VILLAGE OF GLENCOE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated as of the day of March 28, 2019, and is by and between the VILLAGE OF GLENCOE, an Illinois non-home rule municipal corporation ("Village"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s statutory and non-home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant"): RJN Group, Inc.

Address: 200 West Front Street, Wheaton, IL 60187

Telephone No.: (630) 682-4700

Email: cmorley@rjnmall.com

Project Name/Description: 2019 MWRD IICP Short-Term and Long-Term Program

Agreement Amount: $129,960

B. Project Description. The Metropolitan Water Reclamation District of Greater Chicago (MWRD) amended their Watershed Management Ordinance (WMO) to include Article 8 which focuses on the WMO’s Inflow/Infiltration Control Program (IICP). The IICP is a multi-year program which outlines the required condition assessments - smoke testing, dyed water flooding, closed-circuit televising (CCTV) of gravity sewers, and manhole inspections - that satellite communities, including the Village of Glencoe, must complete on high priority sanitary sewers. The goal of the mandated short-term program requirements of the MWRD’s IICP is to identify areas where rainwater can enter sanitary sewers during rain events. The Long-Term Program requirements are similar to the Short-Term requirement in that additional condition assessment must be completed on average of at least 2% of the system annually with associated rehabilitation also completed.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal located in Attachment A ("Services") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.
SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement: Time of Performance. The Consultant shall commence the Services beginning April 8, 2019, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is 30 days after the Commencement Date ("Time of Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. Engagement Term. The Consultant shall commence the Services beginning April 8, 2019, after receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Agreement shall be in effect until final acceptance of work by the Village.

E. Reporting. The Consultant shall regularly report to the Director of Public Works, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.
2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.0.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL: SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the

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provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

**SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("Time of Disclosure"); (2) to be in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

**SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.**

**A. Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance.

1. Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

2. Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010, CG 2026, 002037 - Completed Operations Coverage; and

b. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

c. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

3. Consultant shall maintain limits no less than the following:

a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

b. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

c. Umbrella Liability: $5,000,000 per occurrence with $5,000,000 general aggregate

d. Professional Liability: $2,000,000 per occurrence with $2,000,000 general aggregate

e. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents and volunteers; or the Consultant shall
procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

5. The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages

1. The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents, and volunteers.

2. The Consultant’s insurance coverage shall be primary as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.

4. The Consultant’s insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Consultant shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-maded general liability policies will not be accepted.

7. The Consultant and all sub-Consultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

b. Workers' Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

c. Professional Liability
Professional liability insurance with limits not less than $2,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

1. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

2. Provide a certified copy of actual policy for review.

3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

7. Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037—Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers.
between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village’s option, be null and void.

**D. Village’s Right to Terminate or Suspend Work for Convenience.** At any time, the Village may terminate or suspend the Services upon 15 days written notice to the Consultant, in whole or in part. In the event that this Agreement is so terminated or suspended, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

**E. Compliance With Laws and Grants.**

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of, or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**F. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

**G. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**H. Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board.

**I. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

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J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Administrator.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

L. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

   a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

   b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator;

   c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

   d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

   e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.
SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section B.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Phil Kiraly, Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Steve Elrod, Village Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

RJN Group, Inc.
200 West Front Street
Wheaton, IL 60187
(630) 682-4700
Attention: Michael N. Young, P.E. Principal

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.
F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this
Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A through B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness: Deputy Village Clerk

VILLAGE OF GLENCOE:

By: 

Title: Village Manager

Attest/Witness: 

RJN Group, INC.

By: 

Title: 

By: 

Title: Senior Vice President
February 11, 2019

Ms. Anna Kesler, P.E.
Village Engineer
Village of Glencoe
675 Village Court
Glencoe, Illinois 60022

SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING AND FIELD SERVICES FOR MWRD UCP SHORT AND LONG-TERM PROGRAM – FY 2020

Dear Ms. Kesler:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering and Specialty Field Services to assist the Village of Glencoe (Village) in completing the Short-Term Program requirements and initiating the Long-Term Program requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration / Inflow (I/I) Control Program.

