

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: November 13, 2024 (COW) (B of T) **Date:** November 21, 2024

TITLE: Geotechnical Engineering, Construction Material Testing, and Environmental Services Contracts for 2025-2027

SUBMITTED BY: David Gorman, P.E. Asst. Director of Public Works *DG*

BACKGROUND/POLICY IMPLICATIONS:

Professional services contracts for performing geotechnical engineering, construction material testing and environmental engineering for CIP projects for 2025 through 2027.

FISCAL IMPACT/FUNDING SOURCE:

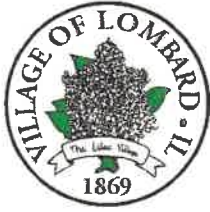
\$117,000 for FY2025 / Various Funds (as programmed in the CIP)

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	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.

MEMORANDUM



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *g*
From: David P. Gorman, P.E., Assistant Director of Public Works *DPG*
Date: November 13, 2024
Subject: Geotechnical Engineering, Construction Material Testing,
and Environmental Services Contracts for 2025-2027

Attached are six copies (two per firm) of Geotechnical Engineering, Construction Material Testing and Environmental Services Contracts between the Village and Chicago Testing Laboratory (CTL), SEECO Consultants, and Rubino Engineering.

Three firms are again proposed to comprise the shortlist. Typically, geotechnical/environmental firms work with many privately owned businesses. Firms that contract with Public Works agree to divulge potential conflicts of interest for any project or work that may be subject to the Village's review/inspection. By having three firms on the shortlist, the Village will still be able to contract with a firm even if understandable conflicts of interests prevent a firm from proposing services on a particular job.

These three firms had been determined to be the most qualified firms by a committee comprised of Public Works engineering staff in early 2022, and they have provided good services since then to the Village. Evaluation criteria consisted of contract terms and conditions, staffing, quality of work/references, and proposal content. Due to the high satisfaction with their services, Staff is recommending a continued contract with each firm.

The Village may employ any of these three firms to perform services related to geotechnical engineering, construction material testing, and environmental services. Hourly rates, cost of common testing procedures, and terms of contract are included. The Village will request specific project-proposals to determine whether CTL, SEECO, or Rubino is the most qualified firm for each job.

Construction material testing and geotechnical engineering are estimated and budgeted for projects programmed in the CIP that would utilize either or both services. The CIP budgets \$117,000 for 2025, \$38,000 for 2026, and \$40,000 for 2027 for the types of services performed under these contracts. Environmental services are also provided as needed.

Please present this item to the President and the Board of Trustees at the next regular meeting on November 21, 2024. Upon approval, please return one copy of the three signed contracts to Public Works. A separate resolution is provided for each of the three firms.

RESOLUTION
R _____

A RESOLUTION AUTHORIZING AN AGREEMENT

Geotechnical Engineering, Construction Material Testing, and Environmental Services

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Rubino Engineering Inc. regarding providing services related to Geotechnical Engineering, Construction Material Testing and Environmental Services as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said 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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 21st day of November 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 21st day of November 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER M-24-01

This Agreement is made this 21st day of November 2024, between and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Rubino Engineering Inc. hereinafter referred to as the "ENGINEER" and its successors.

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

Geotechnical Engineering, Construction Material Testing and Environmental Services

1. This Agreement shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a) Geotechnical Engineering, Construction Material Testing and Environmental Services Request for Proposal dated October 7, 2024 consisting of the following:
 - Cover Sheet
 - Table of Contents
 - Solicitation Letter
 - General Provisions
 - Special Provisions
 - Request For Proposal
 - Submittal Requirement Instructions & Examples
 - Proposal Form
 - Appendix 1 – Fee Submittal Requirements
 - Appendix 2 - Sample Form of Contract
 - Appendix 3 - Engineer's Certification Form
 - Appendix 4 - Local Government Prompt Payment Act
 - Appendix 5 – Submittal Requirement Templates
 - b) ENGINEER's Proposal dated November 7, 2024.
 - c) Required Certificates and Signatures and Certificate of Insurance.
 - d) ENGINEER's Fee Schedule.
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 21st day of November 2024.

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

Accepted this 8th day of November, 2024.

Individual or Partnership _____ Corporation X

Michelle Lipinski Michelle Lipinski, P.E. / President _____
By Position/Title

By Position/Title

RUBINO ENGINEERING INC.

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2024.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

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

Rubino Engineering Inc., having submitted a proposal for:

Geotechnical Engineering, Construction Material Testing and Environmental Services

Contract to the Village of Lombard, hereby certifies that said ENGINEER:

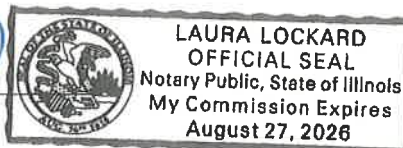
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with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

By:

Michelle Lipinski
Authorized Agent of ENGINEER

Subscribed and sworn to
before me this 8th
day of November, 2024.

