



# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS  
Motor Fuel Tax – Engineering Agreement  
Village of Lombard  
Section No.: 06-00151-00-BR  
DuPage County

September 29, 2011

Ms. Brigitte O'Brien  
Village Clerk  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

Dear Ms. O'Brien:

The Engineering Services Agreement dated August 24, 2011 between the Village and SEECO Consultants, Inc., Consulting Engineers, in connection with the Motor Fuel Tax (MFT) Construction Improvement designated as the above-referenced section was approved as of September 22, 2011.

Enclosed is one copy for your records. If you have any questions or need additional information, please contact Marilyn Solomon, Field Engineer, at (847) 705-4407 or via email at [Marilyn.Solomon@illinois.gov](mailto:Marilyn.Solomon@illinois.gov).

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

A handwritten signature in black ink, appearing to read 'C. Holt'.

By:  
Christopher J. Holt, P.E.  
Bureau Chief of Local Roads and Streets

Enclosure

cc: Carl Goldsmith, Director of Public Works w/encl.  
Collin W. Gray, SEECO Consultants, Inc. w/encl.

Municipality Village of Lombard	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name SEECO Consultants, Inc.
Township York				Address 7350 Duvan Drive
County DuPage				City Tinley Park
Section 06-00151-00-BR				State IL, 60477

THIS AGREEMENT is made and entered into this 24 day of AUGUST, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Great Western Trail Route Off-Sys Length 2300' KM( 0.44 Miles)(Structure No. \* \_\_\_\_\_ )  
Termini Approx. 400' west of Grace St to approx. 800' east of St. Charles Rd

**Description**

The project consists of the construction of three pedestrian bridges (Grace Street, Union Pacific Railroad, and St. Charles Road) along with associated retaining walls, embankment, and HMA bikepath.

\* Structures: 022-3120. 022-3121. 022-3122. 022-3123

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
  - i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
  - j.  Furnish or cause to be furnished:
    - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
    - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
    - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
    - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
    - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
  - k.  Furnish or cause to be furnished
    - (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
      - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
      - b. Establishment and setting of lines and grades.
      - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
      - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
      - e. Revision of contract drawings to reflect as built conditions.
      - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
  7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees <u>REFER TO ATTACHED</u> (see note) <u>PROPOSAL Dated</u> <u>08/23/2012</u> _____ _____ _____	% % % % %
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Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	<u>REFER TO</u>
Resident Engineer	<u>ATTACHED</u>
Chief of Party	<u>PROPOSAL</u>
Instrument Man	<u>Dated</u>
Rodmen	<u>08/23/2012</u>
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 5/31/2012. In event the services of the ENGINEER extend beyond 05/31/2012, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Lombard of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By *David P. Kalke*  
Deputy Village Clerk  
(Seal)

By *William J. Mueller*  
Title: William J. Mueller-President

Executed by the ENGINEER:

SEECO Consultants Inc.

ATTEST:

7350 Duvan Drive

By *D. C. Cassier*

Tinley Park, IL 60477

Title: Donald C. Cassier -Director/Field

*Collin W. Gray*  
Title: Collin W. Gray-President

**Approved**  
09-22-2011  
Date  
Department of Transportation  
*Dennis M. O'Keefe MS*  
Regional Engineer

Construction Monitoring &  
Observations  
Construction Materials Testing  
Tunnels and Underground Openings  
Geotechnical Engineering &  
Evaluation

**SEECO Consultants Inc.**  
CONSULTING ENGINEERS

Subsurface Explorations  
Foundation Analysis & Design  
Structural Rehabilitation  
Condition Surveys  
Dams and Drainage Studies

August 23, 2011

Mr. Paul Kuehnlenz, P.E.  
Village of Lombard  
Public Works Building  
1051 South Hammerschmidt Avenue  
Lombard, Illinois 60148-3926

**PROPOSAL CMT-03**

Construction Materials Testing Services  
Great Western Trail Bridges, Lombard, IL  
VoL Project No.M-06-03

Dear Mr. Kuehnlenz:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, discussed the project particulars with you and have incorporated the same within.

