EDUCATION

University of Illinois at Chicago
Chicago, IL
Bachelor of Science,
Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
Illinois 062-054076
Issued: 07-20-2000

Michigan 62010409028
Issued: 06-07-2002

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Public Works Association
Illinois Road and Transportation
Builders Association

SELECTED CONTINUING EDUCATION

IDOT QC/QA PROGRAM

Documentation of Contract
Quantities
(#19-16087 exp. 12-18-2023)
Hot Mix Asphalt Level I & II
Portland Cement Conc. Level I & II
Aggregate Technician Level I
Bituminous Concrete Density Tester

IDOT OTHER

ICORS
Project Finalization Procedures
Seminar
MFT Accounting & Auditing
Documentation of Contract
Quantities
Bridge Construction Inspection
Material Management for Resident
Engineers

OTHER

ACEC/Tollway Work Zone Safety
PSMJ Project Managers Bootcamp
EMCI Storm Water Erosion Control



PHASE III, 2016 PAVEMENT MAINTENANCE - SOUTH REGION PROGRAM, DUPAGE COUNTY DIVISION OF TRANSPORTATION — Project Manager/Resident Engineer for the rehabilitation of over 17 lane miles of pavement in the southern portion of DuPage County. Roadways resurfaced had ADTs in excess of 30,000 and served schools, business districts, recreational areas and residential areas. The work included roadway milling and resurfacing using several HMA mix types including polymer enhanced and SMA mixes. Work also included pavement patching, longitudinal joint sealer, curb and gutter replacement, sidewalk replacement, drainage structure replacement and adjustments, underdrain installation, detector loop replacement, pavement markings and construction of nearly 100 ADA compliant sidewalk ramps. Responsibilities included inspection and documentation of milling and resurfacing of HMA pavement, concrete curb and gutter removal and replacement, concrete sidewalk removal and replacement and landscaping.

PHASE III, ELGIN O'HARE WESTERN ACCESS; I-290 & I-390 INTERCHANGE, ITASCA, ILLINOIS, ILLINOIS STATE TOLL HIGHWAY AUTHORITY — Project Manager. Project included Phase III engineering for ISTHA Contracts I-13-4606 and I-13-4607. Construction management included construction inspection, documentation, Quality Assurance, project cost and schedule controls, accounting & billing analysis and coordination with multiple state and local agencies. The work on these contracts was valued at over \$100M and included construction of *fly-over ramps*, conventional ramps and the bridge structure carrying I-390 over I-290 to construct a full interchange of the new Elgin-O'Hare Tollway (I-390) with I-290. Other work included relocation of Park Boulevard in Itasca, placement of 200,000 cubic yards of embankment, extensive retaining wall and noise wall construction, large diameter sewer installation, sanitary sewer replacement, water main installation, roadway lighting, sign truss construction and incidental work. Most work was paid for by Tollway funding and upon completion is to be maintained by IDOT, County and other agencies requiring significant coordination and public relations effort.

PHASE III, 2012 ARTERIAL STREET RESURFACING, CHICAGO, ILLINOIS, CHICAGO DEPARTMENT OF TRANSPORTATION — Project Manager. Project included asphalt pavement resurfacing of over 50 miles of major arterial streets in the City of Chicago including six miles of North Lake Shore Drive and work was valued at \$23M. Asphalt mixes included SMA and warm mixes of types N50 through N90 with additives including polymers, ground tire rubber and recycled asphalt shingles. High-early strength concrete pavement was installed at bus stop areas to guard against loading from bus traffic. Assisted in coordinating work with various utility conflicts, concurrent CDOT projects and Aldermanic offices as well as residents and business owners. Also oversaw the installation of 14 miles of new bike lanes with corresponding pavement markings and symbols.

PHASE III, 2010-2014 RESIDENTIAL CONCRETE & MISCELLANEOUS ASPHALT, CHICAGO, ILLINOIS, CHICAGO DEPARTMENT OF TRANSPORTATION — Project Manager. This work totaling over \$25M included improvements to sidewalks, intersection ramps (Americans with Disabilities Act compliant), curb and gutter, Green Alleys and other requests made by Chicago Alderman from funds allotted annually to each Ward. Project sites were scattered throughout 13 City Wards and involved both residential and commercial environments. Over 2,000 individual sites were surveyed and cost-estimated and more than 1,500 individual sites were constructed. Responsibilities included inspecting and documenting all work requests, including tracking pay estimates tied to an array of different city funds (MENU, Tax Increment Financing, Chicago Transit Authority Bus Pads, DECO, Shared Cost Sidewalk Program, Green Alleys and others). Green Alleys were constructed using pervious concrete, permeable pavers and porous hot-mix asphalt. In addition, geofabric wrapped perforated underdrains, storm sewers and open-bottom detention trenches were constructed to allow for rainwater to infiltrate directly into the ground rather than flow into the combined sewer system.