Laura Lockard
Notary Public



November 12th, 2024

To: David Gorman, P.E.
Assistant Director of Public Works
Lombard Public Works Department
1051 S. Hammerschmidt Avenue
Lombard, IL 60148

Re: Consulting Engineering Services
Geotechnical and Material Testing Fee
Schedule

Proposed 2025 Rate Sheets

Via email: GormanD@villageoflombard.org

Dear Mr. Gorman,

Rubino Engineering, Inc. is pleased to submit the following 2025 rate sheets to provide Consulting Engineering Services - Soils and Material Testing on various transportation related projects in Lombard, Illinois.

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us.

PROJECT SCHEDULING

Please book material testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with any questions.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 31, 2025 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 19.50
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 112.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 267.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 311.50
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 155.75
Bulk Specific Gravity	Each	\$ 133.50
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 178.00
Core Densities	Each	\$ 44.50
Sieve Analysis (Washed)	Each	\$ 111.25
Sample preparation for the above tests	Each	\$ 55.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 112.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 168.00
Per Hour Overtime Sundays and Holidays	\$ 224.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 118.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 177.00
Per Hour Overtime Sundays and Holidays	\$ 236.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 46.00
DCP Equipment	Per Day	\$ 20.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 136.00

Rubino Engineering, Inc.
2025 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

CORING SERVICES

Pavement Cores	Per Core	\$	225.00
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LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	111.25
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
pH Testing	Each	\$	15.00

CCDD TESTING

CCDD 662 (PIP Evaluation, pH, and LPC Form 662)	Lump Sum	\$	1,200.00
CCDD 663 Lab (Soil Analytical testing for form 663)	Lump Sum	\$	650.00
CCDD 663 Report (Form LPC 663 and Report)	Lump Sum	\$	1,400.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 17) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 18) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related charges.
- 12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.
- 14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

RESOLUTION
R _____

A RESOLUTION AUTHORIZING AN AGREEMENT

Geotechnical Engineering, Construction Material Testing, and Environmental Services

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Chicago Testing Laboratory regarding providing services related to Geotechnical Engineering, Construction Material Testing and Environmental Services as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said 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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 21st day of November 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 21st day of November 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER M-24-01

This Agreement is made this 21st day of November 2024, between and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Chicago Testing Laboratory hereinafter referred to as the "ENGINEER" and its successors.

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

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1. This Agreement shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

a) Geotechnical Engineering, Construction Material Testing and Environmental Services Request for Proposal dated October 7, 2024 consisting of the following:

- Cover Sheet
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- General Provisions
- Special Provisions
- Request For Proposal
- Submittal Requirement Instructions & Examples
- Proposal Form
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- Appendix 2 - Sample Form of Contract
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- Appendix 4 - Local Government Prompt Payment Act
- Appendix 5 – Submittal Requirement Templates

b) ENGINEER's Proposal dated November 7, 2024.

c) Required Certificates and Signatures and Certificate of Insurance.

d) ENGINEER's Fee Schedule.

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.


3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 21st day of November 2024.

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

Accepted this 7th day of November, 2024.

Individual or Partnership _____ Corporation

By  ABDUL DAHHAN VP engineering
Position/Title

By _____ Position/Title

CHICAGO TESTING LABORATORY INC.

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2024.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

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

Chicago Testing Laboratory Inc., having submitted a proposal for:
Geotechnical Engineering, Construction Material Testing and Environmental Services
Contract to the Village of Lombard, hereby certifies that said ENGINEER:

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

By:

