

RESOLUTION R-05-11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT FOR THE BASIN 4 SANITARY SEWER SYSTEM REHABILITATION PROGRAM

WHEREAS, the City of Wheaton, DuPage County, Illinois, is desirous of performing sanitary sewer rehabilitation in Basin 4 of the City's sanitary sewer system as part of the Sanitary Sewer Capacity Assurance Capital Improvement Plan; and

WHEREAS, the engineering consultant, RJN Group, Inc. of Wheaton, Illinois, has submitted an engineering services proposal to perform sanitary sewer investigation and rehabilitation recommendations for the project; and

WHEREAS, it is necessary for the City to enter into an agreement for the engineering services.

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 Basin 4 Sanitary Sewer System Rehabilitation Program.

ADOPTED this 22nd day of February, 2011.



MAYOR

ATTEST:



Aaron Bennett Hagen
City Clerk

ROLL CALL VOTE

Ayes:	Councilman Prendiville Councilman Scalzo Councilwoman Corry Councilman Levine Councilman Mouhelis Mayor Gresk
Nays:	None
Absent:	Councilman Suess

Motion Carried Unanimously

February 25, 2011

Alan J. Hollenbeck, P.E.
RJN GROUP, INC
200 West Front Street
Wheaton, IL 60187

RE: Basin 4 Sanitary Sewer System Rehabilitation Program Contract # C 36378

Dear Alan,

It is the City of Wheaton's intention to honor your proposal dated January 25, 2011 (attached Exhibit A) and enter into a contractual agreement with your company for the work specified. This letter serves as authorization of contract # **C 36378** for said agreement. All future documentation, including invoices, must reference this contract by number. Attached are two (2) originals of this contract.

Please sign BOTH ORIGINAL contracts and return:

- ONE original signed contract (The other original is for your records.)
- Use Of Agents, Subcontractors Or Consultants (attached page 2 of this letter)
- W-9 Request for Taxpayer Identification Number and Certification (attached page 3 of this letter)
- Certificates of Insurance for Contractor and each Sub-Contractor (coverage as specified)
- Performance Bond; Maintenance Bond

Do not send documents separately. All documents must be submitted together in the enclosed envelope.

Upon receipt of said documentation, I will contact Paul Redman to initiate the delivery of the services specified in your attached proposal. Mr. Redman will be coordinating this project.

Sincerely,

Joan M. Schouten, MBA CPIM CPPB
Purchasing Officer

*Enclosures: Letters of Agreement (two signed copies)
Exhibit A: Contractor's Submitted Proposal
Use Of Agents, Subcontractors Or Consultants
W-9 Request for Taxpayer Identification Number and Certification
Return envelope*

**Agreement Between the City of Wheaton, Illinois
and RJD Group, Inc.
for Basin 4 Sanitary Sewer System Rehabilitation Program**

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 RJD Group, Inc. ("Consultant"), 200 West Front Street, Wheaton, Illinois, 60187.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a consultant to provide engineering services for a individual basin sanitary sewer system rehabilitation program for the investigation and rehabilitation of the City sanitary sewer system; and

Whereas, the City has solicited a Request for Proposal for the Work; and

Whereas, the Consultant submitted a proposal to the City for the Work, which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City finds the proposal submitted by the Consultant meets the City's service requirements for the Work.

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 Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Consultant shall furnish all labor, materials, and equipment to provide and perform the Work. The Consultant represents and warrants that it shall perform the Work 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. Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor. It shall be in effect for three (3) years from the date of signature and shall be subject for renewal if Consultant maintains or reduces costs.
- 4. Additional Services.** The Consultant shall provide only the Work 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 Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized 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.

5. ***Other Entity Use.*** The Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Contractor and the other municipality or governmental agency.
6. ***Hold Harmless and Indemnification.*** The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part 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.
7. ***Insurance.*** The Consultant and each of its agents, subcontractors, and consultants hired to perform the Work 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 Work. 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.

