


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

TO : President and Village Board of Trustees
FROM: Scott Niehaus, Village Manager
DATE : January 16, 2020 Agenda Date: January 23, 2020
TITLE: Accounting Services
SUBMITTED BY: Carl Goldsmith, Director of Public Works 

RESULTS:

Date Bids Were Published: N/A Bidding Closed: N/A

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes X No

Performance Bond Required _____ Yes X No

Were Any Bids Withdrawn _____ Yes X No

Explanation:

Waiver of Bids Requested? _____ X Yes _____ No

If yes, explain: *Pursuant to the Local Government Professional Services Selection Act (50 ILCS 510) the Village is waiving bids as the Village has a satisfactory relationship for services with the selected firm.*

Award Recommended to Lowest _____ Yes _____ X No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Amount of Award: \$15,000.00 (not to exceed \$40,000.00)

BACKGROUND/RECOMMENDATION:

See Staff Report

Has Recommended Bidder Worked for Village Previously _____ Yes X No

If yes, was quality of work acceptable _____ Yes _____ No

Was item bid in accordance with Public Act 85-1295? _____ Yes X No

Waiver of bids - Public Act 85-1295 does not apply _____ X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



January 16, 2020

TO: Village President and Board of Trustees

THROUGH: Scott A. Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *g*

SUBJECT: Illinois Route 53 Stormwater Pump Station Project

In an effort to assist the Village with the determination of the contractor's costs associated with the construction of the Illinois Route 53 Stormwater Pump Station Project, the Village Attorney has recommended that the Village retain the services of a forensic accounting expert specializing in construction management. This individual would assist the Village in understanding the costs requested by the contractor. The scope of services includes the review of the contractor's supporting documentation and measure the actual work effort necessary for the dewatering of the site. The forensic accountant will issue a report detailing the findings, and may include additional duties based upon the findings of the audit.

The Village Attorney has provided an engagement letter to the Village of Lombard from CBIZ Corporate Recovery Services. The Village Attorney is familiar with the services offered by CBIZ and believes that their involvement with this matter will provide value to the Village. The engagement letter calls for a \$15,000 retainer to be replenished within 30 days after being invoiced for a replenished retainer. As it is likely that the cost of the services provide by CBIZ will exceed the authority granted to the Village Manager through the Village's purchasing policy and State Statute, staff is seeking Village Board approval to enter into a contract with CBIZ Recovery Services in an amount not to exceed \$40,000.

I respectfully request that this item be placed on the Village Board agenda for the meeting of January 23, 2020.



CBIZ Corporate Recovery Services
5 Bryant Park at 1065 Avenue of the Stars
New York, NY 10018 • www.cbiz.com
Ph: 312-602-6682 • C: 312-914-4175
mlogiudice@cbiz.com

PRIVILEGED AND CONFIDENTIAL

December 13, 2019

Mr. Brian A.F. Gorka
Partner
Klein, Thorpe & Jenkins, LTD.
Suite 1660
20 N. Wacker Drive
Chicago, IL 60606-2903

RE: Rausch Infrastructure, LLC v. Village of Lombard
2018 L 287

Dear Mr. Gorka:

Based upon our review of the information furnished, we are pleased to submit an engagement letter for the professional services of Michael LoGiudice of CBIZ Corporate Recovery Services ("our", "us", or "we"). We understand that our client is the Village of Lombard ("Client" "Village" collectively "you" or "your"). We understand that the Client's attorney is Klein, Thorpe & Jenkins, LTD. (Client's attorney).

OVERVIEW

We understand the retention of Michael LoGiudice is to review documents and discovery information, measure the damages suffered by the Plaintiff, issue an expert report detailing his findings, and other duties as they may arise in connection with the above-referenced case.

SCOPE

We anticipate that our assistance will include, but will not necessarily be limited to the tasks outlined above. We may be asked to provide an evaluation of the testimony provided by the opposing party's expert witnesses. Our assistance may include developing theories, carrying out any steps necessary to test or validate those theories and preparing reports. A written report of our work will be prepared pursuant to your request. Should we be asked to testify, we will make ourselves available when given reasonable notice.

PROFESSIONAL FEES

CBIZ Corporate Recovery Services bases its fees on hourly charges that vary depending on the disciplines needed and the individuals required for the engagement. Our normal and customary hourly rates are:



Title	Rate
Managing Directors	\$525 to \$795
Directors	\$465 to \$565
Managers and Staff	\$195 to \$465
Michael LoGiudice, Managing Director	\$495

For this case we request a retention of \$15,000 with replenishment as invoiced from CBIZ to the Village with the Village to pay the invoice within 30 days from receipt of said invoice and final billing offset or refund of the remaining retention balance.