[Signature]
Authorized Agent of ENGINEER

Subscribed and sworn to
before me this 7th
day of November



[Signature]
Notary Public



UNIT RATES

Technician	Unit Rate
Engineering Technician	\$134.00/hr
Trip Charge	\$25.00/day
Cylinder/Sample Pickup	\$134.00/each
Overtime Charges (After 8 hours/Saturday)	\$187.61340/hr
Overtime Charges (Sunday/Holiday)	\$227.80/hr
Night Differential	Rate + 15%
Engineering & Project Management	
Project Manager/Geotechnical Engineer	\$140.00/hr
Laboratory Testing	
Compressive Strength Testing of PCC Cylinders – ASTM C39	\$20.00/cyl
Moisture Content – AASHTO T265	\$12.00/each
Atterberg Limits – AASHTO T89 and T90	\$110.00/each
Washed Gradation – AASHTO T27	\$145.00/each
Unit Weight - ASTM D7263	\$45.00/each
Hydrometer - AASHTO T88	\$185.00/each
Standard Proctor - AASHTO T99	\$285.00/each
Modified Proctor - AASHTO T180	\$285.00/each
California Bearing Ratio (CBR) - AASHTO T193	\$645.00/each
Illinois Bearing Ratio (IBR)	\$645.00/each
Unconfined Compressive Strength - AASHTO T208	\$160.00/each
Organic Content (LOI) - AASHTO T267	\$75.00/each
Organic Content (Wet Combustion) - AASHTO T194	\$205.00/each
Specific Gravity of Soil - AASHTO T100	\$285.00/each
HMA Core Bulk Specific Gravity - AASHTO T166	\$50.00/each
Gyratory Mixture Analysis - AASHTO T312, T166, T209, T269	\$445.00/each
Bulk Specific Gravity (Gmb) - AASHTO T166	\$250.00/each
Maximum Specific Gravity (Gmm) - AASHTO T209	\$245.00/each
Auto Extraction - ASTM D8159	\$280.00/each
Mortar/Grout Cubes - ASTM C1107	\$55.00/each
Drilling Sub-Consultant Services	
Mobilization	\$650.00/each
Drilling 0' – 25'	\$35.00/ft
Drilling 25' – 50'	\$45.00/ft
Environmental Sub-Consultant Services	
See Exhibit A, True North Consultants Fee Schedule	



Unit rates shown are effective for the 2025 construction season. Subsequent years beyond the 2025 season will be subject to annual increase of up to 5% to account for union contractual increases in technician wage.

Our unit rates are based on a normal 8-hour workday within the standard working hours of 6:00 am to 4:00 pm, with overtime after 8 hours per day, on Saturday, and outside of standard working hours. Sundays and Holidays will be subject to double time charges. Weekday project site visits will be subject to a 4-hour minimum with the exception of sample pickups where minimums will not apply. Time onsite exceeding 4 hours will be billed at an 8-hour minimum. Work scheduled for night shifts, Saturdays, Sundays, and Holidays will be subject to an 8-hour minimum.

All site visits include a trip charge to cover vehicle mileage and tolls. Project Management time will be billed up to one hour per site visit to cover overhead costs for scheduling and reporting. Project Managers are also available as needed by client to ensure a smooth project delivery. Project Manager and trip charges do not apply for cylinder or sample pick-ups.

Technician scheduling is expected to occur by email or office call before 4:00 pm on the day prior to the site visit. Calls received on the same day may be cause for delay in technician arrival onsite and subject to an 8-hour minimum. Any changes in technician scheduling not completed prior to the shift start will be subject to any applicable project daily minimums. Cancellations for weekday work received after 5:00 PM the day prior will be subject to a 2-hour minimum. Cancellations for work scheduled on Saturdays, Sundays, and Holidays will be subject to a 4-hour minimum.

UNION AFFILIATIONS

Chicago Testing Laboratory, Inc. technicians have chosen to be represented by the IUOE Local 150 Materials Testers Union. CTL recommends using union technicians on all of your projects to eliminate any potential labor disputes or work stoppages.

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

A RESOLUTION AUTHORIZING AN AGREEMENT

Geotechnical Engineering, Construction Material Testing, and Environmental Services

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Seeco Consulting Engineers, Inc. regarding providing services related to Geotechnical Engineering, Construction Material Testing and Environmental Services as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said 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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 21st day of November 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 21st day of November 2024.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER M-24-01

This Agreement is made this 21st day of November 2024, between and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and SEECO Consultants Inc. hereinafter referred to as the "ENGINEER" and its successors.

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

Geotechnical Engineering, Construction Material Testing and Environmental Services

1. This Agreement shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

a) Geotechnical Engineering, Construction Material Testing and Environmental Services Request for Proposal dated October 7, 2024 consisting of the following:

- Cover Sheet
- Table of Contents
- Solicitation Letter
- General Provisions
- Special Provisions
- Request For Proposal
- Submittal Requirement Instructions & Examples
- Proposal Form
- Appendix 1 - Fee Submittal Requirements
- Appendix 2 - Sample Form of Contract
- Appendix 3 - Engineer's Certification Form
- Appendix 4 - Local Government Prompt Payment Act
- Appendix 5 - Submittal Requirement Templates

b) ENGINEER's Proposal dated November 7, 2024.

c) Required Certificates and Signatures and Certificate of Insurance.

d) ENGINEER's Fee Schedule.

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.

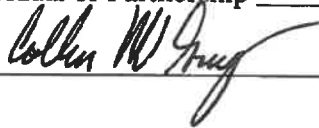
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 21st day of November 2024.

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

Accepted this 12TH day of November, 2024.

Individual or Partnership _____ Corporation xx

By  Collin W. Gray - President
Position/Title

By _____ Position/Title

SEECO CONSULTANTS INC.

