

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

 X 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 Niehaus, Village Manager

DATE: December 19, 2019 (COW) (B of T) **Date:** January 9, 2020

TITLE: Consultant Engineering Services

SUBMITTED BY: Carl Goldsmith, Director of Public Works *gy*

BACKGROUND/POLICY IMPLICATIONS:

An agreement with Robinson Engineering, Ltd. to provide consulting engineering services to the Village of Lombard for 2020-2022.

FISCAL IMPACT/FUNDING SOURCE:

2020 Budget - \$160,700

- 20% General Fund Engineering Administration (101.270.330.75410)
- 40% Capital Projects Construction Fund (410.710.725.75410)
- 40% Water And Sewer Capital Fund (510.270.350.75350)

Review (as necessary):

Village Attorney	_____	Date	_____
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.



December 19, 2019

To: Village President and Board of Trustees

Through: Scott Niehaus, Village Manager

From: Carl Goldsmith, Director of Public Works 9

Subject: Consultant Services Agreement

The Department of Public Works has contracted with Robinson Engineering, Ltd. to fill the role of Village Engineer since 2015. They had been selected at that time by an internal team as the most qualified firm based on a request for qualifications (RFQ) that had been issued to a total of eleven firms. The current three-year agreement will expire on December 31, 2019. Staff has been pleased with the performance of Robinson Engineering Ltd. As such, it is recommended that the Village enter into a further three-year agreement.

The agreement provides that the consultant will work an average of approximately 20 hours per week. Based upon the lead consultant assigned to the Village, the hourly rate will be \$174.00 per hour will be locked for the full term of the agreement with no escalator. Thus, this represents a 4.8% increase, the equivalent of 1.6% per annum, from the prior rate of \$166.00. Funding for the contract will be 20% from General Fund Engineering Administration (101.270.330.75410), 40% from the Capital Projects Construction Fund (410.710.725.75410) and 40% Water and Sewer Capital Fund (510.270.350.75350).

Staff recommends that the Village President and Board of Trustees authorize the Village President and Village Clerk to execute the attached Agreement for Consultant Services with Robinson Engineering, Ltd of Itasca, Illinois. Should you have any questions, please feel free to contact me. Please place this item on the agenda for the January 9, 2020 Village Board of Trustees meeting for consideration.

CG/DG:dg

H:\PW\ADMIN\Village Engineer\Robinson 2020-2023\BOT Memo.docx

R E S O L U T I O N
R _____ 20

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 Robinson Engineering, Ltd. regarding the Consulting Engineering Services 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 9th day of January, 2020.

Ayes; _____

Nays: _____

Absent: _____

Approved this 9th day of January, 2020.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES ("the Agreement") made and entered into this _____th day of December 2019, by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation ("VILLAGE") and Robinson Engineering, Ltd. ("CONSULTANT"). The VILLAGE and CONSULTANT are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, CONSULTANT is a firm of consulting engineers experienced in the field of general municipal engineering, drainage, and site development improvements; and

WHEREAS, 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; and

WHEREAS, the VILLAGE desires to retain the services of the CONSULTANT for periodic consultation with respect to general municipal engineering, drainage, and site development improvement issues in accordance with the Village's Request for Qualifications dated November 18, 2014, a copy of which is attached hereto as Exhibit "A" and made part hereof (the "RFQ"); and

WHEREAS, CONSULTANT desires to provide such consulting services upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth and other good and valuable consideration, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties agree as follows:

1. **INCORPORATION OF RECITALS:** The above "Whereas" clauses are expressly incorporated herein as substantive provisions of this Agreement.
2. **RELATIONSHIP BETWEEN CONSULTANT AND VILLAGE:**

CONSULTANT shall serve as the VILLAGE'S engineering consultant. This relationship is that of a buyer and seller of professional services and it is understood that the Parties have not entered into any joint venture or partnership with the other. The CONSULTANT is an independent contractor and shall not be considered to be the agent of the VILLAGE. The CONSULTANT shall render consulting services in accordance to generally accepted and currently recognized engineering practices and principles. The CONSULTANT shall conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's profession currently practicing in the same locality under similar conditions as of the date of this Agreement. Each Party shall designate one person to act with authority on its behalf. The person designated shall review and respond promptly to communications received from the other Party.

