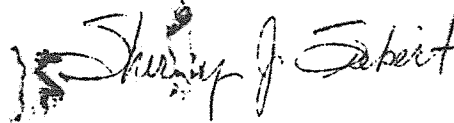


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, 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-18-44 A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR A CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE PLAN (CMOM) IN AN AMOUNT NOT TO EXCEED \$23,700

To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 19TH day of July, 2018.



Shirley J. Siebert, City Clerk
City of Wood Dale
DuPage County, Illinois

SEAL



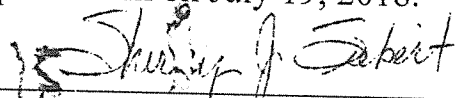
Resolution #R-18-44

A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR A CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE PLAN (CMOM) IN AN AMOUNT NOT TO EXCEED \$23,700

Passed: July 19, 2018
Approved: July 19, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of #R-18-44 A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR A CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE PLAN (CMOM) IN AN AMOUNT NOT TO EXCEED \$23,700

passed and approved by the by the City Council of the City of Wood Dale on July 19, 2018 and hereby published in pamphlet form on July 19, 2018.



Shirley J. Siebert
City Clerk

SEAL



RESOLUTION NO. R-18-44

A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR A CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE PLAN (CMOM) IN AN AMOUNT NOT TO EXCEED \$23,700

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; 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 Robinson Engineering for a Capacity, Management, Operations, and Maintenance Plan (CMOM); 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 19th day of July, 2018

AYES: 4

NAYS: R. Westey

ABSENT: Messina

APPROVED this 19th day of July, 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert
Shirley J. Siebert, City Clerk



Steven G. Zehner, PE
Direct Line: (815) 412-2011
Email: szehner@reltd.com

May 9, 2018

City of Wood Dale
404 North Wood Dale Road
Wood Dale, Illinois 60191

Attn: Mr. Matthew R. York, Public Works Director

RE: Proposal for Professional Engineering Services
Capacity, Management, Operations, and Maintenance Plan

Dear Mr. York:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Capacity, Management, Operations, and Maintenance Plan for the City's wastewater system. REL appreciates this opportunity to participate in this important project for the City of Wood Dale. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

When the IEPA reissued the NPDES permit for the City's wastewater treatment plant in December 2016 the permit included Special Condition 17, which is a requirement to develop, implement, and submit a Capacity, Management, Operations, and Maintenance (CMOM) Plan to the IEPA within twenty-four (24) months of the effective date of the renewed NPDES permit. Therefore, the purpose of this project is to complete the CMOM Plan for the City. The City will then be able to submit this plan to the IEPA by December 2018 to comply with the reissued NPDES permit requirement.

2. SCOPE OF SERVICES

The CMOM will consist of the following elements as required by the NPDES permit:

- 1. Measures and Activities
 - a. Provide a complete map and system inventory for the collection system.
 - b. Identify the organization structure; budgeting; training of personnel; legal authorities; schedules for maintenance, sewer system cleaning, and preventative rehabilitation; checklists, and mechanisms to ensure that preventative maintenance is performed on

Attachment: Robinson - CMOM (2416 : CMOM Plan)

