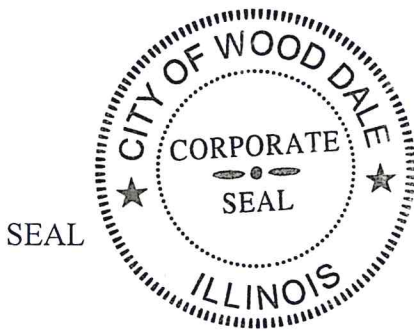


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-20-39 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR THE FY 2021 INFLOW AND INFILTRATION PROJECT IN AN AMOUNT NOT TO EXCEED \$89,500.00**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 18th day of June, 2020.



Lynn Curiale, City Clerk

Resolution #R-20-39

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND RJN GROUP FOR THE FY 2021 INFLOW AND
INFILTRATION PROJECT IN AN AMOUNT NOT TO EXCEED \$89, 500.00**

Passed: June 18, 2020
Published in Pamphlet Form: June 19, 2020

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-20-39

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND RJN GROUP FOR THE FY 2021 INFLOW AND
INFILTRATION PROJECT IN AN AMOUNT NOT TO EXCEED \$89, 500.00**

Passed and approved by the City Council of the City of Wood Dale on June 18, 2020 and hereby published in pamphlet on June 19, 2020.



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-39

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR THE FY 2021 INFLOW AND INFILTRATION PROJECT IN AN AMOUNT NOT TO EXCEED \$89,500.00

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 **Inflow and Infiltration 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.

PASSED this 18th day of June, 2020.

AYES: Alderman Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley, Woods

NAYS: None

ABSENT: R. Wesley

APPROVED this 18th day of June, 2020.

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR
2020-21 SANITARY SEWER REHABILITATION DESIGN AND
CONSTRUCTION OVERSIGHT**

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. Project Designation. The Consultant is retained by the City to perform engineering services in connection with the projects designated "2020-21 Sanitary Sewer Rehabilitation Design and Construction Oversight".
2. Scope of Services. Consultant agrees to perform the services, identified on the proposal attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. 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. Payment. 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 \$89,500.00 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.
- 5. 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. Compliance with laws. 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 from 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. Insurance. 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. Independent Contractor. 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. Discrimination Prohibited. 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. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. 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. Integrated Agreement. 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 18 day of June, 20 20.

City of Wood Dale

RJN Group, Inc.

By Annunzio Pulice
Mayor

By Michael N. Young

Attest/Authenticated:

Lynell Ciriale
City Clerk

May 22, 2020

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

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING – SEWER REHABILITATION
2020 CONSTRUCTION OVERSIGHT AND 2021 DESIGN**

Dear Mr. Lange:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Wood Dale for continuation of the Sanitary Sewer Evaluation Survey (SSES) and Rehabilitation Program.

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 a multi-year rehabilitation phase. The design is being completed under our current contract for the 2020 rehabilitation. This proposal includes construction services for this 2020 rehabilitation and design services for the planned 2021 rehabilitation.

The attached map shows the areas planned for rehabilitation in 2020 and 2021. The rehabilitation includes sewer replacement, point repairs, lateral connection repair and sewer lining. It also includes sewer cleaning and televising in both areas of any sewers that were not recently televised by City staff.

Televising in the 2020 area will be immediately reviewed to determine if additional rehabilitation needs to be completed this year. The construction contract includes additional quantities that are targeted for this currently unknown rehabilitation. The additional televising in the 2021 area will allow us to complete the design for this area prior to construction. We recommend that this process continue so that all televising is completed prior to design in subsequent years.

We estimate that the 2020 rehabilitation will include three weeks of cleaning and televising and six weeks of rehabilitation construction. The total construction contract price for the 2020 rehabilitation is current estimated at approximately \$500,000.