3. ENGINEERING SERVICES – DAY-TO-DAY CONSULTATION:

- A. The VILLAGE contracts with CONSULTANT, and the CONSULTANT accepts such contractual arrangement to perform ongoing engineering consulting services on a periodic basis with respect to general municipal engineering, drainage and site development improvement issues, including, but not limited to, consultation, plan review report generation, etc. (“ASSIGNMENT” or “ASSIGNMENTS”). These types of assignments are described in further detail in the Scope of Services Exhibit, attached hereto as Exhibit “B” and made part hereof.
- B. ASSIGNMENTS shall be undertaken by CONSULTANT at the request of the VILLAGE’S Director of Public Works or his designee, including execution of documents on behalf of the VILLAGE in the capacity of “Village Engineer,” provided the CONSULTANT is in concurrence with the content of said documents, in CONSULTANT’S professional judgment. When any ASSIGNMENT requires a written response or report by the CONSULTANT, such response or report shall be in writing.
- C. The CONSULTANT shall work at the Lombard Public Works Facility between sixteen (16) and twenty-four (24) hours per week for periodic activities, resources, and support provided to VILLAGE Public Works staff, relative to those items set forth in Section D. PROJECT SCOPE of the RFQ, explicitly excluding any work related to third party site development improvement issues subject to reimbursement agreements.

The VILLAGE shall pay the CONSULTANT at the rate of One Hundred Seventy-Four and No/100 Dollars (\$174.00) per hour, inclusive of all direct and indirect costs, for the engineer designated for performance of the ASSIGNMENT. CONSULTANT shall submit itemized invoices containing sufficient detail of the work performed to enable the VILLAGE to properly evaluate the payout request. The VILLAGE shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act. The rate of One Hundred Seventy-Four and No/100 Dollars (\$174.00) per hour, inclusive of all direct and indirect costs, shall remain in effect through the term of this agreement.

However, in regard to any ASSIGNMENT given to the CONSULTANT, that the CONSULTANT reasonably believes would exceed the defined terms of this AGREEMENT, the CONSULTANT shall provide a not-to-exceed estimate to complete the work before proceeding. Upon completion of the ASSIGNMENT, the CONSULTANT shall be reimbursed for all time devoted to any given ASSIGNMENT based on the CONSULTANT’S cost. The CONSULTANT’S cost shall be the sum of direct labor cost, other direct costs, and indirect costs incurred to complete the ASSIGNMENT. These costs are defined as follows:

“Direct labor costs”: Shall be the actual amount paid to employees and partners for time chargeable, during a normal eight (8) hour work day, with respect to an ASSIGNMENT.

“Other direct costs”: Shall be customary, usual, and identifiable actual out-of-pocket expenses incurred by the CONSULTANT with respect to an ASSIGNMENT.

“Indirect costs”: Shall be a factor intended to cover indirect salary and overhead costs and shall be calculated by multiplying direct labor costs by a factor of 1.80.

The direct labor costs by job classification are as follows for ASSIGNMENTS made during the Agreement term ending December 31, 2022.

CLASSIFICATION	RANGE OF RATES	
Principal Engineer	\$198.00	\$200.00
Senior Project Manager	\$174.00	\$188.00
Senior Structural Engineer	\$184.00	
Senior Engineer	\$158.00	\$172.00
Project Engineer	\$117.00	\$147.00
Project Manager	\$128.00	\$147.00
Engineering Technologist	\$95.00	\$120.00
Engineering Technician	\$102.00	\$115.00
Chief Land Surveyor	\$158.00	
Land Surveyor	\$115.00	\$142.00
Surveying Technologist	\$102.00	\$115.00
Grant Writer	\$89.00	\$109.00
Project Developer	\$102.00	\$159.00
Intern	\$50.00	
GIS Coordinator	\$153.00	
GIS Developer	\$125.00	
GIS Technologist	\$100.00	
CAD Manager	\$136.00	
CAD Designer	\$126.00	
CAD Technologist	\$94.00	\$109.00
Resident Engineer	\$123.00	\$149.00
Resident Engineering Rep.	\$123.00	\$133.00
Field Superintendent	\$154.00	
Assistant Field Superintendent	\$142.00	
Field Crew Chief	\$115.00	
Field Crew Member	\$74.00	\$90.00
Operator Coordinator	\$97.00	
Operator	\$83.00	\$93.00
IT Coordinator	\$136.00	
IT Technologist	\$102.00	
Administrative	\$75.00	\$86.00
Project Administration	\$02.00	
Planner	\$126.00	
Operations Manager	\$137.00	

D. The engineer assigned by the CONSULTANT to perform the ASSIGNMENTS shall not be changed without thirty (30) days prior written notice to the VILLAGE and the approval of the Director of Public Works; such approval not to be unreasonably withheld.

