

**VILLAGE OF SCHAUMBURG
PROFESSIONAL SERVICES AGREEMENT FOR**

THIS AGREEMENT is dated as of the ____ day of _____, 20__ (**"Agreement"**) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (**"Village"**) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

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

Consultant Firm Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____

B. Project Description.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (**"Services"**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed _____, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

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 immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than ____ days after the date of the execution of this Agreement (“**Time of Performance**”).

D. **Reporting.** The Consultant shall regularly report to the Village, 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 billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

B. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local 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 claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **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 Exhibit 1 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, reassigning, 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 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 provision, performance, and completion of the Services as required by the 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, 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 designated as "Confidential" 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: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) 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 (iv) 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 to 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 express prior written consent of the Village unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. 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 subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. The Consultant warrants 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 the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

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. Likewise, no claims or suits shall be made against the employees of the Consultant as a 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 or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) 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 Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the 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 (i) 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 (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 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. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

E. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, 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 as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

G. Term. The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

H. Compliance with Laws and Grants. 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 building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

I. 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 permits 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 material 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.

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 reasonable actions taken by the Village in response to any Event of Default by the Consultant.

J. **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.

K. **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 of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

L. **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 of the Services to complete the work and with any other consultants engaged by the Village.

M. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

N. **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 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 upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

O. **GIS Data.** *[NOTE: Use this only if applicable]* 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;
- 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, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- 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 Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. 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) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such 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 Schaumburg
714 S. Plum Grove Road
Schaumburg, Illinois 60193
Attention: Anna M. Kesler, P.E.
E-mail: akesler@schaumburg.com

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

Consultant Firm Name: _____
Street Address: _____
City, State, Zip: _____
Attention: _____
Facsimile: _____
Email: _____

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant 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 this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Exhibit. Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. 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 such rights, remedies, and benefits allowed by law.

M. 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.

[SIGNATURES FOLLOW]

VILLAGE OF SCHAUMBURG

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

CONSULTANT

By: Michael N. Young

TITLE: Senior Vice President

ATTEST:

By: Joan Gallin

TITLE: Senior Project Manager

EXHIBIT 1

SCOPE OF SERVICES

AGREEMENT AMOUNT

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

***[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS,
SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]***

[SHALL INCLUDE SCHEDULE]



March 30, 2021

Ms. Anna M. Kesler, P.E.
Engineering Division Manager
Village of Schaumburg
714 South Plum Grove Road
Schaumburg, Illinois 60193-4329

Subject: Proposal Fiscal Year 2021-22 MWRD IICP Services – Annual Reporting, Flow
Monitoring, Design, Construction and Hydraulic Modeling Engineering Services

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 Schaumburg (Village) in meeting the Short-Term and Long-Term Program requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration / Inflow Control Program (IICP).

This proposal covers the sixth phase of work for the MWRD IICP. The first phase in Fiscal Year 2016-17 primarily included flow monitoring and a Sanitary Sewer Evaluation Survey (SSES) of the Walnut Basin. The second phase (Fiscal Year 2017-18) primarily included Kessel Basin SSES, rehabilitation design for the Walnut and Kessel Basins and construction services for the Walnut Basin. The third phase (Fiscal Year 2018-19) primarily included flow monitoring for the full Braintree Basin, North Braintree SSES, rehabilitation design for North Braintree and construction services for the Walnut and Kessel Basins. The fourth phase (Fiscal Year 2019-20) primarily included flow monitoring, SSES and rehabilitation design for the Bode Road Lift Station (LS) area and construction services for North Braintree. And the fifth phase primarily included flow monitoring of Downstream Walnut, South Braintree SSES and rehabilitation design, and rehabilitation construction services for Bode Road LS area.

The services to be provided under the MWRD IICP sixth phase for Fiscal Year 2021-22 are as follows:

- MWRD Annual Reporting
- South Braintree Sanitary Sewer Rehabilitation Design
- South Braintree Sanitary Sewer Point Repair Construction Supervision
- Flow Monitoring – East Schaumburg
- Hydraulic Modeling for the full Braintree Basin.
- Program Management required for all the items above.