The proposed improvements to the Great Western Trail include the following:

- Approximately 2,300 total lineal feet of improvements from West of Grace Street to the East/South side of St. Charles Road
- New/Realigned Bituminous Trails
- MSE Retaining Walls
- Earthwork excavation and embankment construction from on and offsite borrow sources
- New bridge structures over Grace St., the Union Pacific Railroad and St. Charles Rd.
- Various incidental items

Work will include subgrade suitability observations and potential undercut determination and verification and density testing for the embankments subgrade and subbase, as well as compaction testing for underground structures and/or utility lines in critical areas, as required. Foundation installation inspection and testing will include bearing verification, type and depth of foundations confirmation and testing of materials as placed. Concrete work will include QA testing for curb and gutter, sidewalk, and bridge structure improvements with all testing performed in accordance with IDOT criteria. The placement of Hot Mix Asphalt will involve surface course paving for the Trail and QA services will include on-site density verification and temperature control and workmanship observations as well as plant mix verifications. Laboratory testing may include standard proctor tests, compressive strength tests on concrete cylinders and bituminous core density. Additional testing, including grain size distribution and organic content may be required to verify subgrade suitability.

Although contaminated soils are not anticipated (no pay items are listed), there remains the possibility of contaminated soils being encountered during construction. If contaminated soils are encountered and the Village requests oversight, SEECO will provide an environmental professional as needed. SEECO's involvement would include review of the contractor's work for compliance with IEPA guidelines and looking out for the Village's interests.

If needed during construction for offsite disposal of construction excavation spoils and debris, representative soil samples can be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of contaminants. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information can be documented on the IEPA LPC-663 form. If samples collected and screened display an elevated PID reading, then the representative soil samples determined by field observations to be the most conducive

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Construction Materials Testing Services  
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to transmitting potential contamination will be analyzed for TACO Tier 1 at an independent IEPA approved laboratory. If chemical analysis results indicate no contamination above TACO Tier 1 objectives, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. Preparation of LPC 663 Forms and performance of environmental chemical analysis is no guarantee that material will be accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included.

**ANTICIPATED TESTING SERVICES REQUIRED BY LOCATION**

**Sta. 10+00 to Sta. 13+55**

**Trail**

- Bituminous Testing
- Base Course Compaction
- Subgrade Suitability/Undercut Verification
- Embankment Materials Compaction

**Sta. 13+55 to Sta. 14+54 – Bridge over Grace St.**

**GRS Wall**

- Observations and backfill testing

**Aggregate Column Foundations**

- Depth and diameter verification
- Backfill compaction verification
- Bearing Verification

**Bridge Structure**

- Concrete plant and field inspection and testing

**Sidewalk and Curb and Gutter**

- Concrete plant and field inspection and testing

**Sta. 14+54 to Sta. 20+63 – Trail & MSE Wall**

**Trail –**

- Bituminous testing
- Base course compaction
- Subgrade suitability/undercut verification
- Embankment verification/compaction



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**MSE Wall –**

- Verification of bearing elevation soils
- Monitoring of undercuts if necessary
- Compaction testing of backfill

**Sta. 20+63 to Sta. 22+09 – Bridge over UPRR**

**Bridge Structure**

- Concrete plant and field inspection and testing

**H Pile Foundations**

- Verification of pile types and lengths
- Verification of driven lengths and blows

**MSE Wall –**

- Verification of bearing elevation soils
- Monitoring of undercuts if necessary
- Compaction testing of backfill

**Sta. 22+09 to Sta. 24+32 – Trail & MSE Wall**

**Trail –**

- Bituminous testing
- Base course compaction
- Subgrade suitability/undercut verification
- Embankment verification/compaction

**MSE Wall –**

- Verification of bearing elevation
- Monitoring of undercuts if necessary
- Compaction testing of backfill

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**Sta. 24+32 to Sta. 25+32 – Bridge over St. Charles Road**