4. **METHOD OF PAYMENT TO CONSULTANT:** The CONSULTANT shall submit an invoice once a month for services performed during the invoiced period. The CONSULTANT's invoice shall specify the work that was completed. When related to site development improvement issues the invoice shall note what ASSIGNMENT those costs were attributable to in order for the VILLAGE to seek reimbursement. Payment will be made in full on the basis of approved invoices and supporting documentation.

5. **OWNERSHIP OF DOCUMENTS:** The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT under the terms of this Agreement shall be properly arranged, indexed and delivered to the VILLAGE upon termination or completion of the work performed by CONSULTANT under this Agreement. These documents shall become and remain the property of the VILLAGE; however, CONSULTANT is hereby granted a license to possess said documents, and use said documents relative to any work performed by CONSULTANT for the VILLAGE, which shall have the right to use same at the VILLAGE'S sole risk without restriction or limitation and without compensation to the CONSULTANT other than that provided in this Agreement. The Parties acknowledge and agree that the VILLAGE'S use of any such documents for purposes other than the ASSIGNMENT for which such documents were prepared, or as directed by the CONSULTANT with respect to a subsequent ASSIGNMENT ("ALTERNATE USES"), shall be solely at the risk of the VILLAGE and the VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, losses and expenses, including attorney's fees, arising out of or resulting from ALTERNATE USES.

6. **INSURANCE**

A. During the term of the contract, the CONSULTANT 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 CONSULTANT owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage - \$2,000,000.00 (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 - \$1,000,000.00.

B. The CONSULTANT 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 contract, 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. The CONSULTANT shall require sub-CONSULTANTS, if any, not protected under the CONSULTANT'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONSULTANT. Certificates as described in

(B) above shall be provided to the VILLAGE for the sub-CONSULTANT.

- D. Certificates of insurance shall be provided to the VILLAGE on standard certificate forms, signed by an authorized agent of the brokerage firm or carrier providing the certificates. Carriers providing coverage shall be reputable, and only those insurance companies having an A.M. Best rating of A; class VI or better shall be used unless prior written approval is obtained from the VILLAGE.

7. INDEMNIFICATION:

- A. The CONSULTANT shall indemnify, defend and save harmless the VILLAGE, 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 CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including 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. Notwithstanding the foregoing, CONSULTANT will have no liability to the VILLAGE to the extent any claims, losses, costs, expenses or damages arise out of or result from any act, omission, negligence or willful misconduct of the VILLAGE or its officers, agents, employees, representatives or assigns.
- B. The VILLAGE shall indemnify, defend and save harmless the CONSULTANT, 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 VILLAGE, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including 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. Notwithstanding the foregoing, VILLAGE will have no liability to the CONSULTANT to the extent any claims, losses, costs, expenses or damages arise out of or result from any act, omission, negligence or willful misconduct of the CONSULTANT or its officers, agents, employees, representatives or assigns.

8. TERMINATION: This Agreement shall commence as of the date first above written and shall terminate on December 31, 2022.

Notwithstanding any provision contained in this Agreement to the contrary, this Agreement may be terminated by either the CONSULTANT or the VILLAGE upon the giving of thirty (30) days prior written notice to the other party to this Agreement. In the event of termination by either party, the CONSULTANT shall be paid for the value of all acceptable work performed prior to the effective date of termination, based upon the payment terms of this Agreement.

9. CERTIFICATE OF CONSULTANT: The Certificate of Consultant, a copy of which is attached hereto as Exhibit "C" and made a part hereof, be and the same is hereby incorporated herein by reference,

and the CONSULTANT shall complete and file same with the VILLAGE at the time of the CONSULTANT'S execution of this Agreement.