MWRD Annual Reporting

As a reminder, MWRD reviewed the Village's Long-Term Operations and Maintenance Plan (LTOMP) or Private Sector Plan (PSP), and it was approved on March 22, 2021.

The annual paperwork for the MWRD IICP will be completed with assistance from Village staff. Now that the short-term program is complete, these services shift to the long-term program, with the second submittal due on March 1, 2022.

Engineering Services for the South Braintree Area

The engineering services for the South Braintree area will be as follows:

- South Braintree Sanitary Sewer Rehabilitation Design

Rehabilitation design services will be provided for the South Braintree area. The SSES services were completed in 2020. The design services to be provided are not determined yet, but they will be tailored to be in accordance with the 2022 construction budget provided by the Village (\$680,000). It is expected to include point repairs, sewer and lateral lining and mainline and lateral grouting.

- South Braintree Sanitary Sewer Point Repair Construction Supervision

The Fiscal Year 2020-21 SSES recommended a total of twenty (20) point repairs. After discussion with the Village, it was decided that some of these point repairs will be completed by the Village and a total of eight (8) critical point repairs shall be done by private contractors and supervised by RJN construction staff.

As a reference, a map exhibit is attached to show the work completed in the first five phases and the work proposed for the upcoming fiscal year.

Flow Monitoring Services within the East Schaumburg Sanitary Sewer System

This flow monitoring is for eight (8) Village owned meters and covers the southwest area of East Schaumburg. After discussing with the Village, it was decided to start with this area mainly residential as it was developed in the sixties and seventies when the remaining of the East Schaumburg sanitary system was developed in the eighties and nineties.

The attached map exhibit shows the eight (8) sanitary sewer basins with potential meter locations, total footage and number of manholes, and period of development for each basin.

These services cover the meter installation and four (4) months of the flow monitoring period, data analysis and report.

There are four (4) older meters that require updated telemetry equipment due to the 3G shutdown. This proposal includes the rental of telemetry equipment for four (4) meters.

Hydraulic Modeling for the full Braintree Basin

The flow monitoring of the full Braintree study area was completed during the third phase, and it was monitoring found significant excess flow and downstream control in this area. The primary recommendation from the flow monitoring is to complete hydraulic modeling of this area to determine options to address the excess flow in this area.

RJN already obtained the primary data needed for the model, which are physical data for the manholes and flow monitoring data.

Program Management & Clarity™

Overall management and planning of the sanitary program to meet MWRD requirements will also be provided. Hours for project management will be allocated in each task described hereinabove.

RJN will provide access to its online data hosting platform **Clarity™**, that includes status of data collection, access to data collected, field collected media for flow monitoring and construction activities.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The data collected as a part of this project will be critical in evaluating the Village's effluent piping system. RJN's internal quality control (QC) tools within in our in-house data management software, as well as our corporate training and QC processes in place will ensure that project will provide value for the Village.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of Schaumburg employees and customers is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training, temporary traffic control, OSHA 10-hour, fall protection, and many more. Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

Price and Schedule Summary

This project will be invoiced on a Time and Material and Unit Price basis for a total not-to-exceed fee of **\$174,880** as described in the table below:

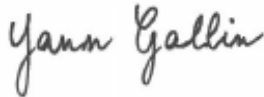
Task Description	FY21-22 Cost
MWRD Annual Reporting	\$10,995
South Braintree Area Rehabilitation (Design & Construction)	\$59,000
East Schaumburg Flow Monitoring	\$64,900
Braintree Basin Hydraulic Modeling	\$39,985
TOTAL	\$174,880

The project is expected to be completed by April 30, 2022 based on a Notice to Proceed by June 1, 2021. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

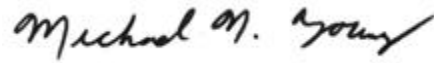
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Map

We are looking forward to the opportunity to work with the Village of Schaumburg on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Yann at 847.899.8723 if you would like to discuss this proposal or have any questions.

Sincerely,



Yann Gallin
Senior Project Manager



Michael Young, PE
Senior Vice President



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the Fiscal Year 2021-22 MWRD IICP Services for the Village of Schaumburg.

