

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

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott R. Niehaus, Village Manager
DATE: March 5, 2018 BOT Date: March 15, 2018
TITLE: Waiver of Bids – Thomas Engineering Group for Private Development Inspection Services
SUBMITTED BY: William J. Heniff, Department of Community Development

RESULTS:
Date Bids Were Published _____ Bidding Closed _____
Total Number of Bids Received _____
Total Number of Bidders Meeting Specifications _____
Bid Security Required _____ Yes _____ No
Performance Bond Required _____ Yes _____ No
Were any Bids Withdrawn _____ Yes _____ No
Explanation:
Waiver of Bids Requested? _____ X Yes _____ No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? _____ Yes _____ No
If no, explain:

FISCAL IMPACT/FUNDING SOURCE:
Budget Estimate: to be determined based upon service demand (anticipated not to exceed \$90,000)
Amount of Award \$96.46/hr
Account #101.250.265.75410

BACKGROUND/RECOMMENDATION:
Waive bids and authorize the signature of the Village Manager on an agreement for development services inspection consultant services for the 2018 construction season in an amount not to exceed \$96.46 per hour for regular business hours.


Has Recommended Bidder Worked for Village Previously _____ X Yes _____ No
If yes, was quality of work acceptable _____ X Yes _____ No
Was item bid in accordance with Public Act 95-1295? _____ Yes _____ No
Waiver of bids – Public Act 85-1295 does not apply _____ X Yes

REVIEW (AS NECESSARY):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

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

MEETING DATE: March 15, 2018

SUBJECT: **Approval of Development Services Inspection Consultant Services for 2018 – Thomas Engineering Group**

The Community Development Department generally utilizes in-house staff to cover the engineering inspection activities required as part of the construction approval process. However, in order to cover the vacancy of this staff position, the Village brought in an engineering consultant to cover inspections during the vacancy of this in-house staff position in 2017. While the position was filled in late 2017, it is again vacant.

To ensure that the Village has adequate field inspection coverage for issued building permits during the 2018 construction season, staff has sought qualified firms to perform such inspection activities. Staff did solicit proposals from three other firms that have been utilized by the Village in the past – Thomas Engineering, HRGreen and Robinson Engineering. Through this process, Thomas Engineering offered the desired level of service at the lowest rate.

Thomas Engineering:	\$96.46/hour
HRGreen:	\$135.00/hour plus driving expenses
Robinson Engineering:	\$99.00-\$110.00/hour

Thomas Engineering has competently performed assigned inspection activities for the Village in the past and approval of the request would help ensure that the inspection processes would remain unaffected. As such, staff is seeking concurrence from the Village Board for approval of contractual services with Thomas Engineering Group until the end of the 2018 construction season. Attached for reference purposes is the draft agreement between the Village and Thomas Engineering, which has been reviewed by Village Counsel.

Separate but related, Community Development is holding off on filling the open Development Services Inspector position at this time as we anticipate that the utilizing Thomas Engineering, B&F Technical Services (an existing contracted firm for selected

Building Division activities) and available Village staff. However, after the completion of the 2018 construction season, we will re-evaluate the matter.

RECOMMENDATION:

Staff recommends that the Village Board of Trustees waive formal bidding and authorize the signature of the Village Manager on an agreement with Thomas Engineering Group to perform engineering inspection activities on behalf of the Village at a rate not to exceed \$96.46 per hour for the 2018 construction season.

Village of Lombard Community Development Assistance Development Services Inspector

Proposal

The Village is considering professional engineering services to conduct inspections of private improvements to ensure that all public and private aspects of the work comply with all applicable requirements. These tasks will be performed under the direction of the Community Development Director, William Heniff, and Private Development Engineer, Jana Bryant. Thomas Engineering Group, LLC (TEG) anticipates that services will be on-call inspections on a part-time to full-time basis.