10. DRUG FREE WORKPLACE: The State of Illinois Drug Free Workplace Certification, a copy of which is attached hereto as Exhibit "D" and made a part hereof, be and the same is hereby incorporated herein by reference, and the CONSULTANT shall complete and file same with the VILLAGE at the time of the CONSULTANT'S execution of this Agreement.
11. NOTICES: All notices hereunder shall be in writing and shall be served either personally, by overnight carrier or by certified or registered mail addressed as follows:
 - A. If to the VILLAGE:
Village of Lombard
ATTN: Director of Public Works
255 E. Wilson Avenue
Lombard, Illinois 60148-3926
 - B. If to the CONSULTANT:
Robinson Engineering, Ltd.
ATTN: Aaron E. Fundich, Executive Vice President
127 North Walnut Street, Suite 200
Itasca, IL 60143
 - C. Service by personal delivery or overnight carrier shall be deemed given when actually delivered. Service by registered or certified mail shall be deemed given on the third day after the mailing thereof. Either Party may designate other persons or places to which notice shall be given by written notice shall designate for notice thereof to the other Party hereto.
12. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement and further shall not be used to construe the terms hereof.
13. GENDER: Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the single number shall include the plural, and words imparting the plural shall include the singular.
14. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the respective Parties, their successors, heirs and assigns. Notwithstanding the foregoing, this Agreement shall not be assigned by either Party hereto without the prior written consent of the other Party to this Agreement.
15. PREVAILING WAGES: In accordance with the law and the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works" (the "Act"), not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this Agreement, to the extent the work performed is subject to the Act. CONSULTANT shall thoroughly familiarize themselves with the

provisions of the Act and shall prepare any and all documents in strict compliance therewith and shall maintain compliance with the same throughout the term of the Agreement including submitting all required documentation to the VILLAGE. Copies of the prevailing rate of wages for this VILLAGE are on file in the office of the Village Clerk of the Village of Lombard. The CONSULTANT shall be responsible for monitoring the current prevailing wage and adjusting their rates accordingly. All bonds shall include a provision as guarantee the faithful performance of each prevailing wage clause as provided by this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY: In the event of the CONSULTANT'S non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the CONSULTANT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the CONSULTANT agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, order of protection status, physical or mental disability unrelated to ability, military status or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, order of protection status, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- C. The CONSULTANT will not utilize any subcontractor declared by the Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

17. COMPLIANCE WITH FREEDOM OF INFORMATION ACT: The VILLAGE is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("FOIA"). FOIA requires the VILLAGE to provide, if requested to do so by any person, copies of documents that may be in CONSULTANT's possession and related to this Agreement. As a condition of this Agreement, CONSULTANT agrees to and shall provide to the VILLAGE, copies of any and all such documents when directed to do so by the VILLAGE. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN five (5) working days after the date of the VILLAGE'S written direction to provide such documents. Failure of the CONSULTANT to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the VILLAGE to the CONSULTANT, which shall be paid immediately by the CONSULTANT upon demand of the same by the VILLAGE. CONSULTANT shall be entitled to compensation for actual time expended and direct costs for reproduction of documents so requested by VILLAGE.

18. EMPLOYMENT OF ILLINOIS WORKERS: The CONSULTANT shall be fully responsible to comply with the law and the provisions of 30 ILCS 570, entitled "Employment of Illinois Workers

on Public Works Act,” as it applies to this Agreement, if applicable. The CONSULTANT shall familiarize themselves with the requirements by referencing the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol>.

19. RELATIONSHIP WITH CONTRACTORS: CONSULTANT shall not at any time supervise, direct, or have control over any contractor’s work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors’ work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work. CONSULTANT neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work. CONSULTANT shall have no authority to stop the work of any contractor on any project.
20. ENVIRONMENTAL CONDITIONS OF SITE: CONSULTANT’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
21. LIABILITY LIMITED TO AMOUNT OF INSURANCE PROCEEDS AVAILABLE: CONSULTANT shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by State law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’s officers, directors, members, partners, agents, consultants and employees to the VILLAGE and anyone claiming by, through, or under the VILLAGE for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the work to be performed by CONSULTANT under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT’s officers, directors, members, partners, agents, employees, or consultants (hereafter “VILLAGE’S Claims”), shall not exceed the total insurance proceeds paid on behalf of or to CONSULTANT by CONSULTANT’s insurers in settlement or satisfaction of VILLAGE’S Claims under the terms and conditions of CONSULTANT’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement and available. Similarly, the total amount potentially due the CONSULTANT, or on behalf of the CONSULTANT, from the VILLAGE, under the indemnification provisions of Section 7(B) of this Agreement, shall be capped at the amounts of insurance required to be carried by CONSULTANT under Section 6 of this Agreement, so that the monetary liability cap for the VILLAGE and the CONSULTANT, under this Agreement, are the same.
22. ADDITIONAL WORK: Should the CONSULTANT be selected to provide engineering services to the VILLAGE on another project outside of the scope of this Agreement; the terms and conditions contained herein shall still apply.

23. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties. It may only be amended or modified by a written instrument signed by the Parties.
24. **COUNTERPARTS:** This Agreement is executed in counterparts, each of which shall be deemed to be and shall constitute one and the same Agreement.
25. **GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, and venue for any Court actions relative to this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

IN WITNESS THEREOF, the VILLAGE has caused this instrument to be executed by its Village President and Village Clerk on the day and year first above written, and the CONSULTANT has caused this instrument to be executed on its behalf by its Executive Vice President and Associate, being duly authorized by the CONSULTANT's governing Board of Directors.

VILLAGE OF LOMBARD, an Illinois
municipal corporation,

By: _____
Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

CONSULTANT, Robinson Engineering, Ltd.

By: _____
Aaron E. Fundich, PE,
Executive Vice President

ATTEST:

Sean P. Kelly, PE
Associate
STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County aforesaid, in the State aforesaid, DO HEREBY CERTIFY that Aaron E. Fundich, of Robinson Engineering, Ltd. (the "Company") and Sean P. Kelly of said ("Company") are personally known to me to be the same persons whose names are subscribes to the foregoing instrument as Executive Vice President and Associate of said Company, and they appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary acts and as the free and voluntary acts of said Company.

GIVEN under my hand and Notarial Seal this 17th day of December, 2019.


Notary Public



EXHIBIT “A”

REQUEST FOR QUALIFICATIONS

(attached)

VILLAGE OF LOMBARD



REQUEST FOR QUALIFICATIONS (RFQ) MUNICIPAL ENGINEERING SERVICES

Response Due Date:

December 5, 2014

Send Sealed Qualifications to:

Carl S. Goldsmith
Director of Public Works
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148

Submit Questions To:

Carl S. Goldsmith
Director of Public Works
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148
630-620-5740
goldsmithc@villageoflombard.org

A. PURPOSE

The Village of Lombard invites qualified, licensed professional engineering Firms and individuals to submit their Qualifications for Municipal Engineering Services. The Village seeks a contract with a firm and/or an individual to provide for a Village Engineer through an outsourced service arrangement.

For the purpose of this RFQ, “Village” means Village of Lombard and “Firm” means the engineering Firm or individual submitting a response to this RFQ. Qualified Firms shall provide services based on the Project Scope and Submittal Requirements sections provided below.

B. BACKGROUND

The Village of Lombard is located approximately 14 miles west of downtown Chicago and serves as a gateway to the western suburbs. It is an ethnically diverse community of 43,773 residents, with tree-lined streets, beautiful neighborhoods and parks, an excellent school system, and prosperous business community. The Village’s departments are the Village Manager’s Office, Finance, Police, Fire, Public Works and Community Development. More information regarding the Village in general can be found at www.villageoflombard.org.

Starting on January 1, 2015, the Village is transitioning from a full-time, on-staff Village Engineer to a part-time contractual arrangement. The Village Engineer maintains an office in the Village’s Public Works building and reports directly to the Assistant Director of Public Works and the Director of Public Works. The Village Engineer oversees three civil engineers and three civil engineering technicians. The Village Engineer’s duties pertain only to projects in the public right-of-way or on other Village-owned properties. The Village’s Private Development Engineer in the Community Development Department handles all private property construction and drainage matters, including all stormwater permits.

The Village Engineer shall maintain an office in the Village’s Public Works administration building, with a computer and maintained regular on-site weekly hours so as to provide the Village with a part-time “staff” presence. The Village Engineer provides all engineering services except design, construction observation, and other work requiring manpower such as traffic studies.

The Village contracts with numerous professional firms for geotechnical engineering, design engineering, resident engineering and hydrology and hydraulic engineering services. The Village Engineer has traditionally managed the Qualification-Based Selection process for these shortlists. The Assistant Director will now manage the processes. The Firm that is selected to serve as the Village Engineer will not be eligible to participate in these shortlists.