**Bridge Structure**

-Concrete plant and field inspection and testing

**H Pile Foundations**

-Verification of pile types and lengths  
-Verification of driven lengths and blows

**MSE Wall –**

-Verification of bearing elevation  
-Monitoring of undercuts if necessary  
-Compaction testing of backfill

**Sidewalk and Curb and Gutter**

Concrete plant and field inspection and testing

**Sta. 25+43 to Sta. 33+00 – Trail & MSE Wall**

**Trail –**

-Bituminous testing  
-Base course compaction  
-Subgrade suitability/undercut verification  
-Embankment verification/compaction

**MSE Wall –**

-Verification of bearing elevation  
-Monitoring of undercuts if necessary  
-Compaction testing of backfill

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The estimated sequencing is as follows:

<b><u>Concrete</u></b>	-	Bridge Structures	-	20 Placements
		Sidewalks	-	2 Placements
		Curb and Gutter	-	7 Placements
<b><u>Bituminous</u></b>	-	Surface	-	2 Placements
<b><u>Soils and Backfill</u></b>	-	Sheet Piles	-	By R.E.
		Pile Foundations	-	By R.E.
		Aggregate Columns	-	3 Design Reviews 10 Installation Days
		GRS Abutments	-	8 Installation Days
		MSE Walls	-	30 Days
		Embankment	-	40 Days
		Undercuts	-	7 Days
		Structure Excavations	-	7 Days
		Subgrade/Sub-base	-	4 Trips
<b><u>Environmental</u></b>	-			If needed/if required

**UNIT PRICE PROPOSAL**

**Portland Cement Concrete**

Plant and Field Inspection – PCC Level II	
Estimate 164 hours @ \$103.50/hr	\$16,974.00
Concrete Cylinder Tests	
Estimate 116 cylinders @\$20.00/cyl	\$ 2,320.00
Cylinder Pickup	
Estimate 30 hours @ \$89.00/hr	\$ 2,670.00

**PROPOSAL CMT-03**

Construction Materials Testing Services  
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**Bituminous Paving**

Plant and Field Inspection – Bituminous Level II Estimate 16 hours @ \$103.50/hr	\$ 1,656.00
Nuclear Gauge Estimate 2 days @ \$63.00/day	\$ 126.00
Extraction/Gradation Estimate 1 tests @ \$155.00/test	\$ 155.00

**Soils**

Field Engineer Estimate 320 hours @ \$103.50/hr	\$33,120.00
Senior Technician Estimate 496 hours @ \$103.50/hr	\$51,336.00
Nuclear Gauge Estimate 62 days @ \$63.00/day	\$ 3,906.00
Cone Penetrometer Estimate 12 days @ \$60.00/day	\$ 720.00
Standard Proctor Test Estimate 4 tests @ \$175.00/test	\$ 700.00
Combined Sieve/Hydrometer Test Estimate 4 tests @ \$155.00/test	\$ 620.00
Washed Sieve Analysis Estimate 4 tests @ \$105.00/test	\$ 420.00
Project Geotech Engineer Estimate 32 hours @ \$120.00/hr	\$ 3,840.00
Senior Geotech Engineer Estimate 8 hours @ \$140.00/hr	\$ 1,120.00

**Administration and Review**

Project Engineer Estimate 80 hours @ \$120.00/hr	\$ 9,600.00
Technical Typist Estimate 36 hours @ \$49.00/hr	\$ 1,764.00

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**Environmental Services**

Environmental Geologist Estimate 0 hours @ \$99.00/hr	\$ - 0 -
Photo-ionization Detector Estimate 0 days @ \$ 75.00/day	\$ - 0 -
Project Engineer Estimate 0 hours @ \$120.00/hr	\$ - 0 -
Technical Typist Estimate 0 hours @ \$49.00/hr	<u>\$ - 0 -</u>

**ESTIMATED PROJECT TOTAL: \$131,047.00**

All terms and rates are as stated in our contract.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier  
Director of Field Services



Collin W. Gray, S.E., P.E.  
President