The first part of this proposal is related to the requirements of the Short-Term Program, which the Village needs to complete by March 1, 2020. The Short-Term Program has the following components:

- Condition Assessment of MWRD Prioritization Area (Priority Area), including:
  - Closed-Circuit Televising (CCTV) of Gravity Sewers (completed in 2017)
  - Smoke Testing (completed in 2017)
  - Manhole Inspections (to be completed in early 2019 under current contract)
  - Dyed Water Flooding (to be completed in early 2019 under current contract)
- Design and Construction of rehabilitation improvements identified during Condition Assessment
- Development of a Private Sector Program (PSP)
- Development of a Long-Term Operations and Maintenance Program (LTOMP)
- Annual Reporting

As noted above, the Condition Assessment requirements will be completed this spring under the existing contract, so this proposal does not include any related services. Although the Short-Term Program ends on March 1, 2020, the rehabilitation improvements do not have to be fully completed by this date. MWRD allows this to be extended as long as all rehabilitation has been identified and the related costs are in a formal Village Board approved Capital Improvement Program (CIP). The current rehabilitation status is as follows:

- Point Repairs: Based on the CCTV, 14 point repairs were identified and 13 of these point repairs were completed in 2018. The remaining point repair on Green Bay Road needs additional planning and is not included in this proposal. It will need to be on the Village CIP for future completion. There are additional recommendations to rehab a sewer
segment with a defective liner and to evaluate three laterals that may need point repairs, but these improvements are not MWRD Short-Term requirements.

- Sewer Lining: The CCTV identified 6,615 linear feet of sewer lining required by the MWRD Short-Term Program. 3,526 linear feet will be completed in Spring 2019. The design and construction services for additional lining is included in this proposal, with the actual length depending on the available funding. Any remaining lining will need to be placed on the Village CIP.

- Manhole Rehabilitation: The manhole inspections identified 35 manholes needing surface rehabilitation, all of which was completed in 2018. There are 19 manholes where internal rehabilitation is required under the MWRD program and 97 additional manholes where internal rehabilitation is recommended, but not required by MWRD. The design and construction services for the manholes required by MWRD to be rehabilitated has been included in this proposal. The Village will need to decide if the remaining manholes will be included or if the remaining budget will be used on lining.

The final PSP and LTOMP are to be submitted to MWRD by July 10, 2019. A draft template for each document has been completed as part of the current contract. This proposal includes the services required to complete these documents.

The final annual report for the Short-Term Program is due by March 1, 2020 and is included in this proposal. The services provided will be similar to the current contract for the 2019 submittal. Note that the first annual report for the Long-Term Program is due by March 1, 2021 (not included).

The Long-Term Program requirements are similar to the Short-Term requirements in that additional Condition Assessment must be completed at an average of at least 2% of the system annually with associated rehabilitation also completed. One of the MWRD recommended techniques to identify where a community should prioritize this work is to utilize flow monitoring to identify the areas with the highest excess flow during rain events.

The final task under this proposal is completion of a comprehensive flow monitoring program for the Village. We recommend that nine flow meters and three rain gauges be installed for a period of 90 days as shown on the attached map. This will give the Village a thorough understanding of how the system operates during dry weather and wet weather events. This understanding can then be used to develop the most cost-effective Long-Term Program.
SCOPE OF SERVICES

Our proposed scope of services is as follows:

TASK 1 – DESIGN SERVICES

1. Finalize plan for manhole rehabilitation:
   a. Complete a final quality control check on manholes to be rehabilitated and rehabilitation method;
   b. Identify potential traffic control needs during construction; and
   c. Provide a final list of manhole recommendations and construction cost opinion for Village approval.