C. PROJECT OBJECTIVE

Based upon the currently proposed 10-year Capital Improvement Plan, the Village has determined that it cannot justify the need and cost for a full-time Village Engineer. Daily management of

engineering staff will be the responsibility of the Assistant Director. The Firm shall provide technical and project management duties as detailed in the Project Scope, below. It is estimated that the Firm will provide an average of 24 hours of service weekly. However, the actual hours will be as workload demands and both parties agree upon.

D. PROJECT SCOPE

Firms and individuals must demonstrate that they have the qualifications to serve as the Village Engineer. The selected Consultant Engineer shall provide technical and project management leadership for staff as well as direct services including:

1. Grant writing and submittal
2. Obtaining permits from regulatory agencies
3. Capital project estimates for budgeting
4. Preparing and bidding Village capital projects
5. Public project management and inspection
6. Project documentation, especially on IDOT forms
7. Liaison to IDOT, DuPage County, DuPage Mayors & Managers Transportation Technical Committee
8. National Pollutant Discharge Elimination System stormwater permit compliance
9. Responding to public right-of-way drainage and grading complaints
10. General municipal engineering design and assisting with GIS layer development
11. Attending occasional (not all) Village Board, Public Works Committee, Transportation & Safety Committee, and staff meetings
12. Reviewing Traffic studies
13. Updating and Administering the Village's Engineering Standards and Specifications
14. Assisting Village staff as needed
15. Providing input for staff evaluation by the Assistant Director.

E. LICENSES

Each party submitting Qualifications shall possess all necessary federal, state, and local licenses as are required by law, and shall furnish satisfactory proof to the Village upon request that the licenses are in effect during the entire period of the contract.

Following the sealed response opening, staff will review the responses and will notify submitters of any additional schedules as deemed necessary and will notify all Firms of review status in a timely manner.

G. SUBMITTAL REQUIREMENTS

All Qualifications must be signed by an authorized official. Qualifications that contain omissions, erasures, alterations, or additions not called for, conditional or alternate cost Qualifications unless called for, or that contain irregularities of any kind may be rejected.

All Qualifications must be submitted to the Village of Lombard, **no later than Friday, December**

5, 2014 at 4:00 p.m. Provide three paper copies and one electronic copy (by CD or USB flash drive) of the RFQ Response sealed in one envelope and plainly marked with the title **“MUNICIPAL ENGINEERING SERVICES”**. The proposal must be shipped via United States Postal Service, Federal Express, or United Parcel Service or may be dropped off in person at the Public Works Administration Building:

Carl S. Goldsmith
Director of Public Works
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148

Qualifications shall not exceed 20 pages. The Village is not interested in brochures, boilerplate filler, or general information that is not relevant to this process. Firms submitting Qualifications are advised to provide a clear and responsive approach to addressing all issues noted in this RFQ. The Qualifications shall include the following and be organized in the order in which they appear below:

1) Firm Description - A title page that includes the following information: name of Firm, mailing address, telephone number, fax number, e-mail address, name of contact person, location of branch offices, if any. Provide a brief history of the Firm.

Indicate if your Firm, ownership, management or employees have ever been involved in litigation or had complaints file for improper practices with the Illinois Department of Professional Regulations or any other state or federal regulatory authority? Please explain.

2) Project Team - Names and qualifications of specific project staff who are qualified to act in the primary role of Village Engineer and supporting roles. Also provide a brief description of relevant projects in which the staff has played a central role. Provide an organizational chart clearly delineating individual responsibilities.

3) Experience - A description of experience and expertise in providing engineering services for similar communities with experience in water, sewer, streets, stormwater, and general municipal engineering services.

4) Proposed Engineering Model(s) - An understanding of the Village's need for Municipal Engineering Services and the role the Village Engineer should play. Specific example and insights will be useful in this section.

5) Completed Work References - Provide three (3) municipal references including current contact name and phone number where the Firm provides similar services.

6) Exceptions - Indicate any exceptions taken to the terms and conditions, contractual, and other requirements defined in the RFQ. If exceptions are taken, cite the paragraph involved, the

exception taken, and state alternative language acceptable to the Firm. Alternative language is subject to negotiations and/or approval.

H. EVALUATION CRITERIA

Firms will be evaluated and ranked by the Village based on the following:

1. Responsiveness to submission requirements
2. Qualifications of the Firm
3. References
4. Ability to provide services as stipulated in the RFQ

The Village reserves the right to undertake such investigations as it deems necessary to verify qualifications.

