

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item number: *5.B**

Title:

Recommendation to approve a Resolution Awarding the Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey of Subbasin WOR to RJN Engineering

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: October 24, 2022

Proposed Cost: \$94,178.50

Budgeted Amount: \$250,000

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

The City put this project out to bid twice on April 15th and May 9th. Both times the City received no bid submittals. During discussions with the prospective plan holders, it was discovered the main reason for no submittals was labor shortages. The City then started negotiations with two of the prospective firms on a reduced level of scope. RJN Engineering was willing to work with the City in completing some of the work this fiscal year.

Phase 2 of this contract will include the review of the flow monitoring data conducted last fall and spring, and the cost is comparable to other Subbasin work that has been completed in previous years. City Staff and RJN Engineering team will determine infiltration and inflow areas of the City that need further investigation.

RJN will provide the following scope of work: smoke testing, manhole inspections, televising, line surveying, GPS data collection and final reports. All of the data collected in Phase 2 will help in the design of Phase 3 rehab work that is planned to occur in the construction season of 2023.

Last year's Phase 2 smoke testing included a very successful public outreach plan. The CMOM Public Communication Plan is our proactive approach in communication with the public. We will be using this plan again to help keep the public informed on upcoming work.

Sub basin WOR is identified on the map included in the Agreement packet. This Subbasin is bordered by the following area: Main Street to the north, Horne Street to the south, Fox River to the east and S. 12th Street to the west.

Attachments *(please list):*

* Sub basin WOR - Phase 2 Map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Resolution awarding the CMOM Phase II Sewer System Evaluation Survey of Sub basin WOR to RJN Engineering in the amount of \$94,178.50.

St. Charles Agreement for Professional Services 2022 Manhole Inspections & Smoke Testing – Basin WOR-East

This agreement for professional services ("**Agreement**") has been awarded on _____, 20____ by City **Council** and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and RJN Group, Inc. ("**Professional Service Provider**") located at 200 West Front Street, Wheaton, IL 60169. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Invitation to Bid #ES2022-31 (**Solicitation**) for professional services entitled Basin WOR-East Sanitary Sewer Evaluation Survey Services – Manhole Inspections and Smoke Testing ("**Project**"); no bids were received;

Whereas, the Professional Service Provider submitted a proposal (**Offer**) and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, in a total amount not to exceed **\$94,178.50**;

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit A**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit B**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit C**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the Proposal submitted by the Professional Service Provider [**Exhibit A**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
 - Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the

Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

- B. Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, 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. Professional Service Provider further acknowledges under the terms of this Contract, 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. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
 - c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final

invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.

- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
- e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

- C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit A] The maximum price stated on page 1 of this agreement may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit C], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit B**.
- C. **Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses

and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit C**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**

 - a. Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
 - b. Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.

 - a. Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a

complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

B. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit C]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
 - a. **If to the City**
City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov
 - b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Public Works Division Manager – Matt Wilson: mwilson@stcharlesil.gov
 - c. **If to the Professional Service Provider**
RJN Group, Inc.
200 West Front Street
Wheaton, IL 60169
Tom Romza; tom.romza@rjnmail.com

Article 8: Applicability

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Professional Service Provider 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 Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager – Matt Wilson

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____



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July 1, 2022

Mr. Matt Wilson
Public Works Division Manager – Environmental Services
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Subject: Proposal for Professional Engineering Services
2022 Manhole Inspections & Smoke Testing – Basin WOR-East

Dear Mr. Wilson:

RJN Group, Inc. is pleased to submit this proposal to the City of St. Charles for the completion of important Sanitary Sewer Evaluation Survey (SSES) Services in the City's WOR-East Basin. Performing periodic inspections and testing of the collection system is a best practice, and a key component of a CMOM program.

We hope that, upon review of our proposal, you will find our **engineering-led approach** and experience to be best suited for the completion of this project.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With over 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Key Project Goals and Objectives

The primary goal of this project is to find defects in the sanitary collection system, locate sources of inflow and infiltration (I/I) entering the system, and to provide rehabilitation recommendations for the City to implement in the 2023 sewer rehabilitation program.

There are four main components of this proposal:

- Complete smoke testing services
- Complete manhole inspection services
- Provide an engineering analysis of the testing and inspection results.
- Provide real-time access to the data on Clarity®

A summary of each task is provided below, and our detailed scope of services is provided in Exhibit A.

Smoke Testing

RJN has led the industry in establishing best practices for smoke testing services. RJN's standard procedures for smoke testing include 3- or 4-person teams, smoke candles, high-pressure dual blowers with a maximum of 600 feet of pipe between blowers, and sandbagging or plugging each setup (up to 12" diameter). We found that these best practices, coupled with GPS mapping, photos, and electronic reporting of defects represent the "sweet spot" of level of service and cost to the City. All defects will be uploaded daily on Clarity.