CBIZ Corporate Recovery Services shall be entitled to full payment of all fees without regard to any ruling of the court or ultimate use of the report in evidence or the testimony of a CBIZ Corporate Recovery Services expert.

In addition to the professional component of the fee, we charge for certain expenses. Direct expenses, which will be billed at cost, include items such as travel expenses, communication charges and duplication expenses. Indirect expenses include computer charges, database access fees and report production expenses. In total, these expenses generally comprise 10% to 15% of professional fees.

Invoices will be submitted as our work progresses and are payable within 10 days of invoice presentment unless other terms have been agreed to in writing.

Statements are due upon presentation, and must be paid within the above-stated terms. Should the outstanding fees not be paid within the aforementioned time, CBIZ has the right to terminate services and pursue its remedies under this engagement letter to collect the outstanding balance. Expert will require that all outstanding statements be paid in full prior to any testimony in deposition or trial.

In the event that any statement is not paid as required by this Agreement, Client agrees that Expert will have the unconditional right at any time to discontinue further services in this matter. If such services are terminated for any reason, Expert will submit a final invoice, and the balance of all outstanding invoices, including the final invoice, shall be immediately due and payable.

In the event that you disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us in writing within 30 days of the invoice date. Any claim not made within that period shall be deemed waived.



In the event that collection procedures are required, the Client agrees to pay all expenses of collection and all attorney's fees and costs actually incurred by our firm in connection with such collection, whether or not suit is filed therefore.

CONFIDENTIALITY

CBIZ agrees that without the prior written consent of the Client, which consent may be withheld for any reason, it shall: (i) not disclose Confidential Information to any third party, (ii) restrict dissemination of Confidential Information to those employees and attorneys of their entity whose knowledge of the Confidential Information is necessary, except of such disclosures as may be required by law, (iii) inform such employees and attorneys who receive Confidential Information of the existence of this Agreement and that they must comply with the terms hereof and enter into or be party to an agreement with each such individual requiring such compliance, (iv) use the same degree of care as for its own information of like importance, but use at least reasonable care in safeguarding against disclosure of Confidential Information of the other Party, and (v) not use Confidential Information for any purpose other than in connection with the case specified above.

RESPONSIBILITY

We will rely on your involvement in the development of required data and certain planning activities. We must be supplied with the financial records and data. We will assume this information is reasonably accurate.

USE OF WORK PRODUCT

Any written report or document prepared by us is to be used in its entirety and only for the purpose of this engagement. It may not be published or used for any other purpose without our written consent.

WORK FOR OPPOSING ATTORNEY

The value of our firm's services to you and/or your client is founded, in part, on our reputation for professionalism and integrity. Our firm has been engaged from time to time by a significant number of law firms, both locally and nationally, and we have been or may be engaged by firms representing clients adverse to your client in this matter. Client's engagement of our firm is expressly conditioned on your agreement not to use the fact of our current or previous engagement by opposing counsel in other matters as a means of enhancing or diminishing our credibility in conjunction with any appearance before a trier of fact.

TERMINATION

This agreement may be terminated immediately upon written notice by either party or within such time as we may find necessary to conclude the work currently under way and

summarize our findings for you. In that event, you will be responsible only for the professional services and expenses that have been incurred up to that time as well as reasonable expenses necessary to effect the termination.

LIABILITY

CBIZ Corporate Recovery Services' maximum liability for any reason relating to the services under this letter shall be limited to the fees paid to CBIZ Corporate Recovery Services for the services or work products giving rise to any alleged liability.

INDEMNIFICATION

The Client shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise


ACCEPTANCE

If the provisions of this proposal are acceptable, we would appreciate your written confirmation of this agreement by signing in the space provided at the end of this letter and returning it and the retainer to the respective addresses listed on the signature page. The original is for your records. This engagement letter is valid for 30 days.

We look forward to working with you on this important and sensitive assignment.

Sincerely,

CBIZ CORPORATE RECOVERY SERVICES



Michael LoGiudice
Managing Director



Mr. Brian A.F. Gorka
December 13, 2019
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CLIENT ACCEPTANCE

I have read the terms of this agreement and hereby authorize this assignment as indicated in this letter.

ACCEPTED this 10th day of January, 2019

Client/Attorney: Village of Lombard

By: Sue Nicholas

Title: Village Manager

Please return this signed engagement letter to:

CBIZ Corporate Recovery Services
5 Bryant Park at 1065 Avenue of the Stars
New York, NY 10018
mlogiudice@cbiz.com