8. ***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.
9. ***Freedom of Information Act:*** The Contractor shall, within twenty four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement.
10. ***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.
11. ***Cancellation for Unappropriated Funds:*** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
12. ***Default.*** In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
13. ***Patents:*** The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copywrited material that form a part of the Work covered by the contract.
14. ***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.
15. ***Status of Independent Consultant.*** Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of the Work. 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.

16. Assignment; Successors and Assigns. Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation 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.

17. 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.

18. Waivers of Lien: The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.

19. 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.

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

If to the Consultant:	If to the City:
RJN Group, Inc.	City of Wheaton
Attn: Alan J. Hollenbeck	Attn: City Clerk
200 West Front Street	303 W. Wesley Street, Box 727
Wheaton, IL 60187	Wheaton, IL 60189-727

21. 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. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.

22. Non-disclosure. During the course of the Work s, 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 or disseminate such information to any third party without the express written consent of the City.

23. 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.

24. Force Majeure. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

25. 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. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

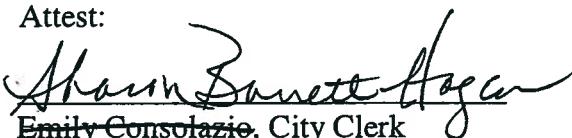
26. Validity. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 23rd day of February, 2011.

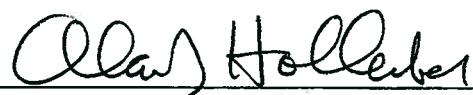
City of Wheaton, an Illinois municipal corporation

By 
Michael J. Gresk, Mayor

Attest:


Emily Consolazio, City Clerk
Sharon Barnett-Hagen

RJN Group, Inc.

By 
Alan J. Hollenbeck, P.E., President/CEO

Attest:



January 25, 2011

Mr. Paul G. Redman, P.E.
Director of Engineering
City of Wheaton
Department of Engineering
303 W. Wesley Street
PO Box 727
Wheaton, Illinois 60187-0727

Subject: Proposal for Engineering Services - - Basin 4 Sanitary Sewer System
Rehabilitation Program

Dear Paul:

We have attached the following documents for Engineering Services related to the Basin 4 Sanitary Sewer System Rehabilitation Program:

- Executive Summary
- Scope of Services
- Engineering Costs
- Project Schedule

We look forward to working with you and your staff on this important project. Please do not hesitate to give me a call if you need any additional information.

Very truly yours;

RJN GROUP, INC.



Alan J. Hollenbeck, P.E.
President/CEO

Executive Summary

City of Wheaton Basin 4 Sanitary Sewer System Rehabilitation Program

Background

The Basin 4 Sanitary Sewer System Rehabilitation Program was developed based in part on the following key parameters:

- Basin 4 has known sanitary sewer overflows
- Basin 4 is representative of typical sewers in city (Pipe age and material, and type of homes/development)
- Anticipation of future scrutiny of City of Wheaton wet weather flows/sanitary sewer overflows by Illinois Environmental Protection Agency (IEPA) and/or the Wheaton Sanitary District (WSD)
- August 2006 Wet Weather Facility Plan recommended sewer system investigation and rehabilitation be performed in this basin
- August 2006 Wet Weather Facility Plan recommended parallel relief and replacement sewers in this basin with a current estimated cost of over \$4 Million
- Significant public sector investigation (Smoke testing) and rehabilitation (Lining and manhole rehabilitation) and private sector home inspection already completed
- Basin 4 is immediately upstream of new WSD Southside Interceptor Sewer

Objectives of Basin 4 Sanitary Sewer Rehabilitation Program

The Basin 4 Sanitary Sewer Rehabilitation program was designed to achieve the following objectives:

- Serve as a “Template” for the investigation and rehabilitation of the balance of the sewer system
 - Determine rehabilitation costs and effective public and private sector rehabilitation procedures to apply to the balance of the sewer system
 - Provide measurable evidence of substantive results in reduction of wet weather flow and sewer overflows in advance of any IEPA and/or WSD action
- Complete this sanitary sewer rehabilitation project before investing in over \$4 Million in relief sewers that would otherwise have to be designed based on assumptions for achievable wet weather flow reduction
- Take Basin 4 from investigation to rehabilitation and post rehabilitation flow monitoring by Spring 2012