Final Deliverable: A detailed list of all identified defects, Clarity data access, GIS of data collected, and recommendations for follow-up remediation or inspections.

Manhole Inspections

As with smoke testing, RJN's manhole inspection procedures have been fine-tuned to collect the right amount of data, information, and photographs to accomplish all the City's goals for the program. Using 2-person crews, data is collected electronically to document all the important details of each structure inspected. RJN uses remote cameras to take photos of all defects and key parts of the manhole. Detailed inspection reports are available on Clarity, with all data provided to the City for GIS integration.

Final Deliverable: A summary and detailed list of all manholes inspected, Clarity data access, collected data for GIS mapping updates, and prioritized, comprehensive rehabilitation recommendations for each manhole inspected.

Recommendations Reporting

Inflow and infiltration reduction is an important goal for the City. Following smoke testing and manhole inspections, the technical report provided to the City will provide comprehensive recommendations for building a prioritized approach to flow reduction and maintaining system integrity.

Final Deliverable: An SSES report outlining defects identified, rehabilitation and remediation recommendations for the system to reduce inflow and infiltration, and recommendations for any additional inspections.

Clarity

Clarity, RJN's online data management hub, provides clients secure access to their data as it is collected. Clarity is designed for utility owners and managers. It puts timely data and sophisticated

analytics in your hands, allowing you to quickly make decisions and take action. Most importantly, all data is easily understood during a project. [Click here](#) to learn more about Clarity.

Following this project, the City will have:

- Quality assurance/quality control (QA/QC) checked smoke testing and manhole inspection data.
- Spatial information on each observation collected during inspections
- An engineering report discussing results of the study and analysis of the identified defects and I/I
- Recommendations for manhole rehabilitation and follow-up studies, including sewer televising, dyed water flooding, and private sector inspections.
- Recommendations for high priority private and public sector mitigation measures.

Price and Schedule Summary

Price

This project will be invoiced on a Unit Price and Percent Complete basis for a total not-to-exceed fee of **\$94,178.50**.

Schedule

RJN is prepared to begin work on this project upon a notice to proceed. Smoke testing requires dry conditions for completion and will be completed by the end of November 2022, weather permitting. Manhole inspections can be completed anytime and will be finished the end of March 2023. The report will be delivered to the City by the end of April 2023.

Exhibits

The following exhibits are provided as attachments to this proposal.

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – City Map of WOR_EAST Basins

We look forward to working with the City on this important project.

It is our pleasure to submit this proposal to you. Please feel free to contact Zach at (630) 818-6689 or Lewis at (630) 414-3437 if you would like to discuss this proposal or have any questions.

Sincerely,



Zachary Matyja, PE
Program Manager



Lewis Chellberg
Project Manager



Thomas Romza, PE
Regional Manager



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services for 2022 Manhole Inspections & Smoke Testing – Basin WOR-East for the City of St. Charles, Illinois.

1. Smoke Testing

- a. Prepare a draft resident smoke testing notification letter for the City to send to the affected residents and business owners. These letters will include RJN contact information during smoke testing, if necessary. These letters will be in English on one side and in Spanish on the other side, if desired.
- b. Prepare smoke testing door hangers that RJN staff will hang at each address less than one week prior to smoke testing. These door hangers will also include RJN contact information and will be in English on one side and in Spanish on the other side, if desired.
- c. Notify the local fire and police department of planned smoke testing activities, including daily updates. Answer resident/owner field and phone questions.
- d. Provide equipment and smoke necessary for smoke testing.
- e. During smoke testing, erect temporary smoke testing signs near the testing area.
- f. Utilize electronic data collection equipment for smoke testing.
- g. Smoke test the sanitary sewers within basins WOR_EAST_B, WOR_EAST_D, WOR_EAST_E-3, and WOR_EAST_F (roughly 35,790 feet of sewer). Document GPS location of each identified defect and take at least one digital picture of each defect.
- h. Post data, including photos, on Clarity and provide access to City staff.

2. Manhole Inspections

- a. Provide equipment and personnel as necessary for manhole inspections.
- b. Complete remote “pole cam” manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined:
 - i. GPS locate of manhole,
 - ii. Manhole diameter and material
 - iii. Connecting sewer diameters, invert measurements, and flow direction.
- c. Identify and document manhole condition, including:
 - i. Direct evidence of I/I,
 - ii. Open pickholes in lid,
 - iii. Cover, frame, adjusting ring, and seal condition, including needed adjustments,
 - iv. Cone, wall, trough, bench, and pipe condition and defects.
- d. Take the minimum digital photographs at each manhole structure of:
 - i. Surrounding area,
 - ii. Manhole cover,
 - iii. Topside - looking down,
 - iv. Manhole frame,