PHASE III, REAGAN MEMORIAL TOLLWAY (I-88) ROAD & BRIDGE REHABILITATION, DEKALB, ILLINOIS, ILLINOIS STATE TOLL HIGHWAY AUTHORITY — Project Manager. Project included construction management services to rehabilitate more than 15 miles of Tollway pavement and bridges. This \$24M project consisted of removal of the existing asphalt pavement overlay and replacement with a Stone Matrix Asphalt utilizing Warm Mix Asphalt technology. Several improvements to the Tollway's Intelligent Transportation System were part of this Project. ITS improvements included a Bluetooth® traffic sensors system measuring travel times, numerous FOC and wireless cameras, pavement and weather condition sensors and a microwave traffic counting and monitoring system to communicate real-time status to the Tollway. Additional scope of work included pavement patching and rehabilitation of six existing bridges including deck patching, sub-structure repairs and partial deck removals with latex concrete overlays. Incidental work included drainage improvements, lighting, guardrail replacement, pavement markings and landscaping. Services included complete project documentation via a web-based project management system, construction inspection and observation, verification of contractor's staking, quality assurance of construction materials and coordinating with counties and municipalities.



GENERAL CONTRACT TERMS AND CONDITIONS

SUSPENSION OF SERVICES

The VILLAGE may, at any time, by written order to Thomas Engineering Group, LLC (“TEG”) require TEG to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order TEG shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided they are deemed reasonable by the VILLAGE.

TERMINATION OF AGREEMENT

The VILLAGE reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to TEG. The VILLAGE further reserves the right to cancel the whole or any part of the Agreement if TEG fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. TEG will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, TEG shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by TEG before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from TEG a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken.

RELATIONSHIP BETWEEN TEG AND VILLAGE

TEG and its authorized representatives (collectively “TEG”) are retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and TEG’s relationship to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. TEG shall be free to dispose of such portion of its entire time, energy and skill during regular business hours when they are not obligated to devote time and services hereunder to the VILLAGE, in such manner as TEG sees fit and to such persons, firms or corporations as TEG deems advisable. It is acknowledged that at all times the TEG is separate and independent from the VILLAGE and that TEG will utilize a high level of skill necessary to perform the services under this Agreement.

Not Employees. TEG and its authorized representatives (collectively “TEG”) shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall TEG be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of the TEG to file all necessary

tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, the TEG agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. TEG agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. TEG understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

INVOICING AND PAYMENT

This Agreement is for the delivery of the services outlined in the Agreement. TEG shall submit invoices in duplicate not more than once each month, such statements shall be inclusive of a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, rate of pay, hours charged and task worked. All direct costs shall be itemized consistent with the various categories itemized in the proposal. Invoices shall be based on actual hours of performance. The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act.

CHANGES

The VILLAGE reserves the right by written amendment to make changes in the requirements, amounts of work and work schedule to be performed under the Agreement. TEG and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

INSURANCE

- (A) During the term of the Agreement, TEG shall provide the following types of insurance in not less than the specified amounts:
1. Comprehensive General Liability - \$1,000,000.00 per occurrence;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any TEG owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Agreement;
 3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 4. Umbrella Coverage - \$3,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability

exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and

5. Professional Liability - \$2,000,000.00.

- (B) TEG shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the Agreement, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (C) TEG shall require sub-consultants, if any, not protected under TEG'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of TEG.

INDEMNIFICATION

TEG shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said TEG, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Agreement, including, without limitation, any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. TEG shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

TEG shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, local and VILLAGE governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

COMPLIANCE WITH OSHA STANDARDS

TEG shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the Agreement.

NON-DISCRIMINATION

- a. TEG shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the CONSULTANT certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CONSULTANT shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.