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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2020-006**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS AUTHORIZING AND APPROVING A  
PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES IN  
RELATION TO PARKING LOT IMPROVEMENTS FOR A CITY  
PARKING LOT LOCATED AT 13101 SOUTH WESTERN AVENUE,  
BLUE ISLAND, ILLINOIS**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
FRED BILOTTO  
NANCY RITA  
TOM HAWLEY  
MICHAEL MECH  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
WILLIAM CAZARES  
KEVIN DONAHUE  
BILL FAHRENWALD  
JOHNNY RINGO HILL  
RAEANN CANTELO-ZYLMAN  
JAMES KLINKER**

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**Aldermen**

**RESOLUTION NO. 2020-006**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS  
AUTHORIZING AND APPROVING A PROPOSAL FOR GEOTECHNICAL  
ENGINEERING SERVICES IN RELATION TO PARKING LOT IMPROVEMENTS  
FOR A CITY PARKING LOT LOCATED AT 13101 SOUTH WESTERN AVENUE,  
BLUE ISLAND, ILLINOIS**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, GEOCON Professional Services, LLC has submitted a proposal for geotechnical engineering services in advance of undertaking certain parking lot improvements for the City parking lot located at 13101 South Western Avenue, Blue Island, Illinois, and that the engineering services shall include evaluating the pavement section and subgrade stability in order to design the appropriate pavement reconstruction alternative. A copy of the proposal for the professional services to be performed thereunder is attached hereto and made a part hereof as Exhibit A (the “Agreement”); and

**WHEREAS**, the City has a satisfactory relationship with GEOCON Professional Services, LLC; and

**WHEREAS**, the Mayor and City Council of the City (the “Corporate Authorities”) deem it advisable and in the best interest of the health, safety, and welfare of the City’s residents to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the Agreement by and between the City and GEOCON Professional Services, LLC, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the City Council with such necessary non-material changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the City of any and all changes or revisions therein contained.

**Section 3.** That the officials, officers, and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 6.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

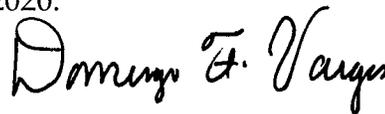
*[Left intentionally blank]*



**ADOPTED** this 28<sup>th</sup> day of January, 2020, pursuant to roll call as follows:

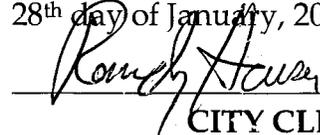
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA			X		
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL			X		
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>	10		4		

**APPROVED:** this 28<sup>th</sup> day of January, 2020.



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**MAYOR OF THE CITY OF BLUE ISLAND,  
 COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
 28<sup>th</sup> day of January, 2020.



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**CITY CLERK**



December 12, 2019

Erik Alvarez, PE  
*Engineer*  
Robinson Engineering, Ltd.  
17000 South Park Avenue  
South Holland, IL 60473

Subject: Proposal for Geotechnical Engineering Services  
Proposed Parking Lot Improvements  
Dunkin Donuts Village Parking Lot  
13101 South Western Avenue  
Blue Island, IL  
GEOCON Proposal No. 19-P751

Dear Mr Alvarez:

GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal providing geotechnical engineering services on the above referenced project. A brief description of our understanding of the project, and a discussion of the scope of services to be provided, is included in the following paragraphs.

**PROJECT UNDERSTANDING**

The Village parking lot south of the Dunkin Donuts is in poor condition and improvements are planned. Mill and overlay and complete reconstruction of the HMA section is being considered, however, the pavement section and subgrade stability needs to be further evaluated in order to design the appropriate pavement reconstruction alternative.

**SCOPE OF WORK**

GEOCON proposes to drill 6 pavement cores and soil borings for this project, with each boring extended to 10 feet below existing grade. The subsurface exploration will be performed with a truck mounted drill rig, utilizing auger drilling methods to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals. Upon completion, the boreholes will be filled with auger cuttings.

Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. The lab testing program is indicated on the attached Estimate Worksheet.

**GEOTECHNICAL REPORT**

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis and presented in a written report containing the geotechnical parameters needed for subgrade stability and pavement design.

