

**RESOLUTION
R 61-24**

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: Trustee LaVaque, Puccio, Dudek, Militello and Bachner

Nays: None


Absent: None

Approved by me this 21st day of November 2024.

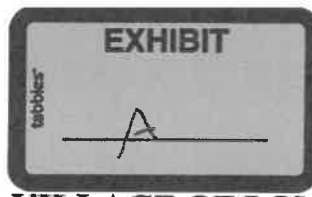


**Keith T. Giagnorio
Village President**

ATTEST:



**Elizabeth Brezinski
Village Clerk**



Legistar: 240365



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:

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 7th day of November, 2024.

Individual or Partnership _____ Corporation

By  ABDUL DAHAN 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.