

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

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott Niehaus, Village Manager

**DATE:** December 6, 2016 (COW) (B of T) **Date:** December 15, 2016

**TITLE:** Geotechnical Engineering, Construction Material Testing and Environmental Services Contracts

**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.

**FISCAL IMPACT/FUNDING SOURCE:**

\$132,000 for FY2017 / 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 *CF*  
From: David P. Gorman, P.E., Assistant Director of Public Works *DPA*  
Date: December 6, 2016  
Subject: Geotechnical Engineering, Construction Material Testing  
and Environmental Services Contracts

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Attached are six copies (two per firm) of Geotechnical Engineering, Construction Material Testing and Environmental Services Contracts between the Village and Testing Services Corporation (TSC), SEECO and Rubino Engineering. Following the standard professional services selection process, these firms were determined to be the most qualified firms.

In order to avoid any possible conflict of interest, three firms are again proposed to be short-listed. Typically, geotechnical/environmental firms work with many privately owned businesses (including engineers/developers/homebuilders), some of whom are long-term clients. Firms are under contract with Public Works agree to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, without notification prior to rendering services. By having three firms on a short-list, potential conflicts of interests may be avoided and the Village may still have an available firm to perform the necessary professional services.

The selection process involved five staff members voting on an initial list of eighteen interested and qualified firms to select five firms to be invited to submit proposals. The same team then ranked the top three proposals for the shortlist. Evaluation criteria consisted of contract terms and conditions, staffing, quality of work/references, and proposal content. TSC has been on the short-list for twenty years, SEECO for nine years, and Rubino is a new addition.

The Contract terms allow the Village to employ any of the three firms to perform services related to geotechnical engineering, construction material testing and environmental services. This format is much like the current short-list for design engineering and resident engineering. Man-hour rates, cost of common testing procedures and terms of contract are included. The Village will request proposals for each job and determine whether TSC, SEECO or Rubino is the most qualified firm for each particular project/job. The contracts will be in effective for three years.

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 \$132,000 for 2017, \$84,000 for 2018, and \$67,500 for 2019 for the types of services performed under these contracts. Environmental services are also provided as needed. The contracts will be brought back to the Board for renewal each year based on the annual budget authorization.

Please present this item to the President and the Board of Trustees at the next regular meeting on December 15, 2016. Upon approval, please return one fully executed contract for TSC, SEECO and Rubino to Public Works. Three separate resolutions are attached for each firm.

**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 Testing Services Corporation 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 15<sup>th</sup> day of December 2016, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this 15<sup>th</sup> day of December 2016.

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER M-17-01

This Agreement is made this 15th day of December 2016, between and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Testing Services Corporation 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 31, 2016 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 21, 2016.

c) Required Certificates and Signatures and Certificate of Insurance.

d) ENGINEER's Fee Schedule effective from January 1, 2017 to December 31, 2019.

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 15th day of December 2016.

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 6<sup>th</sup> day of December, 2016.

Individual or Partnership \_\_\_\_\_ Corporation ✓

Keith Giagnorio President

By \_\_\_\_\_ Position/Title

Michael Dembis Vice President

By \_\_\_\_\_ Position/Title

TESTING SERVICES CORPORATION

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

### VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

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

Testing Services Corporation, 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.

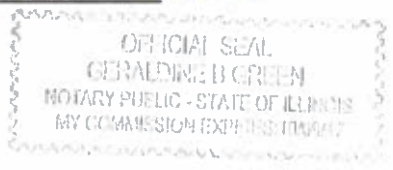
By: Testing Service Corporation



Thomas Morris  
Authorized Agent of ENGINEER  
Thomas Morris, President

Subscribed and sworn to  
before me this 16th  
day of December, 2016.

Geraldine B Green  
Notary Public



**2017 to 2019 STAFF FEE TABLE**  
**Village of Lombard Contract M-17-01**  
**Expires December 31, 2019**

Included are staff rates for all anticipated personnel for the contract. A few items related to the Fee Schedule deserve clarification.