Basis for Selection of Basin 4 as Sanitary Sewer Rehabilitation Area:

Basin 4 was selected based on discussions with City staff for the following reasons:

- August 2006 Wet Weather Facility Plan recommended sewer system investigation and rehabilitation be performed in this basin
- Hydraulically isolated - no basins upstream of Basin 4
- Typical of balance of sanitary sewer system
- Significant public sector investigation (Smoke Testing) already completed
- Significant public sector rehabilitation already completed
- Significant private sector inspections already completed
- Total main sewer footage in Basin 4 (113,000 LF) is 18% of total system- adequate for projecting to balance of system

RJN Group Expertise and Role

As specialists in sanitary sewer investigation and rehabilitation, RJN Group provides the following benefits to the City of Wheaton for this project:

- Local and national expertise in investigation/rehabilitation of sanitary sewer systems
- Existing working relationships with City Staff
- Existing working relationships with WSD and IEPA
- City of Wheaton office- efficient for City staff and for the project

RJN's Role on this project is designed to accomplish the following:

- Avoid short term enforcement driven program under IEPA and/or WSD control
- Early results that can be programmed into subsequent work in the balance of the system
- Project Management approach that limits time requirements for city Engineering and Public Works Department staff to review of key decisions and recommendations

Attachment A

Basin 4 Sanitary Sewer System Rehabilitation Program
Scope of Services

The scope of services is designed to meet the following objectives:

- Serve as a "Template" for the investigation and rehabilitation of the balance of the sewer system
 - Determine rehabilitation costs and effective public and private sector rehabilitation procedures to apply to the balance of the sewer system
 - Provide evidence of substantive results in reduction of wet weather flow and sewer overflows in advance of any Illinois Environmental Protection Agency (IEPA) and/or Wheaton sanitary District (WSD) action
- Complete this focused rehabilitation project before investing in relief or parallel sewers that would otherwise have to be designed based on assumptions for achievable wet weather flow reduction
- Take Basin 4 from investigation through rehabilitation and post rehabilitation flow monitoring by Spring 2012

1.0 Project Administration

RJN will provide project administration throughout the duration of the services. Project Administration activities will include the following:

- 1.1 Conduct quarterly milestone/status meetings with City Staff, provide agenda and meeting minutes
- 1.2 Prepare detailed project schedule and update as required
- 1.3 Present Basin 4 system recommendations (From Task 5) for public and private sector rehabilitation to City Council or designated Committee
- 1.4 Present Final Report/System wide Plan (From Task 8) to City Council or designated Committee

2.0 Compile Existing Data

RJN will review and assemble pertinent data for Basin 4 from existing data sources in the City. This will include the following:

- Reports
 - o Wet Weather Facility Plan (Black & Veatch)
 - Provide updated estimate of Appendix D Basin 4 sanitary relief sewer and parallel sewer construction costs for Basin 4 based on current local conditions
 - o Smoke Testing Basin 4 (RJN)
 - o Basin 4-02 Hydraulic Study (Bollinger Lach)
 - o Indiana Street Siphon Study (RJN)

- Final Wheaton Sanitary District South Side Interceptor Plans
- City Rehabilitation/source removal status-Including sewer main lining, manhole lining (partial/full), private sector disconnection
- Existing Sub Basin flow data from Spring 2010
- City ordinances/procedures- review existing ordinance related to private property sources of infiltration/inflow and provide recommendations for modifications
- Storm water flooding survey of residents
- Existing TV records
- Basement backup data, Overflow data
- GIS data
- GBA data

3.0 Flow Metering

3.1 Temporary Flow Monitoring

The City will install, calibrate and maintain 9 flow meters within the Basin 4 for 12 weeks during Spring, 2011 and again in Spring 2012. RJD will perform the following services related to the temporary flow monitoring:

- Recommend locations for temporary meters
- Participate in installation of temporary meters
- Analyze flow data and rainfall data provided by City including rainfall data from adjacent rainfall gauges as required
- Determine dry weather base flow and high groundwater infiltration rates
- Determine peak wet weather flow rates in relation to storm intensity
- Rank Sub-Basins by unit wet weather flow rates