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Mr. Alan Lange
May 22, 2020

SCOPE OF SERVICES

The proposed scope of services for 2020 construction oversight and 2021 sewer rehabilitation design is as follows:

2020 Construction Oversight and Contract Management

1. Pre-Construction Assistance:
 - a. Attend in-person or video conference preconstruction meeting. Prepare and distribute meeting minutes.
 - b. Prepare and distribute the contract documents.
 - 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. Communicate with residents during construction any impacts to sewer and water service, backyard access, and any limitations to access to driveways/property.
3. Provide construction observation for the duration of the project. Since this work is primarily in residential backyards, we will be providing up to 60 hours of part-time observation during sewer cleaning and televising and up to 240 hours of full-time observation during construction.
4. Provide documentation of the construction activities, including maintaining a daily project journal, taking digital photographs of all phases of the project and taking measurements for all quantities installed.
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. RJN will submit weekly project updates to the City.
7. Provide final walkthrough for surface restoration and remaining punch-list items, if necessary.
8. RJN will prepare for the City a set of final construction documents in original ArcGIS and pdf formats. RJN will prepare and provide record drawings from the contractor's as-built plans.
9. Provide a GIS layer update of the rehabbed sewer work at each location.

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10. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
11. If the City receives grant funding for the project, provide services to assist the City procured Grant Administrator with the necessary paperwork. If these services are not required, this item will be used as contingency for additional construction or design services.

2021 Sewer Rehabilitation Design

1. Prepare for and attend a kick-off design meeting or video conference.
2. Review rehabilitation recommendations to confirm work to be completed.
3. We will design up to eight point repairs. 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.
4. 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
5. 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.
6. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
7. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
8. Perform a quality control/quality assurance review on final plans and specifications.
9. 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.

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Mr. Alan Lange
May 22, 2020

10. 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 Village.
11. 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 tab and letter of recommendation
12. Provide project management for the duration of the design project and attend up to two in-person meetings or video conferences with Village staff.

SCHEDULE

The Construction schedule for this project will be set by the Contractor in compliance with the Contract Documents.

The design is targeted for bidding in April or May 2021. The 90% documents will be submitted by March 12, 2021. The final bid package will be provided to the Village within 2 weeks of Village comment.

ITEMS REQUESTED FROM VILLAGE

1. Village Front End Contract and Proposal Documents in MS Word format.
2. Village 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. If the City receives grant funding, procure the services of a licensed Grant Administrator to manage the funding process.

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PROPOSED FEE

The proposed scope of services will be invoiced on a time and material basis using the rate schedule below with a not-to-exceed overall billing of \$89,500. The Grant Program Assistance will be used as contingency if these services are not required. The summary of estimated fee per task is as follows:

Task	Total Cost
Construction	
Pre-Construction Assistance	\$ 2,700
Construction Observation (300 hours)	\$ 37,500
Construction Contract Management	\$ 6,500
As-Builts and GIS Updates	\$ 1,800
Grant Program Assistance	\$ 3,000
Construction Subtotal	\$ 51,500
Design	
Rehab Design Review and Planning	\$ 5,800
Contract Plans and Exhibits	\$ 14,800
Contract Specifications	\$ 6,400
Cost Opinions and Bid Tab	\$ 2,500
Bidding Services	\$ 3,700
Design Subtotal	\$ 33,200
Project Management	\$ 4,800
TOTAL	\$ 89,500

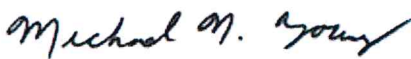
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	Classification	2020 Rates*
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$170.00
SPE	Senior Project Engineer	\$140.00
PE	Project Engineer	\$125.00
CM	Construction Manager	\$140.00
CO	Construction Observer	\$120.00
DG	Data Group	\$110.00
ET	Engineering Technician	\$110.00
SGIS	Senior GIS Technician	\$110.00
GIS	GIS Technician	\$100.00
DT	Data Technician	\$80.00
FM	Field Manager	\$90.00
FT	Field Technician	\$75.00
CL	Clerical	\$75.00
<i>*Rates good through 4/30/2021. After that date rates may be subject to a 3% annual increase.</i>		

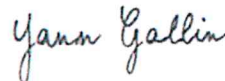
It is our pleasure to submit this proposal to the City of Wood Dale. Please feel free to contact Mike at (630) 808-3566 if you would like to discuss this proposal in detail. We are looking forward to the opportunity to continue working with the City on this important program.

Sincerely,

RJN Group, Inc.



Michael N. Young, P.E.
 Senior Vice President



Yann Gallin
 Project Manager