2. Finalize plan for sewer lining:
   a. Provide a final list of sewer lining, exhibit and construction cost opinion for Village use

3. Prepare detailed schedules and bid tab for recommended manhole rehabilitation
4. Prepare manhole rehabilitation exhibit to be included in the Bid Package, including the following:
   a. Manhole rehabilitation location exhibits;
   b. Project and Village specific Details (if needed).


6. Prepare an opinion of probable construction cost.

7. Provide bidding assistance including:
   a. Providing PDF and Word documents of bidding documents to Village;
   b. Send advertisement to expected bidders;
   c. Respond to Contractors’ questions; and
   d. Prepare bid tabulation report and recommendation of award letter.

TASK 2 – CONSTRUCTION SERVICES

The exact construction services to be provided will be determined when the design is complete. The work will be invoiced on a time and materials basis and an allowance has been included. The estimated construction services to be provided is as follows:

1. Pre-Construction Assistance:
   a. Attend preconstruction meeting. Prepare and distribute meeting agenda and minutes.
   b. Review Contractor’s shop drawings, insurance documents, traffic control plans, pre-construction surface videos, and construction phasing.
2. Provide up to 160 hours of on-site construction observation during the project. All construction observation services will be charged at a minimum of 4 hours per day. The exact construction observation to be provided will be determined when the design services are complete.

3. Provide documentation of the construction activities, including maintaining a daily project journal and taking digital photographs of all phases of the project, taking measurements for all quantities installed.

4. Provide periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.

5. RJN will submit weekly project updates to the Village when construction observation is occurring.

6. Assist Village staff with resident coordination and communication.

7. Provide contract management, including review of Contractor’s payment requests, preparation of change orders, and coordination of contract closeout.

8. Prepare an annual summary memo outlining the completed rehabilitation work for the year. Prepare a GIS layer update of the final improvement locations.

TASK 3 – PSP AND LTOMP SERVICES

1. Identify gaps and recommend items the Village needs to have in place to complete the Long-Term Operation and Maintenance Program and the Private Sector Plan documents.

2. Continue reviewing additional documents submitted by the Village.

3. Develop draft Village-specific Private Sector Plan and Long-Term Operation and Maintenance Program and provide to Village for comment.

4. Work with staff to finalize Village-specific Private Sector Plan and Long-Term Operation and Maintenance Program.

5. Submit final documents to MWRD.

TASK 4 – ANNUAL REPORTING SERVICES

1. Work with the Village to compile the annual submittal to MWRD for Article 8. RJN will complete the following forms:
   a. Short-Term Requirement Annual Summary Report; and
   b. High Priority Deficiency Form.

2. Summary of rehabilitation plan, including assistance with a Capital Improvement Program (CIP) as applicable.

3. Prioritization/Activity Map Update.
6. Respond to any follow-up questions, as needed.

TASK 5 – FLOW MONITORING SERVICES

1. Provide the rental of nine flow meter units with, at a minimum, one velocity, and dual depth sensors and telemetry for the duration of the project. Provide the rental of three rain gauges with telemetry for the duration of the project.

2. Three of the proposed sites are on the MWRD interceptor. Coordinate with MWRD on the proposed locations and obtain the required permitting for confined space entry and installation of a flow meter in the MWRD system.

3. Investigate targeted sites for flow meter and rain gauge installation. Confirm that the meter sites are hydraulically suitable for flow monitoring. Prepare Site Investigation Reports for approval by Village.

4. Visit potential high point, double-out, and potential basin overflow locations as outlined on the exhibit to determine, as best as possible, flow direction within the pipes.

5. Prepare flow meters and rain gauges for installation. Install meters at approved locations.

6. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings. Perform tipping tests on rain gauges.

7. Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway. If additional traffic control is needed, it will be requested from the Village.

8. Prepare the host system for handling the flow data and posting the data for viewing and access by Village staff. Review the data at least twice per week during the “settling in” period, once per week thereafter, and report any equipment service needs to the field crews.

9. Take a second round of calibration measurements within two weeks of installation. Use the calibrations to adjust the data and prepare final data sets.

