

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 : October 6, 2020 **(BOT) Date:** October 15, 2020

SUBJECT: Approval of Development Services Inspection Consultant Services –
Thomas Engineering Group Amendment

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

BACKGROUND/POLICY IMPLICATIONS:

On January 23, 2020, the Village Board approved a professional services agreement with Thomas Engineering Services to provide for engineering plan review, engineering inspection activities and private-property engineering consultations. The agreement placed a cap on such services at \$255,556.88.

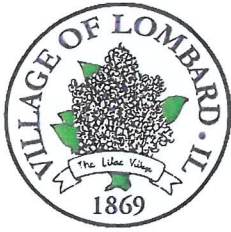
The original projections were based upon additional factors that did not materialize or significantly changed the incurred costs that were estimated as part of the projections.

Staff recommends that the Village Board of Trustees approve the expenditures associated with the previously approved contract with Thomas Engineering Group for engineering inspection and plan review activities on behalf of the Community Development Department for the 2020 calendar year in an amount to not exceed \$310,000.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

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

MEETING DATE: October 15, 2020

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

On January 23, 2020, the Village Board approved a professional services agreement with Thomas Engineering Services to provide for engineering plan review, engineering inspection activities and private-property engineering consultations. The agreement placed a cap on such services at \$255,556.88.

The original projections were based upon additional factors that did not materialize or significantly changed the incurred costs that were estimated as part of the projections.

1. The Private Development Engineer position was not filled throughout 2020, thereby resulting in there being no internal employees within the Community Development Department to cover such activities. Thomas Engineering took on additional responsibilities covering the workload during this period, albeit at a significantly higher cost. The Village has extended an employment offer to Brian Witkowski to fill the vacant position, which will reduce engineering costs in the future.
2. Thomas Engineering also provided third-party consultant services as part of advance planning efforts for proposed projects. Several of these projects did provide the Village with consultation deposits pursuant to Chapter 16 of Village Code. As such, the costs incurred through their services will be partly covered by the deposits.
3. The Development Services Inspector position remained vacant in 2020 and as such the third-party field inspector took on a significantly greater role in plan review activities – far beyond the originally contemplated 20 hour/week estimation contemplated at the start of the year.
4. The May, 2020 storm event resulted in a number of follow-up visits and companion reports for residents on ways to address drainage matters.

Below is the monthly payment ledger to Thomas Engineering for 2020 services. With four remaining billing cycles left in the calendar year, it is clear that the \$255,556.88 figure will be exceeded.

Invoice Number	Date	PO #	Description of Services	Amount
20-036	2/17/2020	20-633	Engineering Plan Review & Inspection Services - January 2020	\$21,030.75
20-061	3/16/2020	20-875	Engineering Plan Review & Inspection Services - February 2020	\$17,427.95
20-079	4/8/2020	20-1130	Engineering Plan Review & Inspection Services - March 2020	\$23,995.07
20-125	5/8/2020	20-1365	Engineering Plan Review & Inspection Services - April 2020	\$23,562.96
20-147	6/8/2020	20-1653	Engineering Plan Review & Inspection Services - May 2020	\$29,115.78
20-190	7/17/2020	20-2028	Engineering Plan Review & Inspection Services - June 2020	\$34,251.55
20-205	8/7/2020	20-2220	Engineering Plan Review & Inspection Services - July 2020	\$38,140.01
20-251	9/18/2020	TBD	Engineering Plan Review & Inspection Services - August 2020	\$32,474.53
Totals		Transaction count: 8	GRAND TOTAL	\$219,998.60

Attached is the Original Agreement for the 2020 calendar year and payment would be based upon an hours-worked basis only. Based upon these hourly figures which are not subject to change, staff anticipates that the final costs to be incurred through this service will be approximately \$310,000.

RECOMMENDATION:

Staff recommends that the Village Board of Trustees approve the expenditures associated with the previously approved contract with Thomas Engineering Group for engineering inspection and plan review activities on behalf of the Community Development Department for the 2020 calendar year in an amount to not exceed \$310,000.

