

RESOLUTION R-39-08

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES AGREEMENT
FOR THE 2008 SANITARY SEWER EVALUATION STUDY**

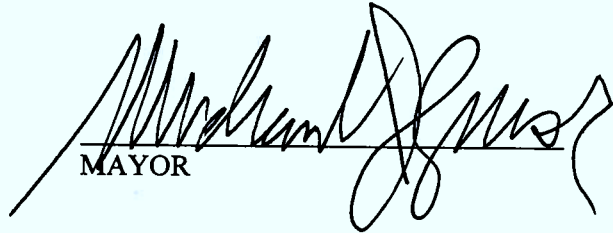
WHEREAS, the City of Wheaton, DuPage County, Illinois, is desirous of performing sanitary sewer investigations for the purpose of identifying sources of stormwater inflow and infiltration to the City's sanitary sewer system; and

WHEREAS, the engineering consultant, RJN Group, Inc. of Wheaton, Illinois, has submitted an engineering services proposal to perform a sanitary sewer evaluation study including smoke testing, flow monitoring, and building inspections; and

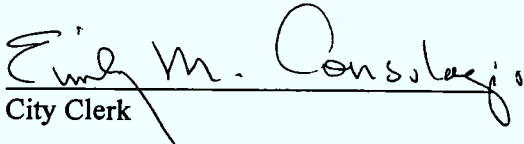
WHEREAS, it is necessary for the City to enter into an agreement for the sanitary sewer evaluation study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and RJN Group, Inc. of Wheaton, Illinois, for the 2008 Sanitary Sewer Evaluation Study.

ADOPTED this 16th day of June, 2008.


MAYOR

ATTEST:


City Clerk

ROLL CALL VOTE

Ayes: Councilman Johnson
Councilman Levine
Mayor Gresk
Councilman Mouhelis
Councilman Prendiville

Nays: None

Absent: Councilwoman Corry
Councilman Suess

Motion Carried Unanimously

Passed: June 16, 2008
Published: June 17, 2008

**Agreement Between the City of Wheaton, Illinois
and RJN Group, Inc.
for 2008 Sanitary Sewer Evaluation Study**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and RJN Group, Inc. ("Consultant"), 200 West Front Street, Wheaton, IL 60187.

WITNESSETH:

Whereas, the City has determined that it is necessary to obtain the services of a professional engineering consultant to perform a sanitary sewer evaluation study (SSES) for the purpose of identifying stormwater inflow and infiltration to the City's sanitary sewer system; and

Whereas, the City has previously engaged the Consultant for similar sanitary sewer evaluation studies; and

Whereas, the Consultant did submit a proposal to the City for the work specified, which is attached hereto and incorporated herein as Exhibit A; and

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. *Scope of Services.* The Consultant shall furnish all labor, materials, and equipment to provide the City of Wheaton with the sanitary sewer evaluation services as described in this Agreement and attached Exhibit A. The Consultant represents and warrants that it shall perform the services in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.

2. *Compensation.* The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit A.

3. *Additional Services.* The Consultant shall provide only those goods and perform only those services specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional goods and/or services are required to complete the project, such additional goods shall not be provided and/or such additional services shall not be performed unless directed in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

4. *Hold Harmless and Indemnification.* The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

- a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Consultant's services; or
- b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

5. *Insurance.* The Consultant and each of its agents, subcontractors, and consultants hired to perform any services provided for herein shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the services referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
- b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.
- c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.
- d) Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

6. *Compliance with Laws.* The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.

7. *Termination of Contract.* If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

8. *Discrimination Prohibited.* The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

9. *Status of Independent Consultant.* Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of duties under this agreement. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

10. *Assignment; Successors and Assigns.* This Agreement may not be assigned by either of the parties hereto without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. *Recovery of Costs.* In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

12. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant:
RJN Group, Inc.
Attn: Michael Young
200 West Front Street
Wheaton, IL 60187

If to the City:
City of Wheaton
Attn: Director of Engineering
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

13. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

14. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

15. *Non-disclosure.* During the course of the work specified in this Agreement, Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose such information to any third party without the express written consent of the City.