**Engineering/Report Preparation Time:** For geotechnical/drilling reports, anticipated charges for engineering services are clearly spelled in project specific proposals when requested. For CME services, engineering charges for summary report preparation are assessed at the Project Engineer's hourly rate, as stated in the Fee Schedule. Typically, these charges for engineering report preparation represent an additional 2-4% (dollar value) above the hourly technician rates. Reasonable incidental engineering contacts such as phone calls, occasional site visits and special attention to project details usually are not invoiced but rather are considered part of the overall project scope.

**Incidental Items:** Such items as secretarial services, draftsman and computer time are generally considered incidental to overhead in production CME services/reports. These are shown as line items on the Fee Schedule only for special projects and some Geotechnical Reports which require extensive use of such services.

STAFF	UNIT	RATE
Principal Engineer	Hour	170.00
Structural Engineer (S.E.)	Hour	155.00
Senior Professional Engineer (P.E.)	Hour	130.00
Project Engineer (E.I. or P.E.)	Hour	110.00
QA Manager (EI or PE)	Hour	100.00

CME - FIELD & PLANT (QC/QA Inspectors)	UNIT	RATE
Material Tester I (Site Inspector of PCC & HMA)	Hour *	109.50
Material Tester II (Plant Inspector & Soils Inspector)	Hour *	112.50

\*The time is portal-to-portal from the Carol Stream office. Increase hourly rate by 1.3 for over 8.0 hours per day, Saturday and/or Sunday work. Holiday work is 1.5 times standard rate. The minimum daily charge is four (4) hours for 0-4 hours. Work cancelled on the scheduled day will be a 4 hour charge. Includes secretary/computer time and 3 copies of final report. Engineering services for summary report preparation are invoiced at the Project Engineer's Hourly Rate.

GEOTECHNICAL FIELD/OTHER SUPPORT	UNIT	RATE
One Person Survey Crew	Hour	110.00
Two Person Survey Crew	Hour	147.50
One Person Coring Crew with Van	Hour	150.00
Two Person Coring Crew with Core Van	Hour	280.00
Flagperson/Traffic Control*	Hour	105.00
Secretary	Hour	56.50
Laboratory Supervisor	Hour	80.00

\*this work will be performed by a subconsultant and billed at cost.

**EQUIPMENT, LABORATORY & DRILLING FEE TABLE**

**DRILLING FEES**

<b>GEOTECHNICAL - FIELD</b>	<b>RATE</b>	<b>UNIT</b>
Truck Mounted Drill Mobilization	500.00	Each
All-Terrain Vehicle (ATV) Mobilization	750.00	Each
Advance Bore Holes by Solid Auger, Hollowstem or Rotary 0-25'	17.50	Lineal ft.*
Advance Bore Holes by Solid Auger, Hollowstem or Rotary 25'- 50'	23.50	Lineal ft.*
Obtain Soil Samples by Split Spoon Method (ASTM D 1586-84)	24.00	Each
Obtain Soil Samples by Auger Methods	13.50	Each
Surcharge for Drilling with an ATV unit	2.45	Lineal Ft.
Rock Coring (NX)	50.00	Lineal Ft.
Rock Coring Setup	400.00	Each
Coring of Asphalt (4" D Core) - Diamond Bit Replacement	2.60	Inch
Coring of Concrete (4" D Core) - Diamond Bit Replacement	3.75	Inch
Coring of Reinforced Concrete (4" D Core) - Diamond Bit Replacement	3.75	Inch
Minimum Daily Rate For Drill Rig and Two Person Crew	2900.00	Day

\*Assumes Normal drilling (Less than 60 blows per foot). Add 15% for hard drilling (More than 60 blows per foot).