K. CONFIDENTIALITY

The Village Manager shall examine the Qualifications to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of contract by the Village Board, all responses, documents and materials submitted by the Firm pertaining to this RFQ will be public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFQ's, a Firm must inform the Village in writing of the exact materials in the offer which cannot be made part of the public record in accordance with the Illinois Freedom of Information Act.

L. QUESTIONS AND ADDENDA

Any questions posed during the bidding process must be made in writing via e-mail directly to Carl Goldsmith at goldsmithc@villageoflombard.org. Questions regarding this RFQ will not be entertained via telephone. Any questions submitted and answers will be posted to the Village website as soon as possible in the form of an addendum which will be revised as questions are posed. **Questions regarding this RFQ may be submitted until November 25, 2014 at 4:00 p.m.**

EXHIBIT "B"

SCOPE OF SERVICES

The following Municipal Engineering Services shall be provided:

1. Coordination of capital improvement projects including preparation of necessary plans, profiles, specifications, and estimates of cost and serve as VILLAGE's representative in the execution of such capital projects that may be authorized by the VILLAGE.
2. Liaison to agencies on behalf of VILLAGE such as IDOT, IEPA, DuPage County, FEMA, DMMC, etc. as needed.
3. Address developer questions and provide pre-development input as requested.
5. Review, analyze and communicate with VILLAGE residents/property owners regarding engineering concerns and possible solutions.
6. Review, comment, and verify plans of private, commercial and residential developments and advise the VILLAGE on the plans.
7. Review all regulatory ordinances and recommend new or revised regulations.
8. Attend VILLAGE staff meetings, as requested.
9. Attend regular and special meetings of the Village Board, Plan Commission, Zoning Board of Appeals and other special committees/task forces, as requested.
10. Provide guidance in traffic engineering matters.
11. Identify and prepare grant applications for opportunities for funding capital projects.
12. Be available to meet with VILLAGE staff; maintain regular VILLAGE office hours, if requested.
13. Work in cooperation with VILLAGE Staff and other VILLAGE Consultants on the review and/or preparation of memoranda, reports or other documentation for presentation to the staff, Village Board, Plan Commission, Zoning Board and other special committees/task forces, as directed.
14. Update engineering details and specifications.
15. Review and recommend specialized engineering services (i.e. Structural, Mechanical, Water, etc.)
16. Serve as a technical consultant and advisor to the VILLAGE on various engineering matters as customarily required of municipal engineers.

EXHIBIT "C"

CERTIFICATE OF CONSULTANT

I hereby certify that I am the Executive Vice President and duly authorized representative of the firm of Robinson Engineering, Ltd., whose address is 300 Park Boulevard, Suite 309, Itasca, IL 60123. I hereby represent that neither I nor the above firm has:

1. employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this Agreement;
2. agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation or consideration of any kind, or in connection with, procuring and carrying out the Agreement.

In addition, I hereby certify and represent on behalf of myself and the firm that we:

4. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
5. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6. are not presently indicted for criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification;
7. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
8. have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois revised Statutes); and
9. are not in default on an educational loan as provided in Public Act 85-827
10. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-

105(A) (4).

11. 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 approved 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.

12. 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

N/A

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Where the Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this Agreement.

I acknowledge that this certification is to be furnished to the Illinois Department of Transportation, in connection with this Agreement, involving participation of State highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date: 12/17/19

By: 

Name: Aaron E. Fundich, PE

Title: Executive Vice President

SUBSCRIBED and SWORN TO before me this 17th day of December, 2019.



Notary Public

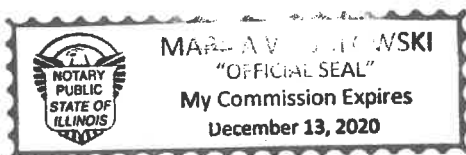


EXHIBIT "D"

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et. seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no guarantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The CONSULTANT certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;

- (2) The grantee's or contractor's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATE ON BEHALF OF THE DESIGNATED ORGANIZATION.

Robinson Engineering, Ltd.

Printed Name of Organization



Signature of Authorized Representative

Aaron E. Fundich, PE, Executive Vice President
(Name & Title)

December 17, 2019
Date