- v. All pipe connections,
 - vi. Any major manhole defects
 - e. Provide data analysis as follows:
 - i. Compile field data and develop complete list of defects;
 - ii. Map results in GIS;
 - iii. Assign an estimated flow to each defect; and
 - iv. Determine an appropriate rehabilitation method for each manhole and estimate an associated cost.
 - f. Inspect Manholes within basins WOR_EAST_A, WOR_EAST_B, WOR_EAST_C, WOR_EAST_D, WOR_EAST_E-3, and WOR_EAST_F (roughly 254 manholes)
 - g. Post data, including photos, to Clarity and provide access to City Staff
- 3. Data Analysis and Reporting**
- a. Data Analysis
 - i. Compile field data and develop complete list of defects
 - ii. QA/QC field collections
 - iii. Assign an estimated flow to each defect and an estimated cost for rehabilitation
 - b. Report
 - i. Provide a summary of work completed & GIS map of identified defects
 - ii. List defects prioritized by severity, cost effectiveness, and importance for rehabilitation
 - iii. Propose recommendations for rehabilitation for various types of rehabilitation
 - iv. Propose recommendations for follow up inspections that may be needed, such as dye flooding
 - c. Submittals
 - i. Submit a pdf of an initial draft report for review
 - ii. Address City comments and submit up to three color copies of final report
 - iii. Provide one digital copy of final report files, data, video, and photos
- 4. Project Management**
- a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
 - b. Provide monthly updates to District staff through the duration of the project.
 - c. Meet with District staff as necessary to discuss progress of the project.

Items Requested from the City

1. Updated GIS geodatabases, shape files, or CADD atlases for the City's sanitary sewer collection system.
2. Access to sanitary sewer structures for the work. Assistance locating or opening seized/buried manholes as required.

3. Assistance with traffic control in high traffic areas, as necessary.
4. Assistance from City with notification of residents and businesses by mailing of smoke testing letters and talking with businesses before smoke testing.



EXHIBIT B PRICING

Pricing for 2022 Manhole Inspections & Smoke Testing – Basin WOR-East is as follows:

Pricing Terms for Invoicing: Time & Materials and Unit Price

Not-To-Exceed Total Cost: \$94,178.50

Cost Schedule

Task	Type	Quantity	Unit	Cost /Unit	Subtotal
Smoke Testing	Unit Price	35,790	ft	\$1.15	\$41,158.50
Manhole Inspections	Unit Price	254	MH	\$130	\$33,020.00
I/I Analysis Reporting	T&M	1	-	\$15,000	\$15,000.00
Project Management Services	T&M	1	-	\$5,000	\$5,000.00
				TOTAL FEE	\$94,178.50

Proposal Option

This Proposal can be amended to include additional work upon joint approval by the City and RJN.

Hourly Rate Schedule

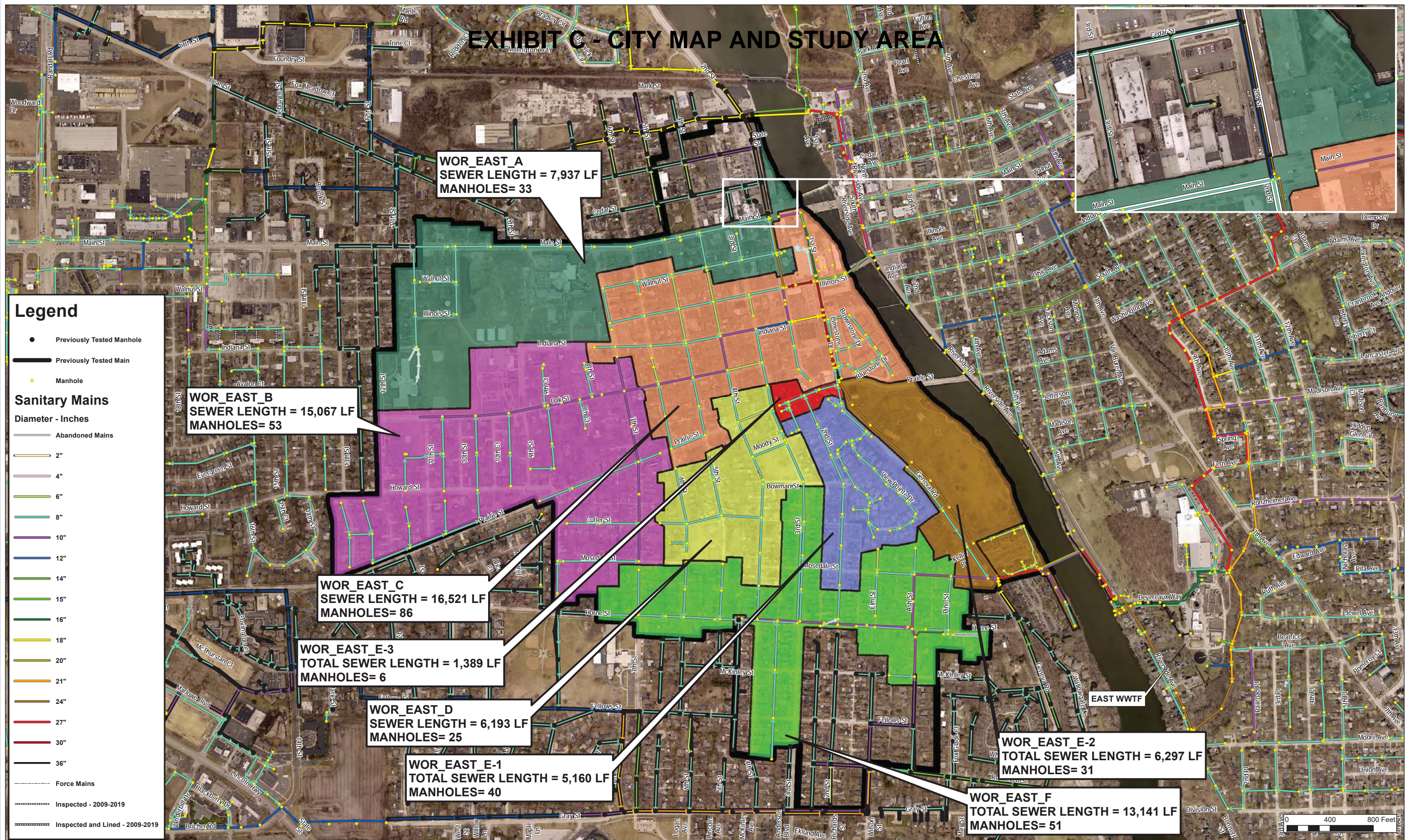
RJN's hourly rate schedule is as follows:

