

**RESOLUTION R-20-13**

**A RESOLUTION ACCEPTING A PROPOSAL FOR  
SOILS AND MATERIALS TESTING SERVICES  
FOR THE 2013 ROAD, SEWER, AND WATER REHABILITATION PROGRAM**

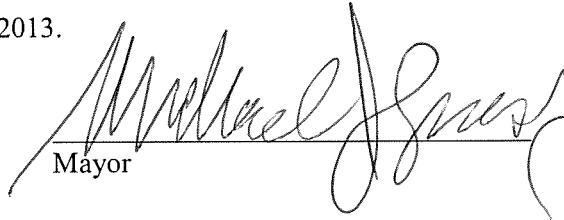
**WHEREAS**, the City of Wheaton, DuPage County, Illinois, is desirous of performing certain infrastructure rehabilitation work on the 2013 Road, Sewer, and Water Rehabilitation Program; and

**WHEREAS**, the geotechnical engineering firm of Construction & Geotechnical Material Testing, Inc. of Elk Grove Village, Illinois, has submitted a soils and materials testing proposal for the 2013 Road, Sewer, and Water Rehabilitation Program; and

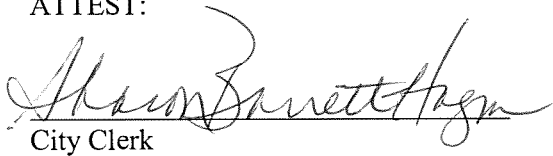
**WHEREAS**, it is necessary for the Mayor and City Council to accept the proposal for soils and materials testing services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor and City Council accepts the proposal dated March 8, 2013 from Construction & Geotechnical Material Testing, Inc. of Elk Grove Village, Illinois for soils and materials testing services for the 2013 Road, Sewer, and Water Rehabilitation Program.

**ADOPTED** this 18<sup>th</sup> day of March, 2013.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Roll Call Vote:

Ayes:	Councilwoman Pacino Sanguinetti Councilman Scalzo Councilman Sues Councilman Mouhelis Councilman Rutledge Councilman Saline Mayor Gresk
Nays:	None
Absent:	None

Motion Carried Unanimously





## ***Construction & Geotechnical Material Testing, Inc.***

60 Martin Lane, Elk Grove Village, Illinois 60007  
Phone: (630) 595-1111 Fax (630) 595-1110

March 8, 2013

City of Wheaton  
Mr. Sarang A. Lagvankar, P.E.  
Senior Project Engineer  
303 W. Wesley Street  
Wheaton, Illinois 60189

RE: Proposal to Provide Soils and Materials Testing Services  
City of Wheaton 2013 Road, Water and Sewer Rehabilitation Program  
Wheaton, Illinois  
CGMT Proposal No.: 13P0139

Dear Mr. Lagvankar:

Construction & Geotechnical Material Testing, Inc. (CGMT) is pleased to offer this proposal to provide material testing services for the project referenced above. **CGMT relied on our experience with providing similar services in preparing this proposal.** This proposal was prepared after our discussion and review of the provided plans on March 6, 2013.

All projects are served by our facilities in Elk Grove Village with a state-of-the-art QC/QA Laboratory. The formal address of our facility is 60 Martin Lane, Elk Grove Village, Illinois 60007. CGMT is a 100 % minority owned business and complies with **MBE** requirements. We are also a member of the **DBE** program. CGMT is a State of Illinois licensed Professional Design Firm, Professional Engineering Corporation, and an Illinois Department of Transportation IDOT Pre-qualified Consultant. CGMT's laboratory has been inspected by the Illinois Department of Transportation (**IDOT**) and AASHTO Material Resource Laboratory (**AMRL**) and scheduled with the Cement and Concrete Reference Laboratory (**CCRL**). As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm.

### **Project Description**

We understand the project will consist of improvements for various road projects within the City of Wheaton for the 2013 construction season. The road improvements will consist of pavement asphalt work, concrete curb, gutter, sidewalk and apron replacement.

