

**RESOLUTION
R 18-16**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Thomas Engineering Group, LLC for the Roosevelt Rd Water Main Lining Phase I project as attached hereto and marked Exhibit "A", and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 3rd day of March, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston and Pike


Nays: None

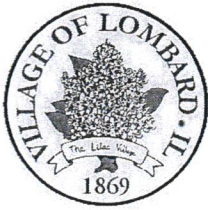
Absent: Trustee Ware

Approved this 3rd day of March, 2016.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA-12-01/03, Roosevelt Road Water Main Lining, Phase I Resident Engineering Service

This agreement is made this 3rd day of March, 2016, between and shall be binding upon the VILLAGE of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Thomas Engineering Group, LLC. hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

Resident Engineering services for Roosevelt Rd Water Main Lining, Phase I

1. This contract shall embrace and include all applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Request for Qualifications and Request for Proposal (December 13, 2013) consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Request for Qualifications and Proposals for Resident Engineering Short-List
 - vi) Instructions Regarding the Consultant Evaluation Form
 - vii) Instructions Regarding the Statement of Qualifications Form
 - viii) Consultant Evaluation Form
 - ix) Statement of Qualifications Form
 - b. Request for Proposal dated November 19, 2015
 - c. ENGINEER'S Proposal Dated December 11, 2015
 - d. ENGINEER'S Letter Dated February 26, 2016 and attached revised Work Effort and Fee Dated February 26, 2016
 - e. Required Certificates and Signatures and Certificate of Insurance
 - f. Amendment #1 dated February 24, 2016
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

Roosevelt Rd WM Lining, Phase I

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 3rd day of March, 2016.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Thomas Engineering Group, LLC

Accepted this 21 day of MARCH, 2016.

Individual or Partnership Corporation

By [Signature] PRESIDENT
Position/Title

By [Signature] PRINCIPAL
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of March, 2016.

[Signature]
Keith Giagnorio, Village President

Attest: [Signature]
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD
ENGINEER'S CERTIFICATION**

THOMAS GILL, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

THOMAS ENGINEERING GROUP, LLC, having submitted a proposal for:
(Name of Company)

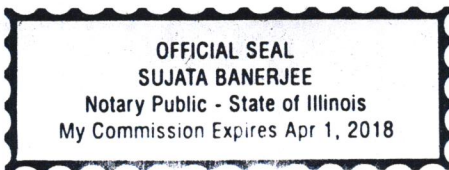
Roosevelt Rd Water Main Lining to the Village of Lombard, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
ALL EMPLOYEE DRIVERS
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: 
Officer or Owner of Company named above

Subscribed and sworn to
before me this 21st
day of march, 2016.

Sujata Banerjee
Notary Public



VILLAGE OF LOMBARD
AMENDMENT NO. 1
TO THE
CONSTRUCTION ENGINEERING SERVICES
CONTRACT DOCUMENTS NUMBER WA 12 01 & WA 12-03
FOR
ROOSEVELT ROAD WATERMAIN LINING, PHASE I

DATE: February 24, 2016

TO: Thomas Engineering Group, LLC
238 South Kenilworth Avenue
Suite 100
Oak Park, IL 60302
Attention: Thomas E. Gill, III
President

Dear Mr. Gill:

Please be advised that the Village of Lombard needs to amend the Construction Engineering Services Contract Documents Number WA-12-01 & 02 for the Roosevelt Road Watermain Lining, Phase I as follows. Carefully read the amendment and, if you take no exceptions to these changes, please sign and date four copies of the amendment, one of which will be returned for your use.

ILLINOIS EPA PUBLIC WATER SUPPLY LOAN PROGRAM

The Project will be funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The Engineer agrees to the following:

- 1) Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

- 3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- 4) The final audit report shall include the written comments, if any, of the audited parties.
- 5) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contact price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other legally available remedies.

The Engineer shall complete the professional services described in the Contract Agreement no later than 60 days after the project reaches final completion.

IN WITNESS WHEREOF, the Village of Lombard, Illinois and the Engineer (Thomas Engineering Group, LLC) have hereunto executed this Amendment, the Effective Date of which is March 3, 2016.

THOMAS ENGINEERING GROUP, LLC

By: 

Title: PRESIDENT

Date Signed: 29 FEB 16

VILLAGE OF LOMBARD

By: 

Title: Village President

Date Signed March 3, 2016