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The Village is requesting professional engineering services to conduct inspections and perform plan reviews of private improvements in 2020. The work is performed under the direction of the Community Development Director, with internal engineering consultation and coordination being handled by the Assistant Director of Public Works. Thomas Engineering Group, LLC (TEG) anticipates that services will be full-time for one employee and a second employee will range from part time to full-time basis and day-to-day with other employees filling in as needed. These services will be provided at the discretion of the Village of Lombard.

SCOPE OF SERVICES

TEG has been providing community development assistance to the Village of Lombard since late 2017. The purpose of this contract is to act as an extension of the Community Development Department to conduct construction site inspections and plan or permit reviews of privately initiated improvements to ensure that all public and private improvements comply with applicable Village requirements.

The list below is not to be construed as exclusive or all-inclusive. Other duties may be required and assigned as it pertains to engineering activities.

Inspections – 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 site specific inspections 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.

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 stormwater 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.

Stormwater Administrator – TEG shall act in capacity of the Village’s Stormwater Administrator while the Private Development Engineer position is vacant, having the responsibilities and duties as provided in the DuPage Countywide Ordinance and the Village Municipal Code. TEG will review

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engineering plans for compliance with Village Code and the DuPage County Countywide Stormwater and Floodplain Ordinance. The Municipal Code is more restrictive than the Countywide Ordinance. As such, projects that require a stormwater permit under the Countywide Ordinance as well as more minor developments that increase net imperviousness area by 500 sf shall require review by a professional engineer.

General Consultation and Meetings – The Village has a need for consulting engineering services on a periodic basis for purposes of answering questions on general municipal engineering, reviewing plans and generating reports relating to general municipal engineering, drainage, and site development improvement issues.

TEG will meet and correspond with developers, realtors, other agencies, residents, Village staff and elected officials as directed or warranted regarding engineering projects and issues. TEG will provide effective resolutions to problems during construction.

Technical Guidance – Provide guidance to residents to mitigate localized flooding issues. Provide consultation services associated with the Village's backyard drainage grant program.

Assist staff and/or Village Attorney in code enforcement pertaining to public improvements and drainage issues, assists staff in formulating engineering polices including ordinance and resolution creation, inspects construction activities, administers fees, bonds and letters of credit, performs survey and design functions, and approves certificates of occupancy.

Provide technical engineering assistance activities to Village Board and Commissions as necessary and warranted;

Conduct site inspections of privately initiated improvement projects; prepares inspection reports regarding conditions found and utilizes Village's software programs for data collection and retrieval efforts, action taken, work performed and recommendations; prepares lists of deficiencies for project closeouts; generates correspondences as needed.

Ensure public and private improvement compliance with standard construction procedures, approved review plans and municipal codes and ordinances.

Construction Coordination – Coordinate proposed and ongoing site construction with supervisors, contractors, other departments and government agencies. Coordinate project sign off for close-out with other departments and divisions.

Review and verify easements, as-builts and general plans; reviews geo-technical consulting reports. Track letters of credit securing extensions, reductions, draws and processes releases.

Prepare a variety of correspondence, memos and reports; issues stop-work order notices; update specifications manual. Schedule meetings and inspections.

TEG will work with the Village to identify deficiencies and recommend changes to municipal codes and ordinances related to engineering matters under the scope and purview.

The Village may ask TEG to conduct special projects as assigned. Assignment of projects will take into consideration the skillset and qualifications of TEG employees to ensure that costs to the Village are minimized and the quality of service is maintained.

TEG is committed to providing excellent service that brings the highest value to the Village and

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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.

STAFF

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, **Tomasz Tretowicz**, our proposed Lead Inspector, who will be responsive to any Village or Developer inquiry within 24 hours. Mr. Tretowicz brings nearly 10 years of municipal experience including experience in this role in 2018 and 2019. He has direct experience with capital improvement projects while working for the Village of Oak Park. Mr. Tretowicz, a former employee for the Village of Oak Park, has 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 in his career, incorporating roles of a technician, drafter, resident engineer, design engineer, and an inspector. Other experience includes 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.

Tom will be assisted by other qualified Thomas Engineering Group support inspectors and reviewers, as necessary. TEG additional support staff will be under the direct supervision of of the Village. Tom will schedule and communicate each inspection task, within 24 hours from the time of notification, to the appropriate construction inspector or plan reviewer. 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

Brian Witkowski, P.E., CFM, CSI

Brian will serve as our overall Project Manager and Professional Engineer. Brian will provide technical assistance to Tom and perform plan and permit reviews when the area of expertise is beyond Tom's experience. Mr. Witkowski has over 15 years of experience in municipal engineering and community development assistance.