A. Project Kickoff

1. Conduct a virtual or in-person kickoff meeting with Village staff to discuss the project.
2. Discuss logistics of site visit and schedule.

B. MWRD Annual Reporting

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;
 - b. High Priority Deficiency Form;
 - c. Summary of rehabilitation plan, including a Capital Improvement Program (CIP) as applicable; and
 - d. Prioritization/Activity Map Update.
2. Submit completed MWRD forms.
3. Provide overall management of the MWRD program.

C. Engineering Services for the South Braintree Area

1. South Braintree Sanitary Sewer Rehabilitation Design:
 - a. Prepare maps and schedules for recommended sewer and lateral lining and mainline and lateral grouting based on the SSES services provided.
 - b. Provide the following services for up to five (5) point repairs:
 - i. Complete an on-site constructability review
 - ii. Complete utility check for each site
 - iii. Prepare exhibit and details for each point repair
 - c. Acquire any permits for rehabilitation work (MWRD, EPA, IDOT, etc.)
 - d. Bidding Documents:
 - i. Prepare front end bid documents and technical specifications.
 - ii. Prepare bid package with plans, front end documents, and specifications. Submit a pdf of the final bid package to the Village.
 - e. Prepare an opinion of probable construction cost and summary of quantities.
 - f. Provide bidding assistance including:
 - i. Provide bidding documents for Village to publish,
 - ii. If necessary, attend a pre-bid meeting and answering bid-related questions,
 - iii. Prepare addenda for Village to publish,
 - iv. Evaluation of bids,
 - v. Preparation of recommendation letter.
 - g. Project Management

2. South Braintree Sanitary Sewer Point Repair Construction Supervision:

- a. Pre-Construction Assistance:
 - i. Prepare Contract Documents for execution by Village and Contractor. Review Contractor's insurance documents.
 - ii. Coordinate and attend preconstruction meeting. Prepare and distribute meeting minutes.
 - iii. Review Contractor's shop drawings and other construction submittals, traffic control plans, pre-construction surface videos and construction phasing.
- b. Ensure contractor provides notification to the residents of impacts to sewer service and access to driveways.
- c. Provide a combination of full and part-time construction observation for the duration of the project. RJN proposes to be on-site full time when the point repairs are completed. Part-time observation will be provided for restoration. Part-time supervision will be approximately four hours per day, when the Contractor is onsite and working. This proposal is based on providing **56 hours** of full and part-time construction observation services.
- d. Provide documentation of the construction activities, including maintaining a daily project journal and taking digital photographs of all phases of the project.
- e. Provide periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
- f. Inspect each manhole and surrounding area during and after construction, to ensure no damage has occurred. This includes the final walk through, preparation of punch list, and final inspection.
- g. Review Contractor's pre and post videos of the Point Repairs. Notify the City when post-construction videos are acceptable, and these bid items are ready for payment.
- h. Submit weekly project updates to the Village.
- i. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
- j. Provide general project management throughout the duration of the project and prepare a set of final construction drawings in ArcGIS format.

D. Flow Monitoring Services within the East Schaumburg Sanitary Sewer System

This flow monitoring is for eight (8) Village owned meters and covers the southwest area of East Schaumburg. It includes:

1. Provide site investigations for each flow meter location.
2. Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway.
3. Review the data at least once per week and report any equipment service needs to the field crews.

