STATE OF ILLINOIS)
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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-22-21 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR PROFESSIONAL SERVICES FOR THE FY 23 INFILTRATION AND INFLOW PROJECT IN AN AMOUNT NOT TO EXCEED \$142,450

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 7th day of April, 2022.

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Lynn Curiale, City Clerk

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Resolution #R-22-21

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR PROFESSIONAL SERVICES FOR THE FY 23 INFILTRATION AND INFLOW PROJECT IN AN AMOUNT NOT TO EXCEED \$142,450

Passed:

April 7, 2022

Published in Pamphlet Form:

April 8, 2022

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-22-21

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR PROFESSIONAL SERVICES FOR THE FY 23 INFILTRATION AND INFLOW PROJECT IN AN AMOUNT NOT TO EXCEED \$142,450

Passed and approved by the City Council of the City of Wood Dale on April 7, 2022 and hereby published in pamphlet on April 8, 2022.

Lynn Curiale, City Clerk

RESOLUTION NO. R-22-21

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR PROFESSIONAL SERVICES FOR THE FY 23 INFILTRATION AND INFLOW PROJECT IN AN AMOUNT NOT TO EXCEED \$142,450

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 RJN Group for the Infiltration/Inflow Project; 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 RJN Group, the Mayor and the City Council find RJN Group 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.

SECTION 2: 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.

SECTION 4: 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.

PROFESSIONAL SERVICES AGREEMENT FOR FY 2022-23 PROFESSIONAL ENGINEERING SERVICES FOR SANITARY SEWER REHABILITATION (DESIGN AND CONSTRUCTION SUPERVISION)

THIS AGREEMENT is entered into between the City of Wood Dale, a municipal corporation, hereinafter referred to as "the City", and RJN Group, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform engineering services in connection with the projects designated "Fiscal Year 2021-22 Professional Engineering Services Sanitary Sewer Rehabilitation (Design and Construction Supervision)".
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on the proposal attached hereto, including the provision of all labor, materials, equipment and supplies.
- 3. <u>Time for Performance.</u> Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant shall perform all services and provide all work product required pursuant to this agreement as noted in the proposal.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on the payment schedule attached hereto, provided that the total amount of payment to Consultant shall not exceed \$142,450.00 without express written modification of the agreement signed by the City.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
- Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
- 6. <u>Compliance with laws.</u> Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
- 7. Indemnification. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City up to the amount of this contract fee (for services) from loss or expense, including reasonable attorneys' fees to the extent caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the City's negligent acts, errors or omissions and those of the City's contractors, subcontractors or consultants or anyone form whom the City is legally liable, and arising from the project that is subject to this Agreement. In the event of joint or concurrent negligence of Consultant and City, 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. Consultant 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.
- 8. <u>Insurance</u>. The Consultant shall secure and maintain in force throughout the duration of this contract the insurance requirements contained in the attached "City of Wood Dale Administrative Directive 05-07 Contractual Insurance Guidelines".
- 9. <u>Independent Contractor.</u> The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this

agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

- 10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <u>Discrimination Prohibited.</u> The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- 12. <u>Assignment.</u> The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
- 13. <u>Non-Waiver</u>. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. Termination.

- a. The City reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
- b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

15. Notices. Notices to the City of Wood Dale shall be sent to the following address:

City of Wood Dale 404 N. Wood Dale Road Wood Dale, Illinois 60191

Notices to Consultant shall be sent to the following address:

RJN Group 200 West Front Street Wheaton, Illinois 60187

16. <u>Integrated Agreement.</u> This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this	th	day of	April	, 2027
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City of Wood Dale

RJN Group, Inc.

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Attest/Authenticated:

By appropriato Pulice

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March 16, 2022

Mr. Alan Lange Public Works Director City of Wood Dale 720 North Central Avenue Wood Dale, Illinois 60191

Subject:

Proposal for Fiscal Year 2022-23 Professional Engineering Services – Sanitary Sewer

Rehabilitation (Design, Construction Supervision)

Dear Mr. Lange:

RUN Group, Inc. (RUN) is pleased to submit this proposal to provide Professional Engineering and Construction Services to assist the City of Wood Dale (City) with their sanitary sewer rehabilitation program and removal of Inflow/Infiltration (I/I).