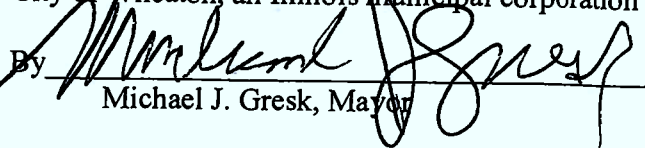
16. *Severability.* If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

17. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules.

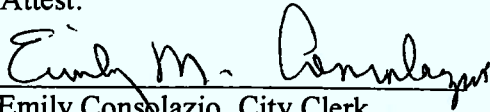
18. *Validity.* In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 16th day of June 2008.

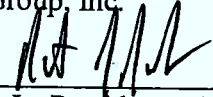
City of Wheaton, an Illinois municipal corporation

By 
Michael J. Gresk, Mayor

Attest:


Emily Consolazio, City Clerk

RJN Group, Inc.

By  ROBERT J JANISKA
Its President ~~CHIEF OPERATING OFFICER~~

Attest:

, Principal

June 9, 2008

Mr. Paul G. Redman, P.E.
City Engineer
City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187

Subject: 2008 Basins 6D & 6E Pilot Sanitary Sewer Evaluation Study
Proposal

Dear Mr. Redman:

We are pleased to submit this proposal for performing a sanitary sewer evaluation study (SSES) of the portions of Basins 6D and 6E, located in the eastern part of Wheaton. The City has identified the need to use these basins as a pilot area to determine the sources of excess inflow and infiltration (I/I) in this area. This study will include flow and rain data analysis, smoke testing, building inspection and dye testing. The data gathered by these techniques will be evaluated to prioritize the identified defects and recommend rehabilitation in the area to reduce I/I.

This proposal is based on interviews with City staff, an examination of City maps of the sanitary sewer system in Basins 6D and 6E, and RJN's experience on similar projects in the region.

Flow Analysis

RJN proposes to analyze the data from the City's six meters, the Blockhouse pump station and rain gauge, and the Lorraine and Eaton pump station. This data will be gathered by the City and provided to RJN every 2 weeks. The rain data and flow meter data will be taken at 15 minute intervals. Analysis of the data will include dry weather flow assessment, determination of measured inflow and associated peaking factors as it relates to recorded storm events, and determination of inflow and infiltration in the Basins.

Smoke Testing

RJN also proposes to smoke test 20,000 linear feet of sanitary sewer upstream of the Blockhouse pump station to identify likely sources of excessive I/I in this portion of the sanitary sewer system. Approximately 75% of the segments in this area are located in back yards. Smoke testing of segments in the street will be conducted using a dual blower testing technique on each individual segment. If the segment is less than 100 feet long two segments may be tested together. Segments in the back yards will be approached as

Mr. Paul G. Redman, P.E.

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clusters, with 3 blowers used to fill a "T" section of multiple segments, to minimize access to resident's back yards. Because of the large number of back yard segments, the City of Wheaton has agreed to provide two City staff to work with the RJN crew.

Prior to conducting the smoke testing, a public relations approach will be established with City staff that will involve the distribution of door hangers a couple of days prior to testing. Additional information can be provided to the City, if deemed necessary, for public information in the City's local newspaper, newsletter, and/or web site. The City of Wheaton Fire Department and Police Department, as well as any other agencies requested by the City, will be kept aware of our location throughout the smoke testing process.

Building Inspection

In addition RJN proposes to perform building inspections in Basins 6D and 6E. These inspections are anticipated to start in June and to be performed through about October 2008. The building inspection work will be conducted on residential buildings in the two basins. The City has provided both hard copy and GIS maps of the areas to be investigated. A summary is as follows:

Lorraine & Eaton Townhomes	(6D)	120
Blockhouse area	(6E)	430
		<hr/>
		550

Building inspection will identify sources of I/I, where possible, from both inside and outside the buildings. We expect to provide a crew consisting two inspectors (for safety reasons and comfort level of the residents). Based on our experience, the goal for this project is to take what has proven to be a cost effective approach for identifying defects without using excessive labor to achieve a reasonable level of information, knowing that each area can vary. The basic scope of work is as follows:

1. Develop letters of introduction on City letterhead for RJN inspection crews to hand out as needed. We expect to use letters similar to the ones used in the past. The letter of introduction will be reviewed with City Staff and modified as deemed necessary.
2. Conduct internal inspection of homes within the proposed area utilizing a two (2) person inspection crew:
 - a. Inspectors will carry photo identification badges.