4. Provide flow meter and rain gauge maintenance as necessary to keep meters in proper operation for the duration of the monitoring period. Calibrate each meter at least two additional times within the flow monitoring period.
5. Procure spare parts and replacement equipment, such as batteries and desiccants, as needed to keep flow meters and rain gauge working and within operating standards. For Village-owned meters, this contract DOES NOT include replacement meters or probes.
6. Perform final calibration measurements at each site and remove the flow meters and rain gauge.
7. 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.
8. Perform an inflow and infiltration analysis, including:
 - a. Inflow peaking factors;
 - b. Regression analysis for peaking factor prediction;
 - c. Scattergraphs and hydrographs; and
 - d. Capacity analysis including downstream control and surcharging assessment.
9. Prepare and submit an electronic copy of the Inflow and Infiltration (I/I) draft report to Village outlining flow monitoring results and recommendations.
10. Include the following in the I/I report:
 - a. Details on each flow meter and rain gauge location;
 - b. Summary of the flow and rainfall data collected;
 - c. Conclusions from the flow metering, including evidence of downstream control, hydraulic bottlenecks, and levels of infiltration and inflow (I/I);
 - d. Adequacy of the existing system to handle existing flows and increased lift station flows; and
 - e. Recommendations for the next appropriate steps including reduction in I/I.
11. Incorporate Village's comments and submit an electronic copy of the final I/I report to Village. Provide a pdf of the final report and a flash drive containing all digital documents and processed flow-monitoring data.
12. Provide project management services for the duration of the project. Attend up to two meetings (virtually or in-person) with Village staff.

E. Hydraulic Modeling for the full Braintree Basin

1. Review the existing physical data from the system and determine if any additional data collection is required. Process the data for entry into the model.
2. Review the flow monitoring data and process for entry into the model.
3. Complete and calibrate the hydraulic model based on the flow monitoring data.
4. Simulate specific design weather events and system response to determine current capacity.
5. Determine and evaluate alternatives for addressing excess flow. This will include the following:
 - a. Capacity improvements that could potentially be approved by MWRD (if any)
 - b. Flow reduction options for each meter sub-basin

- c. Temporary storage at locations with severe downstream control
- 6. Prepare a summary report that includes the following:
 - a. Summary of the model components and calibration method
 - b. Summary of the storm events evaluated
 - c. Summary of the alternatives evaluated
 - d. Summary of recommended improvements
 - i. For capacity and storage improvements, include GIS exhibit of recommended improvement and preliminary opinion of probable construction cost
 - ii. For flow reduction improvements, summarize the recommended approach for these improvements if beyond the rehabilitation already planned.

Items Requested from the Village

- 1. Provide eight (8) flow meters (Model Type: HACH FL902) in good working condition.



EXHIBIT B

PRICING

Pricing for the FY21-22 IICP Services project is as follows.

Pricing Terms for Invoicing: Time and Material, and Unit Price

Not-To-Exceed Total Cost: \$174,880

Task Description	FY21-22 Cost
MWRD Annual Reporting	\$ 10,995
South Braintree Area Rehabilitation (Design & Construction)	\$ 59,000
East Schaumburg Flow Monitoring	\$ 64,900
Braintree Basin Hydraulic Modeling	\$ 39,985
TOTAL	\$ 174,880

Below are the Summary of Engineering Services Fees:

Task No.	Task Description	\$210 PD	\$195 QC/SPM	\$175 PM	\$150 CM	\$120 CO	\$145 SPE	\$130 PE	\$110 EI	\$110 GSS	\$100 GIS	\$110 SDA	\$85 DA	\$95 FM	\$85 FS	\$75 FT	\$80 AS	Total Hours	Total Cost
1000	MWRD Reporting and Program Management																		
1001	Submittal of long-term requirements annual summary report			1		8				2	2						2	15	\$ 1,715
1002	Submittal of status of high priority deficiency form			1		4			2									7	\$ 875
1003	CIP Planning	1		1	2	6												10	\$ 1,405
1004	Submittal of a prioritization/activity map update			1		4			2	4	3							14	\$ 1,615
1005	2020 Program Management Services	2	3	16	6								2	2			4	35	\$ 5,385
	TOTAL	3	3	20	8	22	0	0	4	6	5	0	2	2	0	0	6	81	\$10,995

Task No.	Task Description	\$210 PD	\$195 QC/SPM	\$175 PM	\$150 CM	\$120 CO	\$145 SPE	\$130 PE	\$110 EI	\$110 GSS	\$100 GIS	\$110 SDA	\$85 DA	\$95 FM	\$85 FS	\$75 FT	\$80 AS	Total Hours	Total Cost
2000	South Braintree Area Design & Construction																		
2001	Design Rehabilitation Allowance																		\$ 40,000
	SUBTOTAL																		\$40,000
2002	Resident Engineering and Inspection Services		2	6	48		8										2	66	\$ 9,960
2003	Review of Pre- and Post Point Repair TV		2	4	8		8											22	\$ 3,450
2004	Construction Documentation and Communication	1	2	4	8		16			1							2	34	\$ 5,090
2005	Direct Costs																		\$ 500
	SUBTOTAL	1	6	14	64	0	32	0	0	1	0	0	0	0	0	0	4	122	\$19,000
	TOTAL																		\$59,000

