STATE OF ILLINOIS	)
	) SS
COUNTY OF DU PAGE	)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-21-58 A RESOLUTION APPROVING A PROPOSAL FROM SOIL & MATERIAL CONSULTANTS, INC. FOR THE PUBLIC WORKS FACILITY GEOTECHNICAL INVESTIGATION IN AN AMOUNT NOT TO EXCEED \$10,795

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 16<sup>th</sup> day of September, 2021.

SEAL SEAL

Lynn Curiale, City Clerk

#### Resolution #R-21-58

# A RESOLUTION APPROVING A PROPOSAL FROM SOIL & MATERIAL CONSULTANTS, INC. FOR THE PUBLIC WORKS FACILITY GEOTECHNICAL INVESTIGATION IN AN AMOUNT NOT TO EXCEED \$10,795

Passed:

September 16, 2021

Published in Pamphlet Form:

September 17, 2021

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-21-58

A RESOLUTION APPROVING A PROPOSAL FROM SOIL & MATERIAL CONSULTANTS, INC. FOR THE PUBLIC WORKS FACILITY GEOTECHNICAL INVESTIGATION IN AN AMOUNT NOT TO EXCEED \$10,795

Passed and approved by the City Council of the City of Wood Dale on September 16, 2021 and hereby published in pamphlet on September 17, 2021.

Lynn Curiale, City Clerk

#### **RESOLUTION NO. R-21-58**

# A RESOLUTION APPROVING A PROPOSAL FROM SOIL & MATERIAL CONSULTANTS, INC. FOR THE PUBLIC WORKS FACILITY GEOTECHNICAL INVESTIGATION IN AN AMOUNT NOT TO EXCEED \$10,795

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq., and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the SOIL & MATERIAL CONSULTANTS, INC. for the GEOTECHNICAL INVESTIGATION; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of SOIL & MATERIAL CONSULTANTS, INC., the Mayor and the City Council find SOIL & MATERIAL CONSULTANTS, INC. is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

<u>SECTION 2:</u> The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

<u>SECTION 4:</u> That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 16 <sup>th</sup> day of September, 2021.
AYES:
NAYS:
ABSENT: Alderman Jakab
APPROVED this 16 <sup>th</sup> day of September, 2021
SIGNED: Annunziato Pulice, Mayor
ATTEST: Lynn Curiale, City Clerk



Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

September 7, 2021 Proposal No. 19,507

Mr. Alan Lange City of Wood Dale 404 N. Wood Dale Road Wood Dale, IL 60191

Re: Geotechnical Investigation
Public Works Facility Improvements
Wood Dale, Illinois

Dear Mr. Lange:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and geotechnical report on the above referenced site.

#### Field Investigation

We propose the layout of 16 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

At 7 of the boring locations the existing pavement will be cored to determine material types and thicknesses. The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet within 15.0 feet of the surface and at intervals of 5.0 feet below this depth. The proposed borings will extend to minimum depths of 10.0 feet to 25.0 feet. Additional boring depth and sampling may be provided if weak or unsuitable soil conditions are encountered. Borings may be terminated at shallower depths if refusal is encountered.

#### Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength. Additional testing may be provided based on the results of the field investigation and laboratory testing.

### Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report

Re: Public Works Facility Improvements

Wood Dale, Illinois

prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

#### Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Thomas P. Johnson, P.E.

Thomas D. Jan

President

TPJ:dd

Р	roposal	Accepted	Bv:

Client	
Street	
Town	_ State Zip Code
Phone ( ) E-Mail Address_	1
Signature appropriate fulice	Position Moyor
Printed Name ANNUB ZRATO PULECE	Date 9 - 160 - 21

Proposal No. 19,507

Re: Public Works Facility Improvements Wood Dale, Illinois

## SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

<u>Field</u>							
Boring Layout Utility Location Mobilization Drilling (6 @ 10', 4 @ 20', 6 @ 25')	4 1 1 290	hr. hr. ft.	\$ \$ \$	99.00 99.00 Lump 14.00	/hr. /hr. Sum /ft.	\$ \$ \$ \$	396.00 99.00 1,200.00 4,060.00
Split Barrel Sampling Pavement Cores	100 7	ea. ea.	\$ \$	10.00 120.00	ea. ea.	\$ \$	1,000.00 840.00
<u>Laboratory</u>						-	
Moisture Content Unit Weight Unconfined Compressive Strength	1		\$	Lump	Sum	\$	1,800.00
Report							
Senior Engineer (P.E.)	10	hr.	\$	140.00	/hr.	\$_	1,400.00
			Е	stimated	Total Cost:	\$	10,795.00

Proposal No. 19,507

Re: Public Works Facility Improvements Wood Dale, Illinois

#### TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

#### **GEOTECHNICAL INVESTIGATIONS**

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

#### **TESTING SERVICES**

Client shall furnish SMC with at least one working day's notice on any parttime (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.





PROPOSED OVERALL FIRST FLOOR PLAN



PROPOSED OVERALL MEZZANINE PLAN