SCOPE OF SERVICES

The purpose of this job is to conduct construction site inspections of all privately initiated improvements, to ensure that all public and private improvements comply with applicable requirements. The work is performed under the direction of the Community Development Director.

Generally, TEG will provide inspection for all roadway, pavement, driveways, water main, sanitary sewer, force main, and storm sewer installation in accordance with the essential functions of a Development Services Inspector. TEG's scope of services for specific work items is outlined below:

- Conducts site inspections of privately initiated improvement projects; prepares daily inspection reports regarding conditions found, action taken, work performed and recommendations; prepares lists of deficiencies for project closeouts.
- Ensures public and private improvement compliance with standard construction procedures, approved review plans and municipal codes and ordinances.
- Coordinates proposed and ongoing site construction with supervisors, contractors, other departments and government agencies.
- Surveys sites for drainage issues and brings them to the attention of the Village.
- Performs other functions as assigned or required.

TEG is committed to providing excellent service that brings the highest value to the Village and its residents. This commitment is shown through our previous work and through our passion for our profession of going the extra mile for our clients.

OTHER KEY TASKS

Engineering Plan Reviews – TEG Understands the Village's need to be able to quickly and accurately evaluate site, access and development plans. TEG staff will familiarize themselves with local zoning ordinances, comprehensive plans and applicable building codes. Upon notice to proceed, TEG will meet with the Community Development Director to thoroughly discuss the current means and methods of the Village. TEG understands the importance of quick and accurate reviews so as to protect the Village from poorly planned development without discouraging economic development.

NPDES Requirements – TEG is well versed with all the requirements of the National Pollutant Discharge Elimination System (NPDES). This includes all necessary annual outfall and detention inspections and reporting, as well as following the six minimum control measures required for Municipal Separate Storm Sewer Systems (MS4). TEG understands the importance of keeping good records in addressing stormwater management and erosion control issues to stay current with all required permitting and regulatory requirements.

Village of Lombard Community Development Assistance Development Services Inspector

Proposal

CONSTRUCTION INSPECTION TEAM

The people identified for this project are qualified personnel and who are committed to providing long-term value for the Village of Lombard. The following are brief descriptions of the personnel committed to this project and their roles on the team.

TEG will provide a single point of contact, **Kent Williams**, our proposed Lead Inspector, who will be responsive to any Village or Developer inquiry within 24 hours. Mr. Williams is a Senior Technician, who has over 12 years of experience involving bridge, municipal, and highway/roadway construction management. Over these 12 years he has compiled a wide range of construction knowledge and experience while working for IDOT, ISTHA, CDOT, various counties, and municipalities. Kent's professional experiences range from bridge construction and rehabilitation, bridge painting, bituminous and concrete paving, earth excavation, drainage, water main, structural construction, lighting and signalization. Kent recently served as the resident engineer for an 11 block residential street and utility reconstruction project in Elgin and a \$785K water main rehabilitation project in the City of Wheaton.

Kent will be assisted by other qualified Thomas Engineering Group support Inspectors, as necessary, at the Village's direction. TEG additional support staff will be under the direct supervision of Mr. Williams. He will schedule and communicate each inspection task, within 24 hours from the time of notification, to the appropriate and Village-preferred construction inspector. TEG understands the importance of being responsive during fast moving construction activities and we are committed to responding promptly. TEG wants to be an active part of the development process and therefore will strive to not be the reason that construction doesn't start on time. We will work with the developer and the developer's engineer to keep projects from being delayed.

SUPPORT STAFF

Elias Korolis

Mr. Korolis is a municipal engineer with 5 years of experience primarily in municipal construction inspection. Mr. Korolis has knowledge and experiences pertaining to earth excavation, drainage structures, water main installation, landscaping, and bituminous road resurfacing. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification. Mr. Korolis also assists staff on design projects.

Hyder Syed

Mr. Syed has over 12 years of extensive international experience in construction engineering and construction inspection and documentation of various types of projects including roadways, industrial and drainage inspection. He possesses proficiency in quality control procedures; specifically in the field of site inspection. Measurement and recording executed works, preparing reports, maintaining site records and interpersonal skills to effectively interact with coworkers, clients and contractors.