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2024.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

Collin W. Gray - President, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

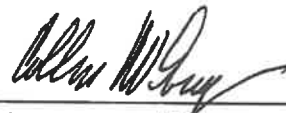
Seeco Consultants Inc., having submitted a proposal for:

Geotechnical Engineering, Construction Material Testing and Environmental Services

Contract to the Village of Lombard, hereby certifies that said ENGINEER:

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

By:



Authorized Agent of ENGINEER

Subscribed and sworn to
before me this 12
day of November, 2024.



Notary Public



SEECO Consultants Inc.

SCHEDULE OF FEES – January 1, 2025 Through December 31, 2025

Village of Lombard-Geotechnical, CMT and Environmental Services 2025-2027

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
PROFESSIONAL PERSONNEL SERVICE		
Chief Engineer	Hour	\$200.00
Principal Engineer	Hour	\$200.00
Senior Geotech/Materials Engineer	Hour	\$165.00
Project Materials/Geotech Engineer	Hour	\$148.00
Project Environmental Engineer	Hour	\$145.00
Staff Engineer	Hour	\$130.00
Field Engineer	Hour	\$130.00
Field Environmental Engineer	Hour	\$130.00
TECHNICAL AND SUPPORT PROFESSIONAL SERVICES		
Lab/Engineer Technician	Hour	\$120.00
Senior Technician-IDOT Level 1 or 2	Hour	\$129.00
QA Manager/IDOT Level 3	Hour	\$145.00
Draftsman/CAD Operator	Hour	\$120.00
Secretary	Hour	\$ 77.00
Pickup of Samples	Hour	\$108.00
Trip Charge-Mileage	Each	\$30.00
DRILLING, SAMPLING, AND CORING		
Mobilization/Demobilization of Truck Mounted Rotary Rig, Tools and Two Man Drilling Crew Per Rig	Job	\$650.00
Hollow Flight Auger Boring, Solid Stem Auger or Roller Bit with Split Spoon Sampling at 2.5 Foot Intervals to Ten Feet; Five Feet Thereafter:		
0-50 Foot Depth	Lin. Ft.	\$ 36.00
50-100 Foot Depth	Lin. Ft.	\$ 40.00
Shelby Tube Samples, 2" O.D.	Each	\$ 50.00
Shelby Tube Samples, 3" O.D.	Each	\$ 60.00
(Minimum Project Drilling Charge - \$3,000.00/8 hr day)		
Bag Samples at Specified Depth, for Proctor Test	Each	\$ 60.00
Rock Coring – Set Up	Each	\$300.00
NX Size Coring	Lin Ft.	\$ 75.00
Photoionization Detector	Day	\$ 95.00
2 Man Drill Crew-Specialized Tasks	Hour	\$375.00

LABORATORY TESTING (SOILS)		
Visual Classification, Including Pocket Penetrometer Readings	Each	\$ 7.00
Moisture Content Determination (ASTM D 2216)	Each	\$ 8.00
Sieve Analysis, Dry, 7 Sieves	Each	\$120.00
Sieve Analysis, Washed, 7 Sieves	Each	\$130.00
Combined Hydrometer and Sieve Analysis (ASTM D 422)	Each	\$245.00
Atterberg Limits, LL, PL (ASTM D 423, 424)	Each	\$115.00
Specific Gravity Determination (ASTM D 854)	Each	\$100.00
Nuclear Moisture/Density Gauge	Day	\$ 68.00
Standard Proctor Compaction (ASTM D 698)	Each	\$210.00
Modified Proctor Compaction (ASTM D 1557)	Each	\$220.00
Illinois Bearing Ratio Test, Including Proctor Density	Each	\$625.00
Density Determination, Including Moisture Content Test	Each	\$ 30.00
LABORATORY TESTING (CONCRETE AND ASPHALT)		
Concrete Mix Design, Per Mix (Review)	Each	\$350.00
Concrete Aggregate Test:		
Fine Aggregate Sieve Analysis	Each	\$120.00
Coarse Aggregate Sieve Analysis	Each	\$120.00
Fine Aggregate – Specific Gravity and Absorption	Each	\$160.00
Coarse Aggregate – Specific Gravity and Absorption	Each	\$160.00
Concrete Cylinder Test	Each	\$ 23.00
Reflux Extraction Test	Each	\$225.00
Core Density Test – 4"	Each	\$ 58.00
Gyratory Compaction Test	Each	\$335.00

Laboratory Testing (Environmental) project specific quotes obtained on a project by project basis since environmental laboratory charges are based on quantity and schedule. This approach will offer the Village the best costs. Subcontracted services will be invoiced at cost.

Overtime rates of 1.4 times the standard rate are applicable for hours in excess of eight per day and Saturday and 2.0 times the standard rate for Sundays and holidays. Four (4) hour minimum charge for field personnel. Sample pickups at technician rate with no minimum time charge. Field personnel rates are portal to portal with a trip charge (mileage).