- b. Inspections will generally be conducted on Monday through Friday from 9 am to 6 pm and Saturday from 10 am to 3 pm.
 - c. Up to three attempts will be made to gain entry and complete the inspections. A daily record of the number of inspections completed, attempted entries, and refused entries will be maintained on a master list. Completed inspection forms will be reviewed for completeness and recorded on a weekly production summary. Buildings on slabs which do not require any further inspection will normally be recorded as slab buildings during the first inspection pass.
 - d. If after two passes we have been unsuccessful in entering buildings, the third attempt will involve arranging appointments. If occupants can not be contacted, do not respond, or refuse to allow entry, then no further attempts will be made. It is expected that some buildings (about 5 percent) will have refused entries.
3. As inspections are completed, the data will be entered into a field laptop containing the GBA database. This laptop is to be provided to RJN by the City for use during the project.

Dye Testing

The status of homes that are identified as suspect from either smoke testing or building inspection will be resolved using dye testing coordinated with the City of Wheaton. One RJN employee will accompany City employees to the homes to be tested. The City will be responsible for contacting the homeowner and depositing the dye. RJN will be responsible for providing the list of homes to be dye tested, and documenting the results, including any sketches indicating positive sources.

Deliverables

RJN will provide the City with the data gathered in an electronic format. This includes all inspection data, pdfs of all field paperwork, GIS maps and all field photos. A letter report will be prepared and submitted to the City, along with the electronic data, for review and comment.

A final version of the letter report, incorporating comments, and any additional electronic data, will be delivered to the City along with the City laptop containing all the building inspection data and dye testing results.

Mr. Paul G. Redman, P.E.
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This work will be billed on a time and material basis using the enclosed fee schedule with a not-to-exceed maximum billing of \$119,089. Please feel free to call if you have any questions.

Very Truly Yours,
RJN Group, Inc.



Michael Young, P.E.
Branch Manager

Enclosure

cc: Karol Giokas
Mike Jankovic

City of Wheaton
 2008 Sanitary Sewer Evaluation Program
 Basin 6D and 6E - Flow Meter Analysis, Smoke Testing, Building Inspection and Dye Testing
 Breakdown of Engineer Service Fees

Task No.	Task Description	150 PD	115 PM	90 EN	75 GIS/ET	60 FT	45 BI	55 CL	Total Hours	Total Cost
Project Meetings/Management 1000 Series										
1001	Project Setup		4						4	\$460
1002	Project Management/Meetings with City	8	40						48	\$5,800
Field Work and Data Review										
2001	Pump Station Data Review	2	10	20					32	\$3,250
2002	Flow Meter Data Review - 6 meters/ data biweekly		4	16					20	\$1,800
2003	Flow Meter Data Analysis	2	8	16					26	\$2,000
3001	Public Relations, Letters and Door Hangers		12			16		2	30	\$2,450
3002	Smoke Testing (20,000 linear feet)	1	16		80	160			257	\$17,590
4001	Building Inspection (550 buildings)	1	40		12	375	375	10	813	\$45,575
4002	Dyed Water Flood Testing (25% of buildings @ 1 hour)	1	20		8	140			169	\$11,450
4003	Input Data into GBA and Deliver Database to City		16					140	156	\$9,540
Data Analysis and Reports										
5001	Compilation and Prioritization of Defects for Rehabilitation		12	16	24			4	56	\$4,840
5002	Electronic Deliverables		12	12	24				48	\$4,260
5003	Draft Letter Report	4	24	12	4			4	48	\$4,960
5004	Final Letter Report	1	8	4	2			2	17	\$1,690
Labor Subtotal		20	226	96	154	691	375	162	1,724	\$116,425

Direct Expenses

9901	Mileage (75 trips of 10 miles/trip @\$0.505/mile)	\$379
9902	Smoke Testing Field Supplies	\$1,800
9902	Phone	\$75
9903	Printing (letters, door hangers and report)	\$400
9904	Shipping	\$10
Direct Expenses Subtotal		\$2,664

Total Cost \$119,089

PD Project Director
 PM Project Manager
 EN Engineer
 GIS/ET GIS/Engineering Technician
 FT Field Technician
 BI Building Inspector
 CL Clerical