Nicholas Orf, P.E., CFM, CPESC

Mr. Orf is a registered professional engineer, certified floodplain manager, and certified professional in erosion and sediment control with over 15 years of experience. He has an extensive background in stormwater management, conveyance, storage design, hydrologic and hydraulic modeling, floodplain and floodway studies, watershed planning, best management practices, roadway drainage design, municipal and general engineering, environmental engineering, conservation site design, and wastewater conveyance.

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Matthew Champine, P.E.

Mr. Champine is a registered professional engineer with over 10 years of experience. Along with construction management services, Mr. Champine has knowledge and experience pertaining to earth excavation, drainage systems, water main installation, landscaping, and PCC and bituminous paving. Specific responsibilities include documentation of construction activities and contract quantities, site surveying, plan review and quantity verification on roadway and utility projects such as the Village's own Roosevelt Road Water Main Lining Rehabilitation Project and the Westmore-Meyers Resurfacing Project.

Jeffrey J. Klein, P.E.

Mr. Klein is registered professional engineer with over 15 years of experience involving municipal and highway / roadway design and construction. He has extensive knowledge in bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. His responsibilities include observation and documentation of urban and rural roadway and bridge resurfacing and reconstruction projects.

Kent Williams

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.

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.

Jake Kelley

Mr. Kelley has over 5 years of construction experience in construction management and inspection. He has knowledge and experiences pertaining to highway reconstruction as well as with PCC pavement, asphalt pavement, drilled shafts, noise wall, storm sewer, cleaning and televising storm sewers, sign fabrication and installation, and more. Specific responsibilities include documentation of construction activities and contract quantities, plan review, invoice review, submittal review, and quantity verification.

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COMMITMENT

TEG proposes Mr. Tomasz Tretowicz as the primary inspector and reviewer. Brian Witkowski, P.E., CFM, CSI will serve as our overall Project Manager and Professional Engineer. Based on the Village's anticipated needs and TEG's matching qualifications, TEG proposes 2,200 professional service hours in accordance with Exhibit A. The proposed schedule assumes that Tom will handle the bulk of the work with assistance by other qualified Thomas Engineering Group support inspectors and reviewers, as necessary.

The estimated hours are intended to serve the Village's needs for the entire 12 month period. It shall be noted that community development services for larger specific developments, as 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 being selected by the Village of Lombard and can negotiate the scope and effort to meet the exact expectation of the Village. This contract will be a not to exceed contract for a maximum amount of \$255,556.88. Any additional fee will need to be approved in a separate contract by the Village of Lombard.

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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 using and hourly Direct Labor Multiplier (DLM) method of compensation. The allowable IDOT direct labor multiplier is 2.80 times the cost of direct labor, however, we are proposing a fixed 2.65 multiplier for 2020, resulting in the billing rates found below:

2020 BILLING RATE TABLE			
			MULTIPLIER 2.65
EMPLOYEE CLASSIFICATION	NAME	DIRECT LABOR	BILLING RATE
PROJECT PRINCIPAL	KEVIN VANDEWOESTYNE	\$ 75.00	\$ 198.75
PROJECT MANAGER	DOUGLAS MASTERS	\$ 68.95	\$ 182.72
PROJECT MANAGER	BRIAN WITKOWSKI	\$ 62.38	\$ 165.31
PROJECT ENGINEER	TOMASZ TRETOWICZ	\$ 42.59	\$ 112.86
PROJECT ENGINEER	ALEJANDRO ZEPEDA	\$ 31.50	\$ 83.48
PROJECT ENGINEER	ELIAS KOROLIS	\$ 33.45	\$ 88.64
CHIEF SURVEYOR	CHRIS DEYOUNG	\$ 56.10	\$ 148.67
CADD TECHNICIAN	JAMES HAITSMAN	\$ 44.10	\$ 116.87
CADD TECHNICIAN	DON NAUGHTON	\$ 44.10	\$ 116.87
TECHNICIAN	ANGELIA MILSAP	\$ 28.25	\$ 74.86
PROJECT MANAGER	NICK ORF	\$ 61.02	\$ 161.70
PROJECT ENGINEER	MATT CHAMPINE	\$ 54.88	\$ 145.43
TECHNICIAN	JAKE KELLEY	\$ 33.28	\$ 88.19
PROJECT ENGINEER	GRANT JOHNSON	\$ 46.92	\$ 124.34
PROJECT MANAGER	JEFF KLEIN	\$ 55.90	\$ 148.14
TECHNICIAN	KENT WILLIAMS	\$ 39.75	\$ 105.34
PROJECT ENGINEER	STEPHEN VANDEVEER	\$ 46.35	\$ 122.83