**LABORATORY FEES**

<b>COMPACTION</b>	<b>RATE</b>	<b>UNIT</b>
Illinois or California Bearing Ratio (IBR/CBR)	185.00	Each
Illinois or California Bearing with supporting tests	475.00	Each
Standard Proctor 4" mold (ASTM D-698)	165.00	Each
Modified Proctor 4" mold (ASTM D-1557)	175.00	Each
<b>SOILS</b>		
Visual Classification, Includes QP (ASTM D-653,2487,2488)	4.00	Each
Moisture Content (ASTM D-2216)	6.25	Each
Unit Weight (ASTM D-2937)	6.50	Each
Unconfined Compressive Strength Qu (ASTM D-2166)	14.00	Each
Index Testing of Thin-Walled Tube/Jar (visual, moisture, unit weight, Qu)	27.00	Each
Sieve Analysis with #200 Wash	90.00	Each
Sieve Analysis with Hydrometer	140.00	Each
Liquid and Plastic Limits, Plasticity Index Atterberg Limits (ASTM D-4318)	85.00	Each
Organic Test - Loss on Ignition	42.50	Each
Organic Test - Wet Combustion (IDOT)	75.00	Each
Permeability:		
Constant Head ASTM D-2435	185.00	Each
Triaxial Method IEPA & ASTM D-5084	325.00	Each
Test for Corrosive Soils(ductile Iron Pipe Research Institute):		
Moisture Determination	6.25	Each
Sulfide Determination	38.50	Each
Resistivity	49.00	Each
Oxidation-Reduction Potential	38.50	Each
Ph	41.50	Each
Complete Set	135.00	Each

<b>AGGREGATES</b>	<b>RATE</b>	<b>UNIT</b>
Sieve Analysis - including finer than #200 (fine & coarse)	80.00	Each
Specific Gravity & Absorption-Coarse (combined)	120.00	Each
<b>PCC AND MORTAR</b>		
<b>Concrete Cylinders (includes plastic Mold):</b>		
Compressive Strength (ASTM C-39)	16.25	Each
Spare/Handling Charge	16.25	Each
Concrete Cores-Compressive Strength with Length Measurement	42.00	Each
Density Measurement	21.00	Each
<b>BITUMINOUS</b>		
Extraction for Asphalt with Sieve Analysis:		
Unwashed Sieve Analysis	195.00	Each
Washed Sieve Analysis	215.00	Each
Asphalt content only	150.00	Each
Stability, Flow and Bulk Density (550) - Marshall (ASTM D-1559):		
Set of 3 Specimens	190.00	Each
With Percent Voids and Theoretical Maximum Density	265.00	Each
Bulk Density of Core Specimens (ASTM D-2726)	45.00	Each
Maximum Specific Gravity of Asphaltic Mix-Vacuum Pycnometer Method	90.00	Each
Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	185.00	Set of Two
Theoretical Maximum Specific Gravity of Paving Mixture	90.00	Each
Calibration of Ignition Oven for Asphalt Content by IDOT Methods	650.00	Each
Determination of Asphalt Content by Ignition Oven	100.00	Each
Determination of Asphalt Content by Ignition Oven- with Washed Gradation	175.00	Each

#### EQUIPMENT FEES

<b>EQUIPMENT</b>	<b>RATE</b>	<b>UNIT</b>
Cone Penetrometer	N/C	Day
Nuclear Moisture/Density Gauge	N/C	Day
<b>MISCELLANEOUS</b>		
Mileage - light Vehicle	0.60	Mile
Sample Pick-up Services	60.00	Trip

**ENVIRONMENTAL ENGINEERING FEE SCHEDULE SERVICES**

<b>STAFF</b>	<b>UNIT</b>	<b>RATE</b>
Department Manager	Hour	150.00
Section Manager/Senior Project Manager	Hour	135.00
Geologist/Environmental Scientist/Project Manager	Hour	110.00
Licensed Asbestos Inspector	Hour	120.00

<b>EQUIPMENT</b>	<b>UNIT</b>	<b>RATE</b>
Photoionization Detector	Day	100.00

<b>ANALYTICAL TESTING</b>	<b>UNIT</b>	<b>RATE</b>
Benzene, Toluene, Ethylbenzene, Xylenes (BTEX)	Per Sample	60.00
Polynuclear Aromatic Hydrocarbons (PNAs)	Per Sample	150.00
Metals RCRA (8)	Per Sample	126.00
Volatile Organic Compounds (VOCs)	Per Sample	180.00
Asbestos	Per Sample	12.50
pH	Per Sample	24.00
Preservation for BTEX/VOCs (soil Samples)	Per Sample	16.00

<b>EPA FORM LPC-663, UNCONTAMINATED SOIL CERTIFICATION</b>	<b>UNIT</b>	<b>RATE</b>
VOCs, SVOC's, Total RCRA Metals and pH - Standard 5 to 7 Day Turnaround	Each	634.00
Surcharge for 3-Day Turnaround	Each	634.00
Potentially Impacted Property (PIP) Evaluation	Each	1200
Supplemental Analytical Testing if Required Job Specific	Each	Job Specific
Environmental Data Review, Project Management, Prepare Summary Report with Form LPC-663 signed by PE if uncontaminated	Lump Sum	500.00
Senior Project Manager to Consult or Attend Project Meeting	Hour	135.00
Geologist/Environmental Specialist/Project Manager	Hour	110.00

Direct expenses will be charged at cost.