Task No.	Task Description	Units	Quantity	Cost/Unit	Total Cost
3000	East Schaumburg Flow Monitoring				
3001	Meter Site Inv, Prep, Install, Removal (8 sites)	Meter	8	\$ 1,400	\$ 11,200
3002	Rain Gauge Installation (2 gauge)	Gauge	2	\$ 600	\$ 1,200
3003	Meter Maintenance, Calibrations, and DA (8-meters, 4-months)	Meter*Month	32	\$ 1,000	\$ 32,000
3004	Rain Gauge Maintenance, Calibrations, and DA (2-gauges, 4-months)	Gauge*Month	8	\$ 300	\$ 2,400
3005	East Schaumburg Flow Metering Draft/Final Report	LS	1	\$ 11,500	\$ 11,500
3006	Project Management Services	LS	1	\$ 5,000	\$ 5,000
3007	Direct Costs	LS	1	\$ 1,600	\$ 1,600
	TOTAL				\$ 64,900

Task No.	Task Description	\$210 PD	\$195 QC/SPM	\$175 PM	\$150 CM	\$120 CO	\$145 SPE	\$130 PE	\$110 EI	\$110 GSS	\$100 GIS	\$110 SDA	\$85 DA	\$95 FM	\$85 FS	\$75 FT	\$80 AS	Total Hours	Total Cost
4000	Braintree Area Hydraulic Modeling																		
4001	Data Review and Model Preparation	1	1	2			2	40	20	4								70	\$ 8,885
4002	Model Calibration						2	40	12									54	\$ 6,810
4003	Alternative Analysis						12	44	12	4								72	\$ 9,220
4004	Recommendations and Report	1	2	2			8	48	24	12	1						1	99	\$ 12,490
4005	Project Management Services	1	2	8			4											15	\$ 2,580
	TOTAL	3	5	12	0	0	28	172	68	20	1	0	0	0	0	0	1	310	\$39,985

Hourly Rate Schedule

Classification		2020 Rates*
PD	Project Director	\$210.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$175.00
CM	Construction Manager	\$150.00
SPE	Senior Project Engineer	\$145.00
PE	Project Engineer	\$130.00
CO	Construction Observer	\$120.00
EI	Engineer Intern	\$110.00
GSS	GIS Specialist	\$110.00
SDA	Senior Data Analyst	\$110.00
GIS	GIS Analyst	\$100.00
FM	Field Manager	\$95.00
DA	Data Analyst	\$85.00
FS	Field Supervisor	\$85.00
FT	Field Technician	\$75.00
AS	Administrative Support	\$80.00

Notes

- The Hourly Rate Schedule is valid until April 30, 2022. Following that date, rates may be subject to a 3% annual increase.
- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