Classification		Rates*
PD	Project Director	\$250.00
SPM	Senior Project Manager	\$205.00
PM	Project Manager	\$180.00
SCM	Senior Construction Manager	\$170.00
CM	Construction Manager	\$155.00
SPE	Senior Project Engineer	\$150.00
PE	Project Engineer	\$135.00
CO	Construction Observer	\$130.00
EI	Engineer I	\$115.00
GSS	GIS Specialist	\$115.00
SDA	Senior Data Analyst	\$115.00
GIS	GIS Analyst	\$105.00
FM	Field Manager	\$100.00
DA	Data Analyst	\$95.00
FS	Field Supervisor	\$90.00
FT	Field Technician	\$80.00
AS	Administrative Support	\$90.00

Notes:

- The Hourly Rate Schedule is valid through May 31, 2023.

EXHIBIT C - CITY MAP AND STUDY AREA



Legend

- Previously Tested Manhole
- Previously Tested Main
- Manhole

Sanitary Mains

Diameter - Inches

- Abandoned Mains
- 2"
- 4"
- 6"
- 8"
- 10"
- 12"
- 14"
- 15"
- 16"
- 18"
- 20"
- 21"
- 24"
- 27"
- 30"
- 36"

Force Mains

- Inspected - 2009-2019
- Inspected and Lined - 2009-2019

City of St Charles Insurance Requirements for Professional Services

Prior to commencement of Professional Services governed by contract between the City of St. Charles (**City**) and the Professional Service Provider (**Insured**), the Professional Service Provider shall provide the City with satisfactory evidence of insurance coverage, and when requested, evidence of each of its subcontractors, consultants and agents hired to provide the services for the Project.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
 - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.

Insurance Requirements for Professional Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 have ADDITIONAL INSURED provisions or 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 NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

SAMPLE

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Policy Number	eff date	exp date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY CYBER			Policy Number	eff date	exp date	\$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Name, Project Number (when applicable)

The City of St. Charles is added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Names Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allow by law.

The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

CERTIFICATE HOLDER

CANCELLATION

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

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

Signature

Change Order:

Contract # _____ PO# _____

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- ☐ Changed / Unforeseen Condition
 ☐ Errors and Omissions
☐ Change in Scope
 ☐ Renewal / Extension of Services
☐ _____

2. The effect of this change is (check all that apply):

- ☐ Total Cost is increased by \$ _____
 ☐ Extension of _____ (calendar / work) days
☐ Material is increased by \$ _____
 ☐ Extension of Completion Date from _____ to _____
☐ Emergency Change, not to exceed \$ _____
☐ _____

3. Attachments Supporting Change Order (check all that apply)

- ☐ Contractor's Proposal
 ☐ other: _____
☐ Description of Change (include Drawing if applicable)

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<i>a</i>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<i>b</i>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<i>c</i>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	<i>d</i>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	<i>e</i>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? Yes/ No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ Date _____

Contractor/Professional Service Provider _____ Date _____