**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 15<sup>th</sup> day of December 2016, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this 15<sup>th</sup> day of December 2016.

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER M-17-01

This Agreement is made this 15th day of December 2016, 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 31, 2016 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 21, 2016.

c) Required Certificates and Signatures and Certificate of Insurance.

d) ENGINEER's Fee Schedule effective from January 1, 2017 to December 31, 2019.

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 15th day of December 2016.

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 6th day of December, 2016.

Individual or Partnership

Corporation

By

Collin Murphy, President

Position/Title

By

Position/Title

SEECO CONSULTANTS INC.

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD  
ENGINEER'S CERTIFICATION**

Collin W. Gray, 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:

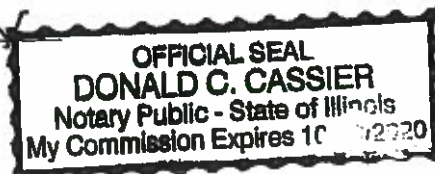
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with 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 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:

Collin W. Gray  
Authorized Agent of ENGINEER

Subscribed and sworn to  
before me this 6th  
day of December 2016.

[Signature]  
Notary Public



**SEECO Consultants Inc.**  
**SCHEDULE OF FEES – January 1, 2017 Through December 31, 2017**

**Village of Lombard-Contract M-17-01**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
<b>PROFESSIONAL PERSONNEL SERVICE</b>		
Chief Engineer	Hour	\$180.00
Principal Engineer	Hour	\$180.00
Senior Geotech/Materials Engineer	Hour	\$145.00
Project Materials/Geotech Engineer	Hour	\$138.00
Project Environmental Engineer	Hour	\$130.00
Staff Engineer	Hour	\$120.00
Field Engineer	Hour	\$118.00
Environmental Geologist	Hour	\$ 99.00
<b>TECHNICAL AND SUPPORT PROFESSIONAL SERVICES</b>		
Lab/Engineer Technician	Hour	\$ 99.00
Senior Technician-IDOT Level 1 or 2	Hour	\$114.00
QA Manager/IDOT Level 3	Hour	\$125.00
Draftsman/CAD Operator	Hour	\$ 94.00
Secretary	Hour	\$ 61.00
Pickup of Samples	Hour	\$ 95.00
Trip Charge-Mileage	Each	\$29.00
<b>DRILLING, SAMPLING, AND CORING</b>		
Mobilization/Demobilization of Truck Mounted Rotary Rig, Tools and Two Man Drilling Crew Per Rig	Job	\$490.00
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.	\$ 29.75
50-100 Foot Depth	Lin. Ft.	\$ 35.00
Shelby Tube Samples, 2" O.D.	Each	\$ 50.00
Shelby Tube Samples, 3" O.D.	Each	\$ 55.00
(Minimum Project Drilling Charge - \$2,760.00/8 hr day)		
Bag Samples at Specified Depth, for Proctor Test	Each	\$ 52.00
Rock Coring – Set Up	Each	\$275.00
NX Size Coring	Lin Ft.	\$ 70.00
Photoionization Detector	Day	\$ 85.00
2 Man Drill Crew-Specialized Tasks	Hour	\$345.00



