

**RESOLUTION
R 29-21**

**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 SEECO Consultants, Inc. for expert testimony in support of litigation relative to the Illinois Route 53 Storm Water Pumping Station Project 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 Manager be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the final cost of services rendered under said Agreement by SEECO Consultants, Inc. totaling thirty three thousand nine hundred thirty two dollars and no cents (\$33,932.00) is authorized for payment.

Adopted this 15th day of July, 2021.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

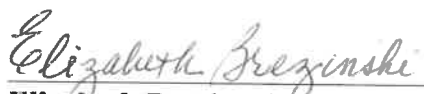
Nays: None

Absent: None

Approved by me this 15th day of July, 2021.


Keith Giagnorio
Village President

ATTEST:


Elizabeth Brezinski
Village Clerk *By: [Handwritten Signature]*
Deputy Village Clerk

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

April 23, 2020

Mr. Scott Niehaus, Village Manager
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148-3926

c/o Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Dr., Ste. 1600
Chicago, Illinois 60606

Attn: Mr. Jason Guisinger, Esquire

REVISED PROPOSAL & CONTRACT
Expert Witness Testimony and Professional
Engineering Opinion in Case 18 L 287 (DuPage
County, IL) Rausch Infrastructure, LLC vs.
Village of Lombard

Dear Mr. Guisinger,

Per your email request of this morning to Garrett Gray, SEECO has revised the proposal and contract concerning giving expert witness testimony in court as well as review of salient lawsuit documents in the subject case the following is given:

The following fees are applicable for this case for a Principal Engineer and Project Engineer.

Collin W. Gray – P.E., S.E. – Principal Engineer

- Out of Court - \$220.00/hr. for document review, site inspection, consultation with attorneys for the Village of Lombard and requested written engineering opinion reports
- Word Processor – if necessary - \$67.00/hr. for correspondence
- Collin W. Gray – In Court Time including Travel - \$350.00/hr. to and from DuPage County Courthouse (Portal-to-Portal) – Expert Witness Testimony
- Parking Fees – Reimbursable at Cost

Garrett Gray – P.E. – Project Engineer

- Out of Court - \$160.00/hr. for document review, site inspection, consultation with attorneys for the Village of Lombard and requested written engineering opinion reports
- In Court Time including Travel - \$275.00/hr. to and from DuPage County Courthouse (Portal to Portal) – Expert Witness Testimony

REVISED PROPOSAL AND CONTRACT
Expert Witness Testimony and Professional
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- Word Processor – if necessary - \$67.00/hr. for correspondence

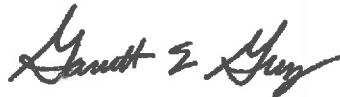
Invoicing terms are once per month with 30 days full payment after receipt of invoice.

If you want to use our consulting services, feel free to sign this contract and we will be ready to go to work for you and your client.

If you have any questions concerning this matter, please call me as soon as possible.

Respectfully submitted,

SEECO Consultants, Inc.



Garrett W. Gray, P.E.
Project Engineer

ACCEPTED:

Village Manager

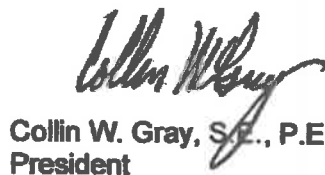
Name of Firm

Authorized Signature

Date

CWG:arm

Via Email: Jason Guisinger, Esquire, Klein, Thorpe & Jenkins (jaguisinger@KTJLAW.com)



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

Please sign one copy and return it to our office and retain one copy for your files.

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.