3.2 Long Term Flow Monitoring

Long term flow monitoring will be used to monitor the ongoing reduction in wet weather flows in Basin 4 both before and after public and private sector sewer system rehabilitation in addition to monitoring ongoing sewer system wet weather flow response downstream of Basin 4 near Manhole 4A7 or 4A8. The City will install, calibrate and maintain the long term flow meter. RJD will provide the following services related to the long term monitoring:

- Recommend final location for long term meter
- Recommend technology for new flow meter with data telemetry and online data management
- Procure recommended meters/data telemetry/data management equipment
- Participate in installation of long term meter
- Analyze flow data and rainfall data including rainfall data from adjacent rainfall gauges as required

4.0 Field Investigations

Field investigations will be performed to identify sources of public and private sector infiltration/inflow not identified in previous work. Services will include:

4.1 Selective Manhole Inspection

Manholes in the Basin 4 have been rehabilitated using multiple rehabilitation technologies. RJD services related to selective manhole inspections will include the following:

- Select sample of 40 manholes for follow-up inspection of the total of 447 Manholes in the Basin
- Conduct surface manhole inspection to determine existing manhole conditions and condition of any prior rehabilitation work in the manhole
- Prepare Technical Memorandum summarizing results of inspections

4.2 Smoke Testing

Complete the smoke testing of the approximately 5,000 linear feet of testing in the basin that has not previously been completed.

- Distribute door hangers prior to smoke testing
- Conduct dual blower testing
- Prepare Technical Memorandum summarizing results of inspections

4.3 Building Inspection

Approximately 700 of the total of 2,175 buildings in the Basin 4 have already been inspected. RJD services will include:

- Assembly of press releases for local papers, City Newsletter and mailing to all homes to be inspected
- Inspection of sample of 300 of the remaining 1,475 uninspected buildings in the Basin 4 by appointment, based on Spring 2011 flow metering data, prior rehabilitation work and private sector inspection data.
- Preparation of a Technical Memorandum summarizing results of inspections including list of homes for City follow-up due to refused entry or failure to schedule an inspection appointment.

4.4 Selective dyed water flooding

Smoke testing will have been performed for the entire Basin 4. Selective "Blind" dye flooding would be conducted to identify potential storm sewer/sanitary sewer cross connections that did not result in smoke appearing during the smoke testing program. RJD services related to the dyed water flooding will include:

- Identification of approximately 10 suspect storm sewer or storm ditch crossings over sanitary sewers as candidates for dye flooding
- Observation of dyed water flooding conducted by City staff

- Preparation of a Technical Memorandum summarizing results of inspections including recommendations for follow-up television inspection with concurrent dye water flooding

4.5 Main Line Television Inspection

Main line television inspection will be conducted by the City of Wheaton Sewer Division staff utilizing City equipment. All mainline sewers not already lined (Approximately 35,000 linear feet) in Basin 4 will be televised along with a sample of mainline sewers already lined. RJP services will include:

- Identification of a sample of 10 line segments of main line sewers that have been CIPP lined for television inspection during high groundwater conditions to investigate any remaining infiltration/inflow from service laterals entering the main sewer or manhole pipe seals
- Review of digital television inspection records provided for above work by the City
- Prepare Technical Memorandum summarizing results of inspections

4.6 Selective Service Lateral Television Inspection

Selective service lateral television inspection will be conducted by an RJP Subcontractor. RJP Services related to the service lateral television inspection will include:

- Select a sample of approximately 100 service laterals concentrated in a Basin 4 Sub-basin based on Spring 2011 flow metering data, prior rehabilitation work and private sector inspection data. Laterals will be either televised from the main, the cleanout or from within the home.
- Coordination of Service Lateral Television Inspection Subcontractor
- Review of television inspection records provided by Lateral Television Inspection Subcontractor
- Prepare Technical Memorandum summarizing results of inspections