<b>LABORATORY TESTING (SOILS)</b>		
<b>Visual Classification, Including Pocket Penetrometer Readings</b>	Each	\$ 6.00
<b>Moisture Content Determination (ASTM D 2216)</b>	Each	\$ 6.50
<b>Sieve Analysis, Dry, 7 Sieves</b>	Each	\$ 95.00
<b>Sieve Analysis, Washed, 7 Sieves</b>	Each	\$110.00
<b>Combined Hydrometer and Sieve Analysis (ASTM D 422)</b>	Each	\$190.00
<b>Atterberg Limits, LL, PL (ASTM D 423, 424)</b>	Each	\$ 97.00
<b>Specific Gravity Determination (ASTM D 854)</b>	Each	\$ 75.00
<b>Nuclear Moisture/Density Gauge</b>	Day	\$ 64.00
<b>Standard Proctor Compaction (ASTM D 698)</b>	Each	\$185.00
<b>Modified Proctor Compaction (ASTM D 1557)</b>	Each	\$195.00
<b>Illinois Bearing Ratio Test, Including Proctor Density</b>	Each	\$510.00
<b>Density Determination, Including Moisture Content Test</b>	Each	\$ 25.00
<b>LABORATORY TESTING (CONCRETE AND ASPHALT)</b>		
<b>Concrete Mix Design, Per Mix (Review)</b>	Each	\$315.00
<b>Concrete Aggregate Test:</b>		
<b>Fine Aggregate Sieve Analysis</b>	Each	\$110.00
<b>Coarse Aggregate Sieve Analysis</b>	Each	\$110.00
<b>Fine Aggregate – Specific Gravity and Absorption</b>	Each	\$137.00
<b>Coarse Aggregate – Specific Gravity and Absorption</b>	Each	\$137.00
<b>Concrete Cylinder Test</b>	Each	\$ 22.00
<b>Reflux Extraction Test</b>	Each	\$195.00
<b>Core Density Test – 4"</b>	Each	\$ 50.00
<b>Gyratory Compaction Test</b>	Each	\$280.00

**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).

**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 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 15<sup>th</sup> day of December 2016, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this 15<sup>th</sup> day of December 2016.

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER M-17-01

This Agreement is made this 15th day of December 2016, 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 31, 2016 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 22, 2016.**
  - c) **Required Certificates and Signatures and Certificate of Insurance.**
  - d) **ENGINEER's Fee Schedule effective from January 1, 2017 to December 31, 2019.**
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 15th day of December 2016.

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 2<sup>nd</sup> day of December, 2016.

Individual or Partnership \_\_\_\_\_ Corporation X

Michelle Lipinski President  
By Michelle Lipinski Position/Title

\_\_\_\_\_  
By Position/Title

RUBINO ENGINEERING INC.

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, 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

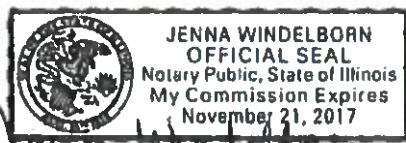
Contract to the Village of Lombard, hereby certifies that said ENGINEER:

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  
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:

  
\_\_\_\_\_  
Authorized Agent of ENGINEER

Subscribed and sworn to  
before me this 6<sup>th</sup>  
day of December, 2016.

  
Jenna Windelborn  
Notary Public

**Rubino Engineering, Inc.**  
**2017 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	\$	150.00
Project Engineer/Manager	Per Hour	\$	100.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	89.00
Secretarial Services	Per Hour	\$	55.00

**SUBSURFACE EXPLORATION**

Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:

Depth Range Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

\* Less than 50 blows per foot or a Qp of 4 tsf

\*\* 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling (difficult or unusual conditions, delays, hard material, boulders, rubble, etc.	Per Hour	\$	325.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	55.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (wet combustion)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	215.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00

**Rubino Engineering, Inc.**

**Schedule of Construction Materials Testing Services & Fees through March 1, 2017 (Illinois Prevailing Wage)**

**LABORATORY TESTING SERVICES**

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 89.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sample preparation for the above tests	Each	\$ 40.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00

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

Per Hour	\$ 93.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 139.50
Per Hour Overtime Sundays and Holidays	\$ 176.70

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

Per Hour	\$ 98.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 186.20

**MATERIAL TESTER - 2** - Field inspection of welds and structural steel

Per Hour	\$ 110.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 165.00
Per Hour Overtime Sundays and Holidays	\$ 209.00

**EQUIPMENT CHARGES**

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00

**CORING SERVICES**

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

**ENGINEERING SERVICES**

Chief Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 100.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

**REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. 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 portal to portal, 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 our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.