Except for the sewer televising, the SSES has been completed in the residential area just north of Irving Park Road. Significant defects have been found during the SSES and the City is now entering its third year of a multi-year rehabilitation phase.

The services to be provided under this Contract are as follows:

- Sewer Cleaning and TV Program RE Services
- Construction RE Services
- 2023 Sanitary Sewer Design and Bidding Services
- On-Call Sewer Collection System Services
- Program Management

Sewer Cleaning and TV Program RE Services

The two-year cleaning and televising program that was started in 2021 was completed in just one year. With remaining money in the construction contract, the City allotted an additional 6,000 LF for Sewertech LLC to clean and televise. The proposal includes CCTV Contract Management Services for the remainder of this contract.

Construction RE Services

The design of the 2022 Rehabilitation Construction Contract was completed under our Fiscal Year 2021-22 Contract.

The attached exhibit shows both the base bid and alternate bid rehabilitation area. The 2022 Construction will only feature the base bid which includes a total of about 4,500 Linear Feet (LF) of sewers with approximately 3,950 LF of sewer to receive cured-in-place pipelining (CIPP), (7) point repairs, service lateral and mainline grouting as well as 80 CIPP lateral liner installations.

The total construction price was awarded at \$889,642.00.

2023 Sanitary Sewer Design and Bidding Services

Per the City's Capital Investment Program, the total construction budget for 2023 is \$800,000. The 2023 Rehabilitation Design will be tailored to match this amount.

The rehabilitation area will target the backyard sewers north of the 2022 construction area and is highlighted in the attached exhibit. This area was televised by Sewertech LLC as part of the 2021-2022 Sewer Cleaning and Televising Program.

Once the rehabilitation area has been determined and confirmed by the City, RJN will perform a detailed CCTV review to begin the rehabilitation recommendation process.

On-Call Sewer Collection System Services

On-call services provides the City with flexibility throughout the year to address sewer maintenance and inspection items as they come up. RJN will provide on-call assistance including planning, assessments, reviews, presentations, inspections, and general sewer consulting services as they are needed.

Program Management & Clarity™

Overall management will also be provided. Hours for project management will be allocated in each task described hereinabove.

RJN will provide access to its online data hosting platform **Clarity™**, that includes status of data collection, access to data collected, field collected media for flow monitoring and construction activities.

Assuring Quality and Safety

RJN is committed to providing quality deliverables. The data collected as a part of this project will be critical in evaluating the City's effluent piping system. RJN's internal quality control (QC) tools within in our in-house data management software, as well as our corporate training and QC processes in place will ensure that project will provide value for the City.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of Wood Dale employees and customers is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training, temporary traffic control, OSHA 10-hour, fall protection, and many more. Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

Price and Schedule Summary

This project will be invoiced on a Time and Material and Unit Price basis for a total not-to-exceed fee of \$142,450 as described in the table below:

Task Description	FY2	FY22-23 Costs	
Sewer Cleaning & TV Program	\$	8,600	
Rehabilitation Construction Services	\$	72,050	
Rehabilitation Design Services	\$	42,200	
On-Call Services	\$	10,000	
Project Management Services	\$	9,600	
TOTAL	\$	142,450	

The project is expected to be completed by April 30, 2023 based on a Notice to Proceed by May 1, 2022. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- A. Exhibit A Scope of Services
- B. Exhibit B Pricing
- C. Exhibit C Schedule
- D. Exhibit D Project Map

We are looking forward to the opportunity to work with the City of Wood Dale on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Patrick at 224.425.1014 if you would like to discuss this proposal or have any questions.

Sincerely,

Yann Gallin

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Senior Project Manager

Yann Gallin

Michael Young, PE

Michael M. young

Senior Vice President

Patrick Hulsebosch, E.I.T. Lead Project Engineer



RUN is proposing the following scope of services to conduct the Fiscal Year 2022-23 Professional Engineering Services – Sanitary Sewer Rehabilitation for the City of Wood Dale.

A. Project Kickoff:

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- 1. Conduct a virtual or in-person kickoff meeting with City staff to discuss the project.
- 2. Discuss logistics of site visit and schedule.

B. 2021-2022 Sewer Cleaning and TV Program RE:

1. 2021-2022 Sewer Cleaning & Televising Oversight & Contract Management:

- a. Pre-inspection Assistance:
 - i. Provide Contractor with hardcopy inspection maps and a digital PDF for each area selected for inspection.
- b. Provide a cursory review of the Contractor's televising videos and reports to ensure quality.
- c. RJN will provide part-time inspection observation and management for the duration of the project. RJN proposes to be on-site part-time and will spend approximately (8) hours per week performing on-site inspection observation while the Contractor is working. Based on an estimated two-to-three-week cleaning & televising period, we are projecting a total of <u>20 hours</u> of on-site inspection observation.
- d. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed.
- e. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
- f. Provide periodic inspection of traffic control measures.
- g. Inspect easement areas before and after work is completed to ensure no damage is done to public or private property.
- h. RJN will submit weekly project updates to the City.
- RJN will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the contract and that all submittals are organized and complete.
- j. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
- k. Provide project management for the duration of the project and attend meetings as needed with City staff.
- I. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the City's GIS.

C. 2022 Sewer Rehabilitation Construction Supervision:

1. Pre-Construction Assistance:

- a. Prepare Contract Documents for execution by City and Contractor. Review Contractor's insurance documents.
- b. Coordinate and attend in-person or video conference preconstruction meeting. Prepare and distribute meeting minutes.
- c. Review Contractor's shop drawings, insurance documents, liner thickness calculations, bypass pumping plans, traffic control plans, erosion control plans, pre-construction surface videos and construction phasing.
- 2. Ensure that the Contractor provides notification to the residents and/or businesses of impacts to sewer and water service, need for backyard access. Assist the City with contacting property owners impacted by the construction.
- 3. Provide a combination of full and part-time construction observation for the duration of the project. RJN proposes to be on-site full time when the point repairs are completed. Part-time observation will be provided for sewer rehabilitation and restoration. Part-time supervision will be approximately four hours per day, when the Contractor is onsite and working. This proposal is based on providing 360 hours of full and part-time construction observation services.
- 4. Provide documentation of the construction activities, including maintaining a daily project journal and taking digital photographs of all phases of the project and taking measurements for all quantities installed. RJN will submit weekly project updates to the City.
- 5. Provide regular inspection of erosion control and periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
- 6. Provide final walk through, preparation of punch list, and final inspection.
- 7. Review Contractor's pre and post videos of the sewer rehabilitation. Notify the City when post-construction videos are acceptable, and these bid items are ready for payment.
- 8. Prepare a set of final construction drawings in ArcGIS and pdf formats. RJN will prepare and provide record drawings from the contractor's as-built plans. RJN will also provide a GIS layer update of the rehabbed sewer work at each location.
- 9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
- 10. Provide general project management throughout the duration of the project.

D. 2023 Sewer Rehabilitation Design:

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- 1. Prepare for and attend a kick-off design meeting or video conference.
- 2. Provide a cursory review of the 2021-2022 Cleaning and Televising Program videos and PACP reports to determine the highest priority area for the 2023 design.
- 3. Detailed review CCTV footage in the designated 2023 rehabilitation area.

- 4. We will design up to <u>nine (9) point repairs</u>. For point repairs, identify traffic control and surface rehabilitation needs during construction. Request design-stage J.U.L.I.E. locates and identify potential utility conflicts.
- 5. Prepare detailed schedules and design details for recommended Cleaning & Televising, CIPP rehabilitation, mainline and lateral grouting, point repairs, sewer replacement and lateral lining.
 - a. General lining, cleaning and televising, mainline and lateral grouting, and lateral lining exhibits.
 - b. Point repair and sewer replacement design sheets (GIS Exhibits)
 - c. Rehabilitation schedules
 - d. Project and City specific details
- 6. Prepare Contract Front End Documents and detailed Specifications:
 - a. Utilize City Front End Contract Documents with only project specific modifications.
 - b. Prepare detailed project Specifications.
- 7. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
- 8. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
- 9. Perform a quality control/quality assurance review on final plans and specifications.
- 10. Prepare bid package with plans, front-end documents, and specifications. Submit a pdf of the final bid package to the city with full size set of the final plans.
- 11. Have senior design P.E. provide an overall review and engineering stamp for the bid package. Submit a PDF of the final bid package to the City.
- 12. Bidding Assistance:
 - a. Post to on-line bidding service (if bidding not handled by City)
 - b. Send advertisement to expected bidders
 - c. Prepare Addenda
 - d. Respond to Contractors' questions
 - e. Prepare bid tabulation and letter of recommendation
- 13. Provide project management for the duration of the design project and attend up to two in-person meetings or video conferences with City staff.

E. On-Call Sewer Services

- 1. Provide general sewer consulting services and attend meetings with the City on an asneeded basis.
- 2. Sewer Televising Review Provide review of sewer televising data and videos. Provide rehabilitation recommendations for sewer segments that are reviewed.
- 3. On-site investigations of problems, including sewer backups, sinkholes, overflows, and collapses. Follow up from any previous year's construction projects including punch-list work.
- 4. Conducting sewer field inspections including flow monitoring, wet weather investigations, dyed water flooding, dye tracing, smoke testing, etc.
- 5. Lift station and force main assessments, as needed.

Items Requested from the City

- 1. City Front End Contract and Proposal Documents in MS Word format.
- 2. City to provide review and comment on prepared bidding documents including any project specific modifications for this project.
- 3. Coordination with RJN in answering bid-related questions in formal addenda.
- 4. Assist RJN to access backyards.
- 5. Mailing of City notifications to residents (if necessary).

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Pricing for the Fiscal Year 2022-23 Professional Engineering Services project is as follows.

Pricing Terms for Invoicing: Time and Material

Not-To-Exceed Total Cost: \$142,450

Below are the Summary of Engineering Services Fees:

Task Description	То	tal Cost
Sewer Cleaning & TV Program		
Onsite Observations & Contract Management	\$	4,300
Contract Administration (Pay requests, Project closeout, etc.)	\$	2,800
Mapping updates & GIS deliverables	\$	1,500
Subtotal	\$	8,600
Rehabilitation Construction Services		
Pre-construction Assistance	\$	4,650
Resident Engineering and Inspection Services	\$	52,700
Review of Pre- and Post Point Repair TV	\$	4,200
Construction Documentation and Communication	\$	10,500
Subtotal	\$	72,050
Rehabilitation Design Services		
Rehabilitation Design Program Development	\$	4,100
CCTV Review	\$	5,200
Contract Plans and Exhibits	\$	16,700
Contract Specifications	\$	6,700
Cost Opinions .	\$	2,350
QA/QC Check	\$	3,300
Bidding Services	\$	3,850
Subtotal	\$	42,200
On-Call Services	\$	10,000
Subtotal	\$	10,000
Project Management Services	\$	9,600
Subtotal	\$	9,600
TOTAL	\$	142,450

Hourly Rate Schedule

	Hon	2022 Rates*
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$175.00
CIVI	Construction Manager	\$150.00
SPE	Senior Project Engineer	\$145.00
PE	Project Engineer	\$130.00
CO	Construction Observer	\$120.00
El	Engineer Intern	\$110.00
GSS	GIS Specialist	\$110.00
SDA	Senior Data Analyst	\$110.00
GIS	GIS Analyst	\$100.00
FM	Field Manager	\$95.00
DΛ	Data Analyst	\$85.00
FS	Field Supervisor	\$85.00
FT	Field Technician	\$75.00
AS .	Administrative Support	\$80.00

Notes

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- 1. The Hourly Rate Schedule is valid until April 30th, 2023. Following that date, rates may be subject to a 3% annual increase.
- 2. The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



RJN is prepared to start work immediately upon an Agreement. The schedule for this project is summarized as follows:

Task	Timeline
2022 Sewer Rehabilitation Construction Supervision	Construction is expected to start in Spring/Summer 2022 and the schedule will be controlled by the Contractor.
2023 Sewer Rehabilitation Design	The design bid package shall be completed by April 30, 2023 .
On-Call Services	The on-call services shall be completed as directed by the City.