5.0 Hydraulic Modeling

RJP will conduct hydraulic modeling of all sewers in Basin 4 to determine overloaded sanitary sewer main locations under the 10-Year 24-Hour and One Hour Design Storm conditions. Services will include:

- 5.1 Develop Basin 4 Model. City to provide manhole rim and invert elevations based on existing data or new survey grade manhole rim GPS elevations
- 5.2 Calibrate model with dry and wet weather storm flow monitoring data
- 5.3 Conduct hydraulic modeling under existing conditions, and after public and private sector recommended rehabilitation

5.4 Determine relief/parallel sewer requirements and estimated construction costs under exiting conditions and after public and private sector recommended rehabilitation

6.0 System Recommendations Report

RJN will provide the City with a summary of the existing data review, flow metering results and field inspection findings along with recommendations for public and private sector rehabilitation in a Basin 4 Systems Recommendation report. This report will include:

- Executive Summary of recommendations
- Summary of all field investigation results
- Balancing of flow monitoring data and Infiltration/Inflow quantified source data
- Recommended plan for public and private sector rehabilitation including modifications to existing ordinances
- Hydraulic modeling results of Basin 4- before and after proposed public and private sector rehabilitation
- Updated implementation Schedule for public and private sector rehabilitation

7.0 Rehabilitation Design Coordination

7.1 Public Sector Rehabilitation Coordination

RJN will coordinate with Insiuform and City of Wheaton Sewer Division staff on the rehabilitation of public sector sewers including CIPP Lining, point repairs and manhole rehabilitation. Services will include:

- Coordinate recommendations for main sewer CIPP lining with existing CIPP lining contract.
- Coordinate recommendations for manhole rehabilitation and shallow depth point repairs (less than 10 feet) to be completed by City of Wheaton Sewer Division staff
- Coordination of deep point repairs or full depth manhole rehabilitation contractors

7.2 Private Sector Rehabilitation Design Coordination

RJN will prepare specifications for rehabilitation of private sector service laterals as recommended in the System Recommendations report. Services will include:

- Prepare service lateral rehabilitation specifications (Assuming 50 Locations)
- Review 70 percent specification documents with City Staff
- Prepare estimates of probable construction cost
- Conduct Pre-Bid meeting and coordinate bidding
- Review bids/recommend award to low responsible bidder

8.0 Rehabilitation Construction Engineering

8.1 Public Sector Rehabilitation

RJN will perform limited construction engineering for rehabilitation of public sector sewers and manholes as recommended in the System Recommendations report. Services will include:

- Onsite observation for conformance with plans and specifications
- Review of Insituform payment requests/change orders
- Deep point repairs and full manhole rehabilitation – pay requests
- Conduct final inspection/Develop final construction “Punch List”

A total of 80 onsite inspection hours are assumed.

8.2 Private Sector Rehabilitation

RJN will perform construction engineering for rehabilitation of private sector service laterals and service connections as recommended in the System Recommendations report. Services will include:

- Onsite observation for contractors conformance with specifications
- Review of contractor payment requests/change orders
- Conduct final inspection/Develop final construction “Punch List”

A total of 120 onsite inspection hours are assumed.

9.0 Final Report/System wide Plan

A final report will be prepared after completion of Basin 4 rehabilitation work. The report will include the following:

- Executive Summary
- Summary of all completed public and private sector rehabilitation
- Summary of wet weather flow rates- before and after rehabilitation
- Modeling results of Basin 4 with recommended relief and or parallel sewers required after post-rehabilitation confirmed wet weather flow rates.
- System wide plan based on results of Basin 4
 - o System wide investigation requirements, priorities by basin and costs
 - o System wide projected investigation and rehabilitation costs
 - o System wide relief/parallel sewer locations/costs

10. Miscellaneous services as approved by City

RJN will perform additional services directly related to the project on a time and material basis after prior approval of the City.

