



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Services for Design of Water and Sewer Replacement on S. 1 st Street from State Street to South Street		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	September 5, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESIII			
Estimated Cost: \$192,230.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Staff is in need of Professional Engineering Services to provide plans and specifications for replacement of water main, lead water services, sanitary sewer, and the installation of fiber conduit on S. 1st Street, State Route 31, from State Street to South Street. The water main and sanitary sewer in this area was installed over 100 years ago and is in need of replacement. Hampton, Lenzini and Renwick, Inc. performed the design and construction engineering services for the replacement of the water main on Sunset and Dunstan in 2018. Staff was satisfied with their work and negotiated a contract for the design and specifications for S. 1st Street. Construction of the improvements will be determined after consultation with the Illinois Department of Transportation.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Engineering Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to execute a Professional Engineering Service Agreement with Hampton, Lenzini and Renwick at a cost not-to-exceed \$192,230.00</p>			

RESOLUTION NO. 2022-80
RESOLUTION AUTHORIZING EXECUTION OF
Professional Engineering Services

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Professional Engineering Service Agreement with Hampton, Lenzini and Renwick, Inc. relating to the design of water main and sanitary sewer.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2022

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

July 20, 2022

Bob VanGyseghem
Superintendent of Water and Wastewater
City of Geneva
1800 South Street
Geneva, IL 60134

**Re: South 1st Street (IL Route 38 to South Street)
Water and Sewer Rehabilitation/Replacement**

Dear Mr. VanGyseghem:

We prepared this letter to serve as the agreement between the City of Geneva (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for design engineering services requested relative to the South 1st Street water and sewer rehabilitation and replacement project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

All services provided shall meet with the approval of the Illinois Department of Transportation.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- GIS data
- Available Construction / As-Built Plans
- Sewer Televising video and reports
- Pavement Core report
- Conduit size, type, number, and configuration
- Location of any know lead service

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2022 Rates
PRINCIPAL	\$ 225.00
ENGINEER 6	\$ 195.00
ENGINEER 5	\$ 175.00
ENGINEER 4	\$ 160.00
ENGINEER 3	\$ 150.00
ENGINEER 2	\$ 120.00
ENGINEER 1	\$ 105.00
STRUCTURAL 2	\$ 210.00
STRUCTURAL 1	\$ 170.00
TECHNICIAN 3	\$ 140.00
TECHNICIAN 2	\$ 120.00
TECHNICIAN 1	\$ 85.00
INTERN/TEMPORARY	\$ 60.00
LAND ACQUISITION	\$ 155.00
SURVEY 2	\$ 145.00
SURVEY 1	\$ 115.00
ENVIRONMENTAL 2	\$ 150.00
ENVIRONMENTAL 1	\$ 100.00
ADMINISTRATION 2	\$ 140.00
ADMINISTRATION 1	\$ 80.00

These rates will remain in effect through December 31, 2022. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2023.

At this time, we estimate the cost of our services will not exceed **\$192,230.00**. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within

thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name	Bob VanGyseghem
Title	Superintendent of Water and Wastewater
Address	1800 South Street Geneva, IL 60134
Office Phone	630-232-1551
E-mail	bvangyseghem@geneva.il.us

For the Consultant:

Name	Randal G. Newkirk
Title	Design Engineering Manager
Address	380 Shepard Drive Elgin, IL 60134
Office Phone	847-697-6700
E-mail	rnewkirk@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall

be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Design without Construction Administration

It is understood and agreed that the Consultant's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Exhibit B.

Entire Agreement

This Agreement, comprising pages 1 through 9, and Exhibits A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Hazardous Materials - Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Testing Laboratory Services

It is acknowledged that the Consultant has been requested by the Client to subcontract certain laboratory testing services on behalf of the Client to an independent testing laboratory. The Consultant agrees to do so in reliance upon the Client's assurance that the Client will make no claim or bring any action at law or in equity against the Consultant as a result of this subcontracted service. The Client understands that the Consultant has not performed any independent evaluation of the testing laboratory's data and the Client shall not rely upon the Consultant to determine the quality or reliability of the testing laboratory's reports. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the independent testing laboratory except only those damages, liabilities, or costs caused by the sole negligence or willful misconduct of the Consultant.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with your approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.



Randal G. Newkirk, PE
Corporate Secretary

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for design engineering services set forth above.

By _____

_____ Date

Title _____

ATTEST:

By _____

Title _____

EXHIBIT A
Scope of Service
South 1st Street Watermain/Sewer Improvement (Approximately 2000 feet)
City of Geneva

SCOPE OF SERVICES

The City of Geneva (hereinafter the "Client") has requested professional engineering services for the watermain replacement and sewer replacement/rehabilitation within the South 1st Street right-of-way (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Site Review
- Available land records through Kane County
- Pre-Scope Meeting

The following is a list of basic project understandings

- Watermain Replacement including services to the parkway
- Lead services will be replaced to the commercial/residential structure. Easements for service replacement are not included in the scope of service. City shall secure temporary rights for access.
- Sewer Rehabilitation/Replacement including all services to the parkway
- Conduit will be installed as part of the project for future IT/Electric needs. The City will provide number, size, type, material, configuration, anticipated conduit sizes and quantities to be installed/pulled.
- GIS public utility information is assumed to be located in close proximity to the indicated line.
- Existing right-of-way will be determined as part of the project. This does not include locating side or rear lot lines, obtaining title commitments, preparing Plats and Legals
- Construction Engineering is not included in this agreement and would be part of a future agreement, if requested by the Client.
- The City will obtain sewer televising of sanitary sewers within the project limit. The video along with report will be provided to HLR
- The City will obtain pavement cores of the existing pavement through their on call geotechnical services contract.

The project limits are understood to be South 1st Street from IL Route 38 to South Street including both intersections.

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Notice to Proceed	August 16, 2022
Concept Design Submittal	October 14, 2022
Preliminary Plans and Bid Documents	November 23, 2022
Pre-Final Plans and Bid Documents	December 9, 2022
Submit IEPA Permits	December 9, 2022
Submit IDOT Permit	December 9, 2022
Final Plans and Bid Documents	February 8, 2023
Bid Opening (Local)	February 24, 2023
Board Approval – Construction	