**FEES AND CONDITIONS**

GEOCON proposes to perform the services on a unit price basis, and pursuant to the General Conditions attached to this document. The estimated fee for performance of the specified work is itemized on the attached Estimate Worksheet and will not exceed **\$5,980.00** without client approval. Additional services beyond those described herein would be performed at the unit rates indicated.

The above fee is based on the boring locations being readily accessible to truck mounted drilling equipment. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

**UTILITY LOCATES**

GEOCON requests that any available site utility plans be provided prior to the subsurface exploration to avoid damaging underground structures. GEOCON will contact the JULIE one call system to ascertain the location of utility conduits prior to the start of drilling operations. However, JULIE will not locate private utilities that are located on private property most of the time. GEOCON will engage a private utility locator to identify utilities in the vicinity of the boring locations (approximately +/- 5 ft radius) to reduce the potential of encountering utilities during drilling activities.

**SITE ACCESS AND SCHEDULE**

The above fee is based on the client or owner providing access to the site. Any access coordination performed by GEOCON would be invoiced on a time and material basis, at the rates provided on the Standard Fee Schedule attached to this proposal.

We would anticipate that the field work would begin within 1 week of receiving written authorization to perform the work. Submittal of the geotechnical report will be within 2 weeks of completing the field work.

**AUTHORIZATION**

GEOCON will proceed with the work on the basis of written authorization received from the client. Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at 815-412-2031. We are looking forward to working with you on this project.

Sincerely,

**GEOCON Professional Services, LLC**



Lawrence P. Zablock  
Senior Project Manager



Kenneth Rippey, PE  
Senior Engineer

Attachment: Estimate Worksheet  
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: CITY OF BLUE ISLAND  
SIGNATURE: Domingo F. Vargas  
NAME (PRINT): DOMINGO F. VARGAS  
TITLE: Mayor  
DATE: 1-31-20



**Geocon Professional Services, LLC  
Estimate Worksheet**

Client: Robinon Engineering, Ltd.  
Project: Proposed Parking Lot Improvements  
Location: Dunkin Donuts, 13101 S Western Ave., Blue Island, IL  
Geocon Proposal No.: 19-P751  
Date: December 12, 2019

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b>I. Field Exploration Services</b>			
1. ATV drill rig mobilization	1 Lsum	\$750.00	\$750.00
2. Project layout & coordination	2 Hours	\$125.00	\$250.00
3. Soil drilling with split-spoon sampling	60 Feet	\$23.00	\$1,380.00
4. Pavement Cores	6 Each	\$125.00	\$750.00
5. Private Locate	1 Each	\$500.00	<u>\$500.00</u>
	<b>Subtotal For Field Exploration Services:</b>		<b>\$3,630.00</b>
<b>III. Laboratory Soil Testing Services</b>			
1. Rimac compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	24 Tests	\$15.00	<u>\$360.00</u>
	<b>Subtotal for Laboratory Services:</b>		<b>\$360.00</b>
<b>IV. Engineering Services for Geotechnical Report</b>			
1. Senior Engineer to write report	8 Hours	\$155.00	\$1,240.00
2. Project Engineer to prepare exhibits	6 Hours	\$125.00	\$750.00
	<b>Subtotal for Engineering Services:</b>		<b>\$1,990.00</b>
	<b>*Total Estimated Fee:</b>		<b>\$5,980.00</b>

# GENERAL CONDITIONS

## GEOCON PROFESSIONAL SERVICES, LLC

### Geotechnical Services

**Item 1. Scope of Work.** Geocon Professional Services, LLC, (GEOCON) shall perform services in accordance with an agreement made with the 'client.' The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOCON's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work, have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, GEOCON will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold GEOCON harmless and indemnify GEOCON from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by GEOCON for any damages to underground structures and utilities that were not correctly and clearly shown on the plans provided to GEOCON or otherwise disclosed by the client utility locator service. GEOCON will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgement and opinion, exercise such precautions to complete the project or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

GEOCON's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsols relative to the project. As such, GEOCON does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** GEOCON's shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns;

or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 6. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretations by others, of data obtained by GEOCON for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** GEOCON will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed GEOCON's fees for the services performed on the project, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect or consequential damages arising from any cause.

**Item 9. Insurance and Indemnity.** GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 8 and 9, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.