Attachment B
City of Wheaton
Basin 4 Sanitary Sewer Rehabilitation Program
Breakdown of Engineering Costs

Task No.	Task Description	170 PD	130 PM	100 PE	90 EN	75 ET	65 FT	55 CL	Total Hours	Total Cost	Series Sub-Total
Project Administration											
1.1 Quarterly Status Meetings		14	28	14	-	8	-	4	68	\$8,240	
1.2 Prepare/update Project Schedule		-	4	8	-	-	-	-	12	\$1,320	
1.3 Present Hubble Basin Rec. to Council/Committee		8	16	8	-	8	-	4	44	\$5,060	
1.4 Present Final Report/System wide Plan to Council/Committee		8	16	8	-	8	-	4	44	\$5,060	<u>\$19,680</u>
2.0 Compile Existing data											
Flow Monitoring											
3.1 Short Term		2	40	160	-	-	16	2	220	\$22,690	
3.2 Long Term		4	16	60	-	-	-	2	82	\$8,870	<u>\$31,560</u>
Field Investigations											
4.1 Selective Manhole Inspection		-	4	24	-	-	8	2	38	\$3,550	
4.2 Smoke Testing		-	2	4	-	8	28	8	50	\$3,520	
4.3 Building Inspection											
Sample Inspection 300 Homes		2	16	40	-	-	300	40	398	\$28,120	
Prepare Technical Memorandum		2	8	16	-	-	-	4	30	\$3,200	
4.4 Selective Dyed water Flooding		-	4	24	-	-	-	2	30	\$3,030	
4.5 Main Sewer television Inspection		-	8	40	-	-	8	2	58	\$5,670	
4.6 Selective Service lateral television Inspection		-	16	40	-	-	8	2	66	\$6,710	<u>\$53,800</u>
5.0 Hydraulic Modeling											
6.0 System Recommendations Report											
Rehabilitation Design Coordination											
7.1 Public Sector		-	8	24		8	-	2	42	\$4,150	
7.2 Private Property		2	16	32		8	-	2	60	\$6,330	
Rehabilitation Construction Engineering											
8.1 Public Sector		-	2	12	80	2	2	2	100	\$9,050	
8.2 Private Sector		-	2	24	120	2	2	2	152	\$13,850	
9.0 Final Report/System-Wide Plan											
10.0 Miscellaneous Services- Pre Approval by City											
Labor Sub - Total											
		64	414	1,078	240	268	412	158	2,634	\$249,670	\$249,670

Direct Expenses

Supplies- Printing Plans and Reports, Smoke Bombs	\$1,000
Television Inspection of service laterals- 100	\$25,000
Mileage - Van and Vehicle	\$1,000
Purchase of flow meter with data telemetry and data management software	\$10,000