Contract Option

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



EXHIBIT C

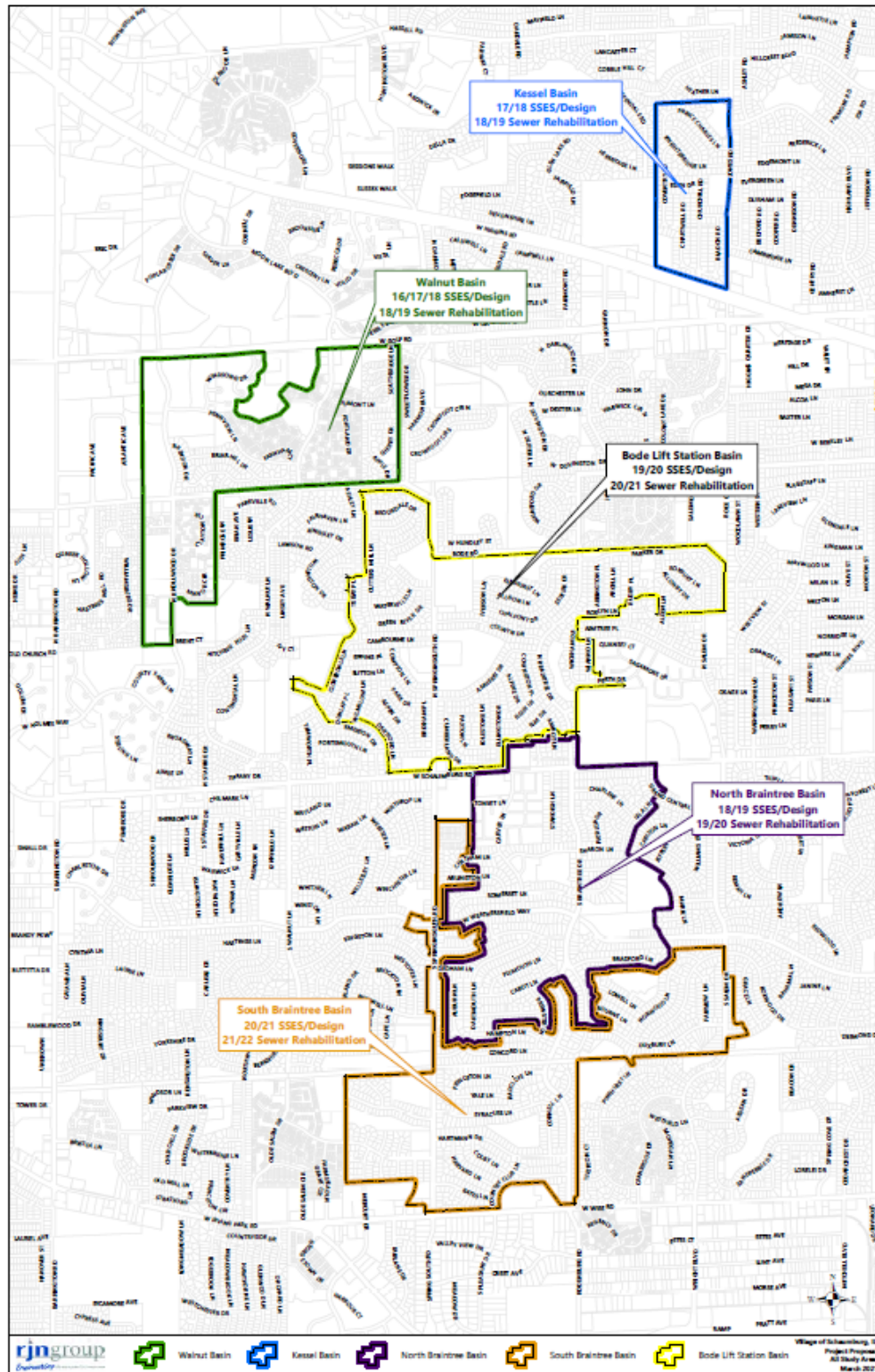
PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement. The schedule for this project is summarized as follows:

Task	Timeline
MWRD Annual Reporting	Submit draft of MWRD submittal by February 12, 2022 with submittal to MWRD by March 1, 2022 deadline.
South Braintree Rehabilitation Design Services	Design shall start after the Construction Budget is confirmed for Fiscal Year 2022-2023 and will be completed by April 30, 2022 .
South Braintree Rehabilitation Construction Services	Construction is expected to start in summer/fall 2021 and the schedule will be controlled by the Contractor.
East Schaumburg Flow Monitoring	The Flow Monitoring is expected to occur from May 2021 through August/September 2021 pending a notice to proceed . The draft report will be submitted by January 31, 2022 .
Braintree Area Hydraulic Modeling	Based on a Notice to Proceed by June 1, 2021, the expected schedule shall be as follows: <ul style="list-style-type: none">• Model development and calibration: July 31, 2021• Submit Draft Report: October 15, 2021• Submit Final Report: Two weeks after receiving Village comments.

EXHIBIT D

PROJECT MAPS



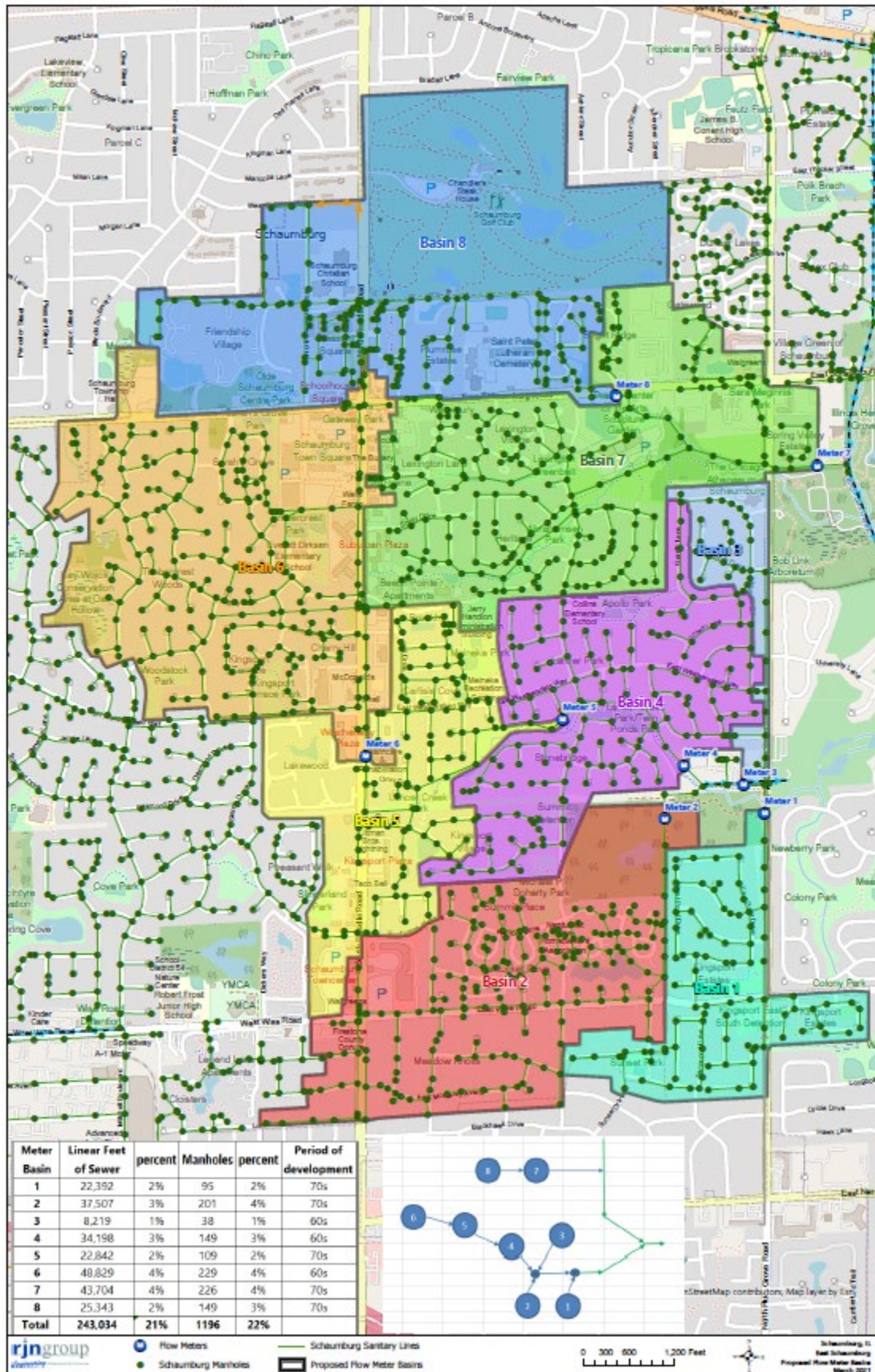


EXHIBIT 2

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage \$2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than \$2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim/\$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.