- equipment.
- c. Provide the City with information and recommendations for reporting and responding procedures for emergency maintenance.
 - d. Identify and describe critical components of the collection and treatment system.
 - e. Identify and describe any critical junctions and locations where overflows and backups occur or are likely to occur.
 - f. Summarize and prioritize structural deficiencies in the system.
 - g. Provide information and recommendations to document system control procedures, scheduled inspections, and testing.
2. Design and Performance Provisions
 - a. Provide information and recommendations to monitor the effectiveness of CMOM.
 - b. Provide information and recommendations to upgrade the elements of the CMOM plan as necessary.
 - c. Provide information and recommendations to summarize CMOM activities.
 3. Overflow Response Plan
 - a. Assist City to identify where overflows and back-ups within the facilities occur.
 - b. Provide recommendations to respond to each overflow or back-up to determine additional actions needed.
 - c. Provide recommendations to evaluate locations where basement back-ups and/or sanitary sewer overflows occur for excessive inflow/infiltration, obstructions or other causes of overflows or back-ups.
 4. System Evaluation Plan
 - a. Summarize existing SSO and excessive I/I area in the system and sources of contribution.
 - b. Evaluate plans to reduce I/I and eliminate SSOs.
 - c. Summarize special provisions for pump stations and force mains and other unique system components.
 - d. Summarize construction plans and schedules for correction.
 5. Reporting and Monitoring Requirements
 - a. Summarize program for SSO detection and reporting.
 - b. Summarize program for tracking and reporting basement back-ups, including general public complaints.
 6. Third Party Notice Plan
 - a. Summarize how, under various flow scenarios, the public, as well as other entities, would be notified of overflows that may endanger public health, safety, or welfare.
 - b. Summarize overflows that would be reported, giving consideration to various types of events including events with potential widespread impacts.
 - c. Summarize who shall receive the notification.
 - d. Summarize the specific information that would be reported including actions that will be

- taken to respond to the overflow.
- e. Summarize the lines of communication.
- f. Summarize identities and contact information of responsible POTW officials and local, county, and/or state level officials.

3. PAYMENT TERMS

For the above scope of services REL proposes a lump sum fee of \$23,700. This fee is based on our understanding of the project and experience with similar projects.

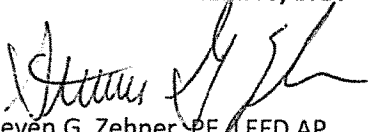
4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2011 or email me at zehner@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Steven G. Zehner, PE / LEED AP
Senior Project Manager
SGZ/vh

\\corp.reltd.com\dfs-root\$\rel-users\ruscko\proposal\wood_dale_p_study_proposal\cmom proposal.docx

ACCEPTED AND APPROVED:

By: Annunziato Pulice
Signature

Title: MAYOR

Date: _____

Attachment: Robinson - CMOM (2416 : CMOM Plan)

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.

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.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since 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 shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

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.

ENVIROMENTAL 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.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions or programs in connection with the contractors' work, nor for any failure of a contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provide coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

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.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, 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 the Project.

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 an 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 limitation 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 a 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 a 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.

Attachment: Robinson - CMOM (2416 : CMOM Plan)

Client's Initial: A.P.

Date: _____



Municipal Expertise. Community Commitment.

Steven G. Zehner, PE
 Direct Line: (815) 412-2011
 Email: szehner@reltd.com

May 9, 2018

City of Wood Dale
 404 North Wood Dale Road
 Wood Dale, Illinois 60191

Attn: Mr. Matthew R. York, Public Works Director

RE: Proposal for Professional Engineering Services
 Capacity, Management, Operations, and Maintenance Plan

Dear Mr. York:

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- equipment.
 - c. Provide the City with information and recommendations for reporting and responding procedures for emergency maintenance.
 - d. Identify and describe critical components of the collection and treatment system.
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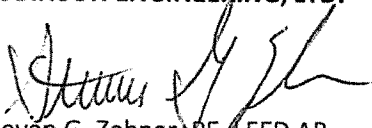
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Very truly yours,

ROBINSON ENGINEERING, LTD.



Steven G. Zehner, PE, LEED AP
Senior Project Manager
SGZ/vh

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ACCEPTED AND APPROVED:

By: Annunziato Pulice
Signature

Title: MAYOR

Date: _____

Attachment: Robinson - CMOM (2416 : CMOM Plan)

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").

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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.

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Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

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REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

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.

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RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions or programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provide coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

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.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, 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 the Project.

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 an 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 the 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 limitation 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 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 a 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 a 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.

Client's Initial: A.P.

Date: _____

Attachment: Robinson - CMOM (2416 : CMOM Plan)