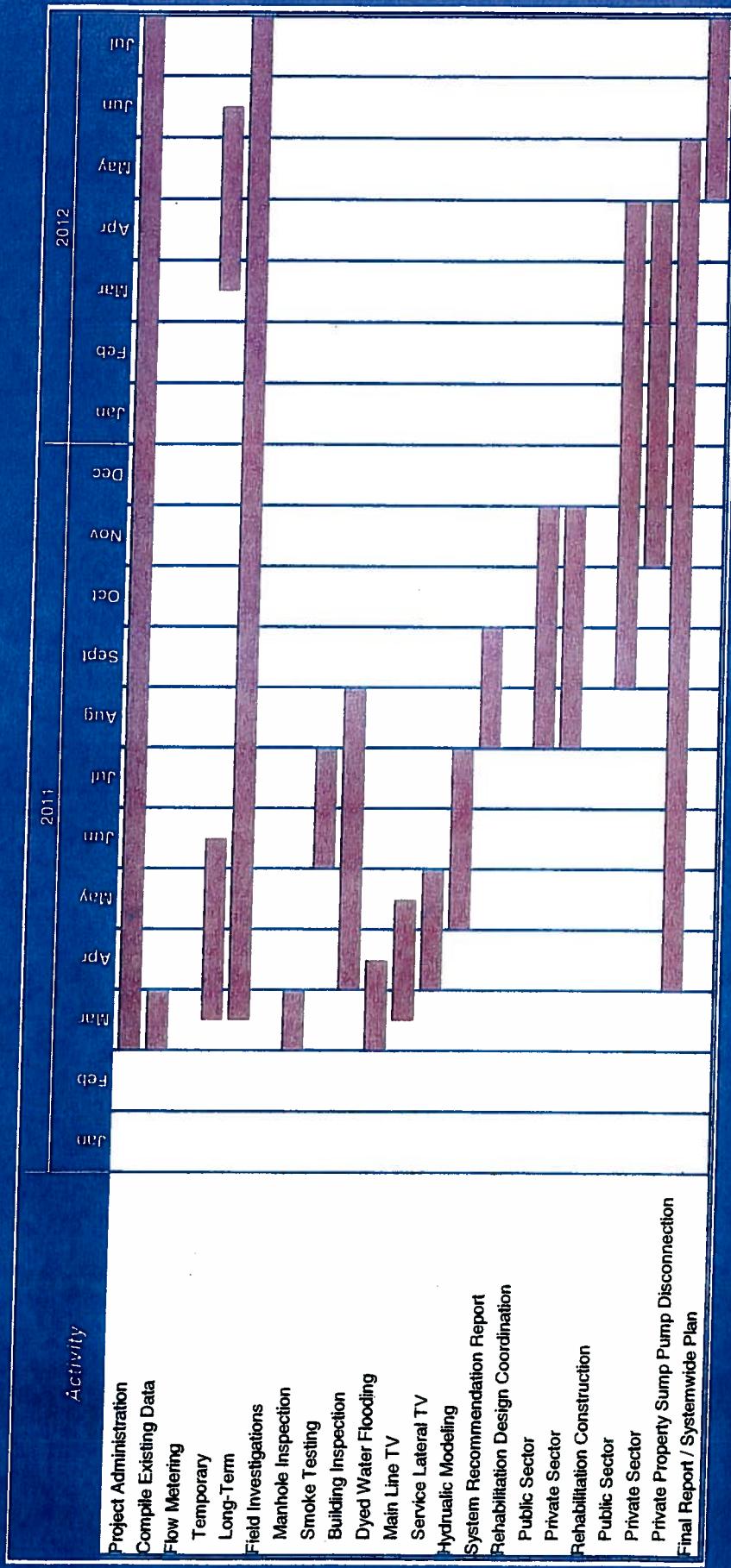
Direct Expenses Sub - Total \$37,000

Grand Total \$249,670 \$286,670

Classifications

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

City of Wheaton Hubble Basin Focused Sewer System Rehabilitation Program



USE OF AGENTS, SUBCONTRACTORS OR CONSULTANTS

Complete and submit this form with your signed contract. Make additional copies if necessary.

I will not be using any agents, subcontractors or consultants for this work.

I will be using an agent, subcontractor or consultant for this work. Below is their contact information.

(circle one) Agent / Subcontractor / Consultant

Company Name To be determined

Contact _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ E-mail: _____

A Certificate of Insurance is attached.

(circle one) Agent / Subcontractor / Consultant

Company Name _____

Contact _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ E-mail: _____

A Certificate of Insurance is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Chicago Commercial Lines		NAME:	
HUB International Midwest Limited		PHONE (A/C No. Ext):	312 922-5000
55 E. Jackson Blvd.		E-MAIL ADDRESS:	FAX (A/C No): 312 922-5358
Chicago, IL 60604		PRODUCER	
		CUSTOMER ID #:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Co.	NAIC # 19682
		INSURER B: Hartford Casualty Insurance Co.	29424
		INSURER C: Hartford Insurance Group	29424
		INSURER D: Essex Insurance Company	39020
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		83UUNAJ1317	08/01/2010	08/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		83UENAJ1418	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		83XHUAJ1106	08/01/2010	08/01/2011	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	83WEPL1585	08/01/2010	08/01/2011	X WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
D	Contractor Poli/ Professional Liab		10CPL00327	08/01/2010	08/01/2011	3,000,000 occ	
				retro date	08/01/1994	3,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Re: No. C36378

The City of Wheaton is included as Additional Insured under Commercial General Liability with respect to the Named Insured's operations.

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

City of Wheaton
333 W. Wesley St.
Wheaton, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

