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

July 23, 2012

Mr. Noriel Noriega, P.E.
Village of Westmont Public Works
31 West Quincy Street
Westmont, IL 60559

PROPOSAL AND CONTRACT
Construction Materials Testing Services
2012 MFT Street Improvements, Westmont, IL
SEC. 12-00103-00-RS

Dear Mr. Noriega:

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. QA site inspection services only.

The estimated sequencing is as follows:

Concrete	2 Inspections
Bituminous	5 Inspections

Portland Cement Concrete

Field Inspection – PCC Level II Estimate 12 hours @ $110.00/hr	$1,320.00
Concrete Cylinder Tests Estimate 8 cylinders @ $21.00/cyl.	$ 168.00
Cylinder Pickup Estimate 1 hour @ $90.00/hr	$ 90.00
Trip Charge Estimate 3 trips @ $29.00/trip	$ 87.00
Project Engineer (Coordination, Meetings and Report Review) Estimate 2 hours @ $130.00/hr	$ 260.00
Subtotal:	**$1,835.00**

Bituminous Paving

Field Inspection – Bituminous Level II Estimate 40 hours @ $150.00/hr	$4,600.00
Core Density on Cores Cut by Contractor Estimate 8 cores @ $45.00/ea.	$ 360.00
Trip Charge Estimate 5 trips @ $29.00/trip	$ 145.00

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www.seeco.com

Bituminous Paving (cont'd)

Project Engineer (Coordination, Meetings and Report Review)
Estimate 4 hours @ $130.00/hr $ 520.00

Subtotal: $5,625.00

Soils

Field Engineer	Est. 0 hrs. @ $110.00/hr
Cone Penetrometer	Est. 0 days @ $110.00/day
Standard Proctor Test	Est. 0 hrs. @ $185.00/hr
Organic Content	Est. 0 tests @ $75.00/ea
Grain Size Combined Analysis	Est. 0 tests @ $145.00/ea
Atterberg Limits Analysis	Est. 0 tests @ $85.00/ea
Washed Sieve Analysis	Est. 0 tests @ $95.00/ea
Project Engineer	Est. 0 hours @$130.00

TOTAL: $7,460.00

Invoicing terms will be net 30 days from date of invoice. If the proposal and the attached General Conditions are acceptable, please indicate by signing and returning it to our office. Overtime rates of 1.5 times the base rate will be charged for hours in excess of eight hours (before 7:00 and after 3:30) per day and weekend hours. All field charges are portal to portal with an eight hour minimum unless SEECO is able to schedule the field representative for a second site than a four hour minimum will apply. Rates valid for 2012 construction season. Negotiated increases required if prevailing wage rates increases.

SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

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

APPROVED:

_____
Name of Firm

_____
Authorized Signature

_____
Date

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

DCC:arm
Attachment
O:\Proposals\QC\Westmont 072312.doc

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.