### **Scope of Work**

As requested in the Request for Proposal, CGMT can provide the following services:

- Provide Quality Assurance for the City of Wheaton for QC/QA projects for hot mix asphalt and Portland cement concrete,
- Concrete and hot-mix asphalt plant proportioning analysis,
- Mix designs – verification and selection,



- Complete reporting and documentation per Illinois Department of Transportation,
- Certified technician services – field and plant,
- Engineering & Administrative Documentation and Overview

### Construction Testing Fees

Based on our review of the project plans and the generalized schedule provided, CGMT estimates a testing scope budget of \$29,950 would be appropriate. Please refer to *Table 1 – Unit Cost to Provide Material Testing Services* for greater detail. It should be noted that this value assumed standard 8-hour work days and that no overtime would be incurred.

We have reviewed the project plans, and the provided a detailed construction quantities. The estimate provided above is based on the provided plans and reasonable assumptions of construction activities. CGMT does not have control over the project schedule nor the rate at which we will be requested to perform testing. *Billing would be based on the actual time and testing requirements, as directed by your office. Our final billing would be based on the attached Schedule of Fees for the actual work performed and our invoices will present a summary of all work authorized and performed at the direction of your office or the party responsible for scheduling.*

Our final billing would be based unit rates listed on the attached Table # 1, and would be present a summary of all work authorized and performed at the direction of your office.

Costs are based on the following assumptions:

- CGMT is to complete inspection and material testing upon 24 hours of notification by a representative of the Client.
- Client will secure the necessary permits and other legal documentation to access the sites and to perform work.
- Additional time spent on site shall be approved in advance by the Client. Unit rates for this additional time will be in accordance with the Attached Table I. If there is a necessary price change CGMT, Inc. will get the approval of the Client prior to invoicing.
- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the Client.
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net 30 days, upon your receipt of our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.



**General**

CGMT appreciates the opportunity to offer this proposal for Material Testing for the City of Wheaton. Please contact me at (630) 595-1111 or email [pkpatel@cgmtinc.com](mailto:pkpatel@cgmtinc.com) if you have any questions or if you need additional information.

Sincerely,  
**CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.**

*Pratik Patel*

Pratik K. Patel, P.E.  
Vice President

Cc: File/PK

Attachments: Table I – Unit Cost to Provide Material Testing Services  
Terms & Conditions

Authorization to Proceed:	
Accepted by: <u><i>Paul Aldean</i></u>	Title: <u><i>DIRECTOR OF ENGR.</i></u>
Agency/Firm: <u><i>CITY OF WHEATON</i></u>	Date: <u><i>3   19   13</i></u>

*As per Contract No. 36329 and Res. R-20-13  
approved on 3/18/13 by the Mayor & City Council.*



### Table 1 - Unit Cost To Provide Material Testing Services

City of Wheaton - Consulting Engineering Services, Wheaton, Illinois  
13P0139 - Contract C 36329 - 2013 RSW