10. Provide flow meter maintenance as necessary to keep meters in proper operation for the duration of the 90-day monitoring period. Calibrate each meter at least one additional time during the flow monitoring period.

11. Procure and install spare parts and replacement equipment, such as batteries, probes, and desiccants, as needed to keep flow meters and rain gauges working and within operating standards.
12. Perform final calibration measurements at each site (for a minimum of four calibrations) and remove the flow meters and rain gauges.

13. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create hydrographs for each meter and determine wet-weather peaking factors at standard storm recurrence and durations for each basin.

14. Perform an inflow and infiltration analysis, including:
   a. Inflow peaking factors;
   b. Regression analysis for peaking factor prediction;
   c. Scattergraphs, hydrographs, and rainfall hyetographs; and
   d. Capacity analysis including an assessment of downstream control and surcharging at each meter location.

15. Include the following for the report:
   a. Details on each flow meter and rain gauge location;
   b. Summary of the flow and rainfall data collected;
   c. General conclusions from the flow metering;
   d. Inflow and Infiltration conclusions, including evidence of downstream control, surcharging, hydraulic bottlenecks, and levels of I/I;
   e. Conclusions regarding overall system operation and capacity during dry weather and rain events;
   f. Recommendations for the Condition Assessment under the requirements of the MWRD Long-Term Program.
   g. Other recommendations as appropriate, such as hydraulic modeling or enhanced private sector programs in specific area.

16. Prepare and submit an electronic draft report outlining flow monitoring and I/I analysis results and recommendations.

17. Incorporate Village comments and submit up to three copies of the final report. Provide a pdf of the final report and a flash drive containing all digital documents and processed flow-monitoring data.

TASK 6 – PROJECT MANAGEMENT

1. Provide project management services for the duration of the project.

2. Attend up to three meetings with Village staff and one meeting with the Village Board, if necessary.
ITEMS REQUESTED FROM VILLAGE

We request the following items from the Village:

1. Timely responses as requested to allow us to meet the MWRD schedule and the schedule below.
2. Access to the manholes for site inspections and flow meter installation and maintenance.
3. Traffic control assistance as needed for high traffic areas.
4. Assistance in obtaining secure sites for three rain gauges. Lift stations, public buildings including police stations, fire stations, and schools often make good sites.
5. Water consumption data as available for any large users (>25,000 gallons per day) within the study area.
6. General lift station data as available for any lift stations.
7. GIS Geodatabases for the sanitary sewer system.

SCHEDULE

Our proposed schedule is as follows:

- Task 1 – Design: Will be completed within 10 weeks of a notice to proceed
- Task 2 – Construction: Will be based on the Contractor’s schedule per the Construction Contract documents
- Task 3 – PSP and LTOMP: Per MWRD requirements with timely response from Village staff as needed
- Task 4 – MWRD Annual Submittal: Per MWRD requirements with timely response from Village staff as needed
- Task 5 – Flow Monitoring:
  - Will initiate discussions with MWRD on requirements prior to a Notice to Proceed. If provided by MWRD, will complete and submit required MWRD paperwork within one week of a Notice to Proceed.
  - Will complete site investigations within one week of MWRD approval
  - Will complete installation within two weeks of site investigations
  - Will submit report within 12 weeks of completion of the flow monitoring period.
PROPOSED FEE

Based on the scope of services outlined above, we offer the following cost breakdown, with a total not-to-exceed fee of $129,960.

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**TOTAL COST**

**TOTAL: $129,960**

The flow and rainfall monitoring can be extended at a cost of $3,150 per week. The time and material work will be invoiced at the rate schedule below.

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It is our pleasure to submit this proposal to the Village of Glencoe. Please feel free to contact either of us at (630) 682-4700 if you would like to discuss this proposal in detail or if you have any questions.

Sincerely,
RJN Group, Inc.

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

Catherine L. Morley, P.E.
Senior Project Manager

Attachment – Flow Monitoring Map