Stephen VanDeveer

Mr. VanDeveer is an ISA certified arborist with phase I and phase III experience in the arboriculture field. He has over 10 years of experience involving vegetation management, tree surveys, roadway, bridge, and utility construction. He has specialized experience and training in root protection and tree health maintenance during construction. As a construction inspector, he also has experience with utility construction and maintenance, HMA and WMA pavement, PCC pavement, pavement patching, PCC and

**Village of Lombard
Community Development Assistance
Development Services Inspector**

Proposal

latex concrete bridge deck construction, steel and concrete bridge beam repairs, bridge substructure construction and repairs, precast pedestrian tunnel installation, concrete box culvert installation and repairs, earth excavation, trench backfill, furnished excavation, PCC sidewalk, stamped / dyed concrete sidewalk, curb and gutter, guardrail, striping, and traffic control and protection.

Tomasz Tretowicz

Mr. Tretowicz brings over 7 years of municipal experience. He has direct experience with capital improvement projects while working for the Village of Oak Park. Mr. Tretowicz performed a wide scope of tasks associated with street resurfacing projects, sidewalk replacement program, and water and sewer main improvements. He has taken on many responsibilities during his time in Oak Park, incorporating roles of a technician, drafter, resident engineer, design engineer, and an inspector. Some of his duties included site surveying, CAD drafting, plan design, construction oversight and inspection as well as utilities coordination, residential coordination and overall project management. In addition to capital improvement projects, Mr. Tretowicz acted as a liaison with private utility companies. He has administered permitting and conducted right-of-way restoration inspections.

FEE

Hourly billing rates listed herein are based upon qualified employees that are available to meet the Village's assignments. We propose to accomplish the work on a Time and Material basis using the hourly billing rate for our qualified construction personnel and a Direct Labor Multiplier (DLM) method of compensation. The DLM method of payment compensates the Consultant for actual direct costs plus a specified multiplier. The allowable IDOT direct labor multiplier is 2.80 times the cost of direct labor, however, we are proposing a fixed 2.60 multiplier for 2018, resulting in the below listed billing rates.

**Thomas Engineering Group, LLC
Hourly Billing Rate Schedule
2018**



DLM = 2.60

Staff	Classification	Billing Rate
Brian Witkowski, P.E., CFM, CSI	Project Manager	\$ 154.65
Kent Williams	Lead Inspector	\$ 96.46
Elias Korolis	Construction Inspector	\$ 77.79
Hyder Syed	Construction Inspector	\$ 94.69
Stephen VanDeveer	Construction Inspector	\$ 102.18
Tomasz Tretowicz	Construction Inspector	\$ 102.39

**Village of Lombard
Community Development Assistance
Development Services Inspector**

Proposal

Based on staff availability and matching qualifications, TEG proposes Mr. Kent Williams as the primary Lead Inspector. The below listed detail represents we have developed in terms of our proposed work effort and cost based on discussions with the Department of Community Development.

Estimated Duration = March through November

Estimated Hours per Week = 30-40 hours

Estimated Number of Service Hours per Month = 4 weeks x 35 hours/week = 140 hours

Estimated Montly Cost (Kent Williams) = 140 hours x \$96.46/hour = \$13,504.40

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 being selected by the Village of Lombard and can negotiate the scope and effort to meet the exact expectation of the Village. TEG is excited to serve the Village of Lombard and is dedicated to providing outstanding service and content.



Village of Lombard
Community Development Assistance
Development Services Inspector

Proposal

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
55 West 22nd Street
Suite 300
Lombard, Illinois 60148

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

March 5, 2018
Date

Date

Kevin VanDeWoestyne
Printed Name

Printed Name

Principal, Thomas Engineering Group, LLC
Title & Organization

Title & Organization

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 Labor 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.