ITEM	CGMT to Provide	UNIT	UNIT RATES	
			Regular	Overtime*
<b>Field Inspection Services</b>				
Concrete and Hot Mix Asphalt QA Testing	Labor	Hour	\$73.00	\$109.50
Soil and Pavement Compaction Analysis	Labor	Hour	\$73.00	\$109.50
Plant Inspection Concrete and Hot Mix Asphalt	Labor	Hour	\$76.00	\$114.00
Mix desing - verification and selection	Labor	Hour	\$80.75	\$121.13
Sr. Engineering Technician (Field)	Labor	Hour	\$76.00	\$114.00
Nuclear Density Gauge	Equipment	Day	\$35.00	--
Pick up Cylinder Sets/Deliver to Laboratory	Labor	Day	\$95.00	--
<b>Laboratory Testing</b>				
Gradation, unit weight, and moisture of aggregate	Laboratory Testing	Test	\$75.00	--
Asphalt content by ignition oven	Laboratory Testing	Test	\$50.00	--
Extraction analysis of asphalt samples (no gradation)	Laboratory Testing	Test	\$65.00	--
Extraction analysis of asphalt samples (with gradation)	Laboratory Testing	Test	\$125.00	--
Gyratory compaction of asphalt samples	Laboratory Testing	Test	\$85.00	--
Core Density Determination	Laboratory Testing	Test	\$25.00	--
T.S.R. Stripping test - tensile strength ratio	Laboratory Testing	Test	\$125.00	--
Moisture of soil samples	Laboratory Testing	Test	\$4.00	--
Atterberg limit (liquid and plastic limits)	Laboratory Testing	Test	\$71.25	--
Unconfined compressive strength of selected soil samples	Laboratory Testing	Test	\$15.00	--
Standard Proctor test	Laboratory Testing	Test	\$128.25	--
Modified Proctor test	Laboratory Testing	Test	\$137.75	--
Illinois bearing ratio (IBR test)	Laboratory Testing	Test	\$450.00	--
Visual Classification of Soils (USCS)	Laboratory Testing	Test	\$4.00	--
Combined Hydrometer & Sieve Analysis (ASTM D 422)	Laboratory Testing	Test	\$142.50	--
Fine Aggregate Sieve Analysis	Laboratory Testing	Test	\$75.00	--
Coarse Aggregate Sieve Analysis	Laboratory Testing	Test	\$60.00	--
Organic Content-LOI (ASTM 2974)	Laboratory Testing	Test	\$60.00	--
Organic Content-Wet Combustion (AASHTO T 194)	Laboratory Testing	Test	\$85.00	--
pH Determination	Laboratory Testing	Test	\$35.00	--
Combined Hydrometer & Sieve Analysis (ASTM D 422)	Laboratory Testing	Test	\$142.50	--
Concrete Compressive Strength Testing	Laboratory Testing	Test	\$12.35	--
<b>Supervision and Oversight</b>				
Word Processing	Labor	Hour	\$33.25	--
Project Engineer	Labor	Hour	\$80.75	--
Sr. Project Engineer (P.E.)	Labor	Hour	\$156.75	--
Principal Engineer (P.E.)	Labor	Hour	\$128.25	--

**Notes:**

- 1 When construction schedule becomes available, we would be pleased to meet with you to define our specific inspection activities, based on the project specifications.
- 2 Actual time to be expended would be at the direction of the client. Hours over 8 will be assessed the overtime rate indicated (\*)
- 3 Saturdays will assess overtime charges of 1.5x regular rate and 2.0x regular rate for Sunday.
- 4 Minimum hourly charges: A full day
- 5 All personnel time charges are assessed on a *portal to portal* basis.
- 6 Standby time due to delays beyond CGMTs control will be charged by the hourly rates
- 7 Services cancelled without advanced (3 hour) notice will assess half day minimum charge
- 8 All reports are subject to review by an Engineer.
- 9 Word processing charges apply to distribution of report.



## GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client:** Construction & Geotechnical Material Testing, Inc. (CGMT) (Engineer) shall serve as Client's geotechnical and materials engineering consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer:** Engineer will render engineering services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region. Engineer makes no warranty, either expressed or implied, with respect to its services.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision that purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer shall immediately comply with its terms and take all reasonable steps to reduce the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Engineer for the cost of such suspension and remobilization.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Client, under the same terms, whenever Client shall determine that termination is in its best interests, may terminate this Agreement. Cost of termination and costs of worked performed at the time of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Property of Client:** Drawings, specifications, reports, and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

7. **Reuse of Documents:**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use of only the Client on this Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting there from.

8. **Compliance with Laws:** The Engineer shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations, which are in effect as of the date of this Agreement.

9. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of its net fee for the services from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer, or to the amount of the Engineer's insurance, whichever is less.

Client shall indemnify and hold harmless Engineer, up to the same amount that Engineer undertakes to indemnify the Client under this Agreement, from loss of expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise by reasons of the services rendered under this Agreement.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provision:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

19. **Designation of Authorized Representative:** Each party shall designate one or more persons to act with authority in its behalf in respect to all aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

21. **Payment for Services:** Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net due at the time of receipt of the final report and our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

22. **Limitation of Liability:** Client agrees to allocate certain of the risks associated with the project by limiting Engineer's total liability to Client, subject to available insurance proceeds, arising from Engineer's professional acts, errors, or omissions and for any and all causes under this agreement to the fullest extent permitted by law as follows. For projects where Engineer's fee estimate or proposed fees are:

- a. less than \$10,000 or less, Engineer's total aggregate liability shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.
- b. greater than \$10,000, Engineer's total aggregate liability shall not exceed \$25,000 or the total fee for the services rendered, whichever is greater.

