

## EXHIBIT A

**Joseph Sullivan**

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June 13, 2024

To: City of Crest Hill  
2090 Oakland Avenue  
Crest Hill, IL 60403

Attn: Ron Wiedeman, P.E., City Engineer  
City of Crest Hill

RE: **PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR  
2024 SANITARY SEWER CLEANING AND TELEVISIONING BID AND OVERSIGHT SERVICES (FROM RICH  
PRODUCTS TO OAKLAND AVENUE)**

Dear Mr. Wiedeman:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the sanitary sewer cleaning and televising project in the City of Crest Hill's sanitary sewer collection system. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: 1. Project Overview, 2. Scope of Services, 3. Proposed Project Schedule, 4. Items Requested from the City, 5. Payment Terms, 6. Standard Terms and Conditions and 7. Basin Exhibit.

### 1. PROJECT OVERVIEW

Crest Hill is interested in moving forward with the cleaning and closed-circuit televising (CCTV) for approximately 15,300 linear feet of trunk sanitary sewer lines, from Rich Products, near the intersection of Division Street and Gaylord Road to the intersection of Oakland Avenue and Sak Drive. The sewers range in size from 12-inch to 21-inch and carry wastewater flow to the East Wastewater Treatment Plant (WWTP), as depicted on the attached exhibit.

The overall goal of the project is to assess the structural condition of this critical asset. REL will assist the City in accomplishing this goal by preparing the bidding documents and overseeing the work on the cleaning and televising project, and by reviewing the collected data to identify sewer defects and determine the most cost-effective repairs.

### 2. SCOPE OF SERVICES

**A. CCTV Bid Document Preparation:** REL will prepare bid documents and solicit bids for cleaning and closed-circuit televising (CCTV) of approximately 15,300 linear feet of trunk sewer lines from Rich Products to Oakland Avenue. The exhibits and specifications will be prepared in accordance with industry standards for sewer cleaning and televising, including requirements for using the National Association of Sewer Service Companies (NASSCO) Pipe Assessment Certification Program (PACP) coding and grading system for all collected data. REL will respond to contractor's questions during the bidding phases, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation, assist the City with evaluating the bids, and prepare a letter of recommendation for the award of the sewer cleaning and televising contract.

**B. CCTV Contract Management & Oversight:** During the cleaning and televising, REL will provide sewer cleaning and televising contract management and onsite observation services as follows:

- Part-time observation (approximately 40 hours, while the contractor is working)
- Responses to contractor inquiries
- Progress updates to the City
- Preparation of any change orders as necessary
- Review of submittals/deliverables
- Review of contractor payment applications and recommendations for payment
- Punch list preparation and project close out

**C. CCTV Data Review and Recommendations:** REL will provide sewer televising review by a NASSCO, PACP certified reviewer for approximately 15,300 linear feet of trunk sewer lines from Rich Products to Oakland Avenue. CCTV data review will identify deficiencies and provide overall rehabilitation recommendations and cost estimates for repairs. These deficiencies will be incorporated into GIS and displayed on recommended work plan maps for CIPP lining, grouting, T-lining, and point repairs. All recommended sewer repairs will be provided to the City in GIS deliverables, maps, and summary tables detailing estimated costs for work recommended.

**D. Project Management and Meetings:** In addition to the project planning kick-off meeting, REL will provide project management for the duration of the project and attend additional meetings with the City as needed throughout the duration of the project.

### 3. PROPOSED PROJECT SCHEDULE

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	CCTV Bid Document Preparation	24-Jun-24	22-Jul-24
B.	CCTV Contract Management and Oversight	26-Aug-24	27-Sep-24
C.	CCTV Data Review and Recommendations	27-Sep-24	28-Oct-24
D.	Project Management and Meetings	24-Jun-24	28-Oct-24

### 4. ITEMS REQUESTED FROM THE CITY

- Any updates to GIS data files for sanitary sewers, manholes, lift stations and force mains
- Any previous inspection data from the trunk sanitary sewer lines (from Rich Products to Oakland Avenue)
- Coordination for bid openings, contract awards and for work during the CCTV project
- Access to the sewer system for cleaning and televising project

### 5. PAYMENT TERMS

For the above scope of services REL will bill on a percent complete basis, by task, as detailed below.

<u>Task</u>	<u>Description</u>	<u>Cost</u>
A.	CCTV Bid Document Preparation	\$8,490
B.	CCTV Contract Management and Oversight	\$7,400
C.	CCTV Data Review and Recommendations	\$7,620
D.	Project Management and Meetings	\$3,240
<b>Totals</b>		<b>\$26,750</b>

### 6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

June 13, 2024  
Proposal for Professional Engineering Services for  
2024 Sanitary Sewer Cleaning and Televising Bid and Oversight Services  
(From Rich Products to Oakland Avenue)

**7. BASIN EXHIBIT**

The Basin Exhibit for this proposal is attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Joseph Sullivan  
I&I Department Manager  
(630) 346-2877  
[joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com)

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xc: Dana West, PE, CFM, CPESC, Senior Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Printed Name, Title

# ROBINSON ENGINEERING, LTD ("REL")

## STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants before the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance coverage available to, paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request, and they shall name the Client as additional insured on the CGL policy.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify, save, hold harmless, and defend (to the extent provided for by the consultant's insurance program) Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Will County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.



# City of Crest Hill

## 2024 Sanitary Sewer Cleaning and Televising