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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

By: 
Authorized Signature

January 13, 2020
Date

Kevin VanDeWoestyne
Printed Name

Principal, Thomas Engineering Group, LLC
Title & Organization

ACCEPTED AND AGREED TO:
Village of Lombard

By: 
Authorized Signature

January 23, 2020
Date

Keith Giagnorio
Printed Name

Village President,
Village of Lombard
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.

**Exhibit A: 1-Year Cost Proposal
Schedule of Services and Fees**



TEG 1-YEAR SERVICE PROPOSAL

				DIRECT LABOR		MULTIPLIER	
				MANHOURS	PAYROLL	2.65	
EMPLOYEE CLASSIFICATION	NAME	DIRECT LABOR	% UTILIZATION	MANHOURS	PAYROLL	PAYROLL X MULTIPLIER	
2020							
PROJECT PRINCIPAL	KEVIN VANDEWOESTYNE	\$ 75.00	1%	22	\$ 1,650.00	\$ 4,372.50	
PROJECT MANAGER	DOUGLAS MASTERS	\$ 68.95	0%	0	\$ -	\$ -	
PROJECT MANAGER	BRIAN WITKOWSKI	\$ 62.38	15%	330	\$ 20,585.40	\$ 54,551.31	
PROJECT ENGINEER	TOMASZ TRETOWICZ	\$ 42.59	72%	1584	\$ 67,462.56	\$ 178,775.78	
PROJECT ENGINEER	ALEJANDRO ZEPEDA	\$ 31.50	2%	44	\$ 1,386.00	\$ 3,672.90	
PROJECT ENGINEER	ELIAS KOROLIS	\$ 33.45	2%	44	\$ 1,471.80	\$ 3,900.27	
CHIEF SURVEYOR	CHRIS DEYOUNG	\$ 56.10	0%	0	\$ -	\$ -	
CADD TECHNICIAN	JAMES HAITSMAN	\$ 44.10	2%	44	\$ 1,940.40	\$ 5,142.06	
CADD TECHNICIAN	DON NAUGHTON	\$ 44.10	2%	44	\$ 1,940.40	\$ 5,142.06	
TECHNICIAN	ANGELIA MILSAP	\$ 28.25	0%	0	\$ -	\$ -	
PROJECT MANAGER	NICK ORF	\$ 61.02	4%	88	\$ 5,369.76	\$ 14,229.86	
PROJECT ENGINEER	MATT CHAMPINE	\$ 54.88	0%	0	\$ -	\$ -	
TECHNICIAN	JAKE KELLEY	\$ 33.28	0%	0	\$ -	\$ -	
PROJECT ENGINEER	GRANT JOHNSON	\$ 46.92	0%	0	\$ -	\$ -	
PROJECT MANAGER	JEFF KLEIN	\$ 55.90	0%	0	\$ -	\$ -	
TECHNICIAN	KENT WILLIAMS	\$ 39.75	0%	0	\$ -	\$ -	
PROJECT ENGINEER	STEPHEN VANDEVEER	\$ 46.35	0%	0	\$ -	\$ -	
2020 SUMMARY				Total Hours	2200	\$ 96,436.56	\$ 255,556.88
2020 SUMMARY						YEAR TOTAL	\$ 255,556.88
2020 SUMMARY				Total Hours	2200	TOTAL LABOR	\$ 255,556.88
*Firm's approved Overhead Rate (OH) on file with IDOT's Bureau of Accounting and Auditing = 1.5446						TOTAL 1-YEAR PROPOSED COST	\$ 255,556.88