

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-24-28 A RESOLUTION APPROVING A PROPOSAL FROM ROBINSON ENGINEERING FOR THE FY 2025 PRETREATMENT PROGRAM ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

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 May, 2024.



Lynn Curiale, City Clerk

SEAL



**Resolution #R-24-28**

**A RESOLUTION APPROVING A PROPOSAL FROM ROBINSON  
ENGINEERING FOR THE FY 2025 PRETREATMENT PROGRAM  
ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

Passed: May 16, 2024  
Published in Pamphlet Form: May 17, 2024

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-24-28**

**A RESOLUTION APPROVING A PROPOSAL FROM ROBINSON  
ENGINEERING FOR THE FY 2025 PRETREATMENT PROGRAM  
ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

Passed and approved by the City Council of the City of Wood Dale on May 16, 2024 and hereby published in pamphlet on May 17, 2024.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-24-28**

**A RESOLUTION APPROVING A PROPOSAL FROM ROBINSON ENGINEERING FOR THE FY 2025 PRETREATMENT PROGRAM ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

**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 **ROBINSON ENGINEERING** for the **FY 2025 PRETREATMENT PROGRAM ENGINEERING SERVICES**; 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 **ROBINSON ENGINEERING**, the Mayor and the City Council find **ROBINSON ENGINEERING** 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.

PASSED this 16<sup>th</sup> day of May, 2024.

AYES: 6

NAYS: 0

ABSENT: Ald. Susmarski, Alderwoman Ames

APPROVED this 16<sup>th</sup> day of May, 2024.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk



January 3, 2024

To: Mr. Brett Garelli  
Assistant Director of Public Works  
City of Wood Dale – Water/Wastewater Treatment  
269 W. Irving Park Road  
Wood Dale, Illinois 60191

RE: CITY OF WOOD DALE  
Pretreatment Program Engineering Services Calendar Year 2024-2025

Dear Mr. Garelli:

We appreciate the opportunity to continue to assist the City with its Pretreatment Program. The costs associated with the implementation for the 2024 – 2025 Program are summarized in this submittal. A description of the services associated with the implementation of the pretreatment program follows:

#### PRETREATMENT PROGRAM SCOPE OF SERVICES

##### TASK 1 – Provide Assistance with Day-To-Day Pretreatment Operations

The day-to-day implementation activities consist of a myriad of specific tasks. These tasks are identified below:

- Coordinate and prepare all correspondence to permitted Industrial Users, including review of all analytical reports.
- Review permitted Industrial Users correspondence and maintain comprehensive files.
- Coordinate scheduling with the City's contract laboratory for sample collection and analysis. Review laboratory data and prepare permitted Industrial User letters accordingly.
- Review self-monitoring reports for all permitted Industrial Users on a semi-annual basis.
- Conduct annual permitted Industrial User inspections.
- Prepare follow-up letters to permitted Industrial Users for information required during site inspections.
- Review responses from follow-up letters and prepare any additional follow-up, if required.
- Issue discharge permit applications, review applications, request additional information as necessary.
- Prepare and issue discharge permits.
- Address issues and questions from permitted Industrial Users.
- Review spill plans and comment as necessary.
- Update Industrial User database on an annual basis to include information provided by City Building Department.
- Review any additional information from the City pertaining to new Industrial Users.
- Forward copies of all necessary documents to the City relating to the new Industrial Users.
- Prepare Annual Pretreatment Program Report.



### **TASK 2 – Non-Compliance Operations**

The tasks identified for the Non-Compliance Operations assistance will be related to only those Industrial Users not in compliance with the City's Ordinance and Enforcement Response Plan. We will continue to provide the services described below, which will allow the City to maintain compliance with the USEPA requirements.

- Coordinate and prepare all correspondence to the Industrial Users following review of analytical reports or substandard report submissions concerning non-compliant Industrial Users.
- Prepare Notices of Violation for Industrial Users who demonstrate compliance violations. Send correspondence and Notices of Violation to City for signatures.
- Prepare Notices of Reporting Violation for Industrial Users who fail to file timely responses to the analytical Notice of Violations or fail to meet deadlines set by the City. Send correspondence and Notices of Reporting Violation to City for signatures.
- Send notice to the Industrial Users who demonstrate that they have violation of analytical data.
- Prepare "Compliance Meeting" form and data for compliance meetings.
- Attend necessary compliance meetings between the City and Industrial Users.
- Review responses to Notices of Violation and prepare reports and letters related to the instances of non-compliance.
- Track compliance with the City's Enforcement Response Plan.
- Calculate permitted Non-Compliance Status quarterly for each Categorical Industrial Users.
- Prepare annual publication of Industrial Users that exhibit Significant Non-Compliance status during the previous year.
- Prepare invoices for each non-compliant industry.

### **TASK 3 – Pretreatment Program Additional Services**

From time to time additional activities are requested to be undertaken by the regulating governmental bodies. Currently, the USEPA has not yet completed its audit of the City's pretreatment program which began in 2019. This has largely been a document submittal effort, but the Agency may require both additional information and industrial site visits with representatives of the USEPA, City and REL staff. Efforts associated with the required response will be billed separately.

### **PRETREATMENT PROGRAM FEES**

Task 1 - Our fee for the efforts described in Task 1 is anticipated to be \$100,000 for the twelve-month period beginning May 1, 2024. We will bill monthly for the previous months efforts at our standard hourly rates and for any expenses incurred.

Task 2 – Our fee for the efforts described in Task 2 will be billed under a separate project number at our standard hourly rates as well as for any expenses incurred. These invoices will be segregated to allow the City to use them to obtain reimbursement directly from the non-compliant industry for the associated expenses.

Task 3 – Our fee for the efforts described in Task 3 will be billed monthly for the previous months efforts at our standard hourly rates and for any expenses.

We thank you for this opportunity and look forward to assisting the City of Wood Dale. If this proposal is acceptable, please sign below return one copy to our attention.

If you have any questions or concerns, please do not hesitate to contact us at your convenience.

Very truly yours,  
ROBINSON ENGINEERING, LTD.



Donald S. Lamb  
Project Engineer



Steven G. Zehner P.E LEED-AP  
Senior Project Manager

ACCEPTED: City of Wood Dale, Illinois

By: Annunziato Pulice

Title: Mayor

Date: 5/17/2024



# ROBINSON ENGINEERING, LTD ("REL")

## STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Initial: AR

Date: 5/16/24



Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: A.P.

Date: 5/16/24