

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 3rd day of June, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and RJN Group Inc., (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

### **SECTION 1 – SERVICES OF THE CONSULTANT**

- 1.1 The Project scope of work is defined in the attached Letter Proposal dated May 2<sup>nd</sup>, 2025.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

### **SECTION 2 – THE CITY'S RESPONSIBILITIES**

The City will:

- 2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.
- 2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

### SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$98,500.00

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

### SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 150 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to complete the scope of work, and the City may grant such extension in a subsequent contract amendment.

### SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

### SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

## SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit      \$ 2,000,000

Each Occurrence Limit        \$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit        \$1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions        \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number 0309-1208 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement. The Consultant shall also indemnify and save harmless the City from any claims against, or

liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

#### SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

#### SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

#### SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

#### SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to

resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

## SECTION 12 – TERMINATION OF THE CONTRACT

### 12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

### 12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: \_\_\_\_\_

H. Elizabeth Beatty

City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Lauren O'Hara

City Clerk

Date: \_\_\_\_\_

RJN GROUP, INC.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 5/19/2025



May 2, 2025

Mr. Owen Dean, P.E.  
Department of Public Utilities  
City of Joliet  
150 West Jefferson Street  
Joliet, Illinois 60432

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR:  
2025 SEWER CLEANING AND TELEVISIONING PROGRAM MANAGEMENT**

Dear Mr. Dean:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Joliet (City) for contract management and field inspection services on the 2025 Sewer Cleaning and Televisioning Program.

**PROJECT UNDERSTANDING AND APPROACH**

The City of Joliet has established an annual program to clean and televise approximately 6-8% of their collection system in order to provide maintenance and inspections needed to assess the condition of an aging sewer system.

In April 2025, RJN Group, Inc. assisted the City of Joliet in preparing contract documents for cleaning and televising, while making sure the contract had the necessary language, exhibits and requirements for a large-scale cleaning and televising program.

The 2025 program includes cleaning and closed-circuit sewer televising (CCTV) in the City of Joliet, covering approximately **140,000 linear feet of sanitary sewer**, primarily made of polyvinyl chloride (PVC) and vitrified clay (VCP), ranging from 6" to 24" in diameter. Additionally, the contract with the CCTV contractor includes **200 hours of on-call labor**.

Because a significant part of the City's current asset assessment and future programs are reliant on this information, getting quality usable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and televising contracts it has been determined that on-site visits as well as program management is needed to ensure the following:

- The terms of the agreement are being met.
- Invoicing and records are reported accurately.
- The work is performed properly.
- And that deficiencies in the work are quickly addressed.

Some of the issues encountered in previous cleaning contracts in the City included segments of sewer not being jetted but still billed for cleaning, double billing for televised sewers, missed sewers in critical study areas, unorganized and incomplete data submissions, missing deliverables, and misidentified videos and reports.

## ASSURING QUALITY AND SAFETY

### Quality Assurance/Quality Control

Our design processes adhere to stringent Quality Assurance and Quality Control (QA/QC) protocols to ensure the highest standards of accuracy and reliability. We implement a multi-tiered review system, where each design phase undergoes thorough checks by experienced engineers and project managers. This includes peer reviews and adherence to industry standards and regulatory requirements.

### Clarity®

Using Clarity®, RJN's in-house built data management and reporting software, the City will have access to fully transparent CCTV data.



### Safety

As an employee-owned firm, RJN's commitment to the safety of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

## PRICE AND SCHEDULE SUMMARY

RJN will invoice for this project monthly on a Time and Material Basis for a total not-to-exceed fee of **\$98,500** as outlined in Exhibit B. RJN is ready to begin the project immediately upon an agreement with the City, and the CCTV inspection is expected to be completed by January 2, 2026. Complete Scope of Service, Pricing, and Schedule are provided in the following exhibits:

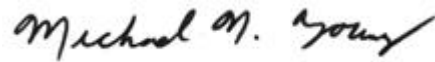
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Map

We are looking forward to the opportunity to work with the City of Joliet on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact me at (847) 899-8723 or [ygallin@rjnmail.com](mailto:ygallin@rjnmail.com) if you would like to discuss this proposal or have any questions.

Sincerely,



Yann Gallin  
Principal Project Manager



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



## EXHIBIT A

### SCOPE OF SERVICES

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RJN is proposing the following scope of services to conduct the 2024 Sewer Cleaning and Televising Program for the City of Joliet.

1. Pre-inspection Assistance:
  - a. Attend pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
  - b. Provide Contractor with hardcopy inspection maps and a digital PDF for each area selected for inspection including zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. RJN will provide part-time inspection observation and management throughout the project. RJN plans to be on-site part-time, dedicating **up to 8 hours per week** to on-site inspection and progress monitoring while the contractor is working. With an estimated **six-month** cleaning and televising period, we anticipate **a total of 208 hours** (26 weeks x 8 hours per week) for field inspection and progress monitoring.
3. RJN will provide part-time, on-site inspection observation and progress monitoring during the contractor's 'on-call labor' hours. As discussed with the City, this proposal includes a total of **100 hours** for field inspection and progress monitoring, covering the 200 on-call labor hours in line with the bid quantity.
4. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. RJN will provide a cursory review of the Contractor's televising videos and reports when submitted.
5. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the City's GIS.
6. Confirm that the PACP coded database provided by the Contractor is accurate and matches the GIS mapping updates.
7. Provide documentation of the inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
8. Attend bi-monthly progress meetings with the City and the Contractor. Prepare agenda and meeting minutes for each bi-monthly meeting.
9. Provide periodic inspection of traffic control measures, inspect easement areas before and after work is completed to ensure no damage is done to public or private property.
10. RJN will submit biweekly project updates to the City.
11. RJN will ensure that the televising contractor completes the cleaning and sewer inspection in accordance with the City contract and that all submittals are organized and completed.
12. Provide a comprehensive review of missing CCTV from previous CCTV contracts.

13. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout services.
14. Provide general project management throughout the duration of the project.
15. Meet with City staff as necessary to discuss the progress of the project.

### **Items Requested from the City**

1. Updated GIS geodatabases and/or shape files for the sanitary sewer collection system.
2. Assistance with traffic control in high traffic areas, as necessary.



## EXHIBIT B PRICING

Pricing for the 2025 Sewer Cleaning and Televising Program is as follows:

**Pricing Terms for Invoicing:** Time & Material basis using the fee schedule below at a multiplier of 2.9 for Task 1002 and a multiplier of 3.0 for all other tasks for an overall estimated billing of \$98,500. RJN vehicles will be charged \$60 per day when used on site.

**Not-To-Exceed Total Cost: \$98,500**

### COST SCHEDULE

Task	Task Description	Cost
1001	Pre-Inspection Assistance & Inspection Maps	\$3,700
1002	Field Inspection and Progress Monitoring	\$40,600
1003	Scheduling, Quantity Tracking and Data review	\$18,000
1004	Submittal Review and Invoice Review	\$9,200
1005	Punch List & Project Closeout	\$5,900
1006	Mapping Updates, GIS Deliverables & GIS missing CCTV	\$8,000
1007	Program Management & Meetings	\$13,100
	<b>TOTAL</b>	<b>\$98,500</b>

### PROPOSAL OPTIONS

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



## EXHIBIT C

### PROPOSED SCHEDULE

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RJN is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the City has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the CCTV inspection is expected to be completed by **January 2, 2026**.



## EXHIBIT D

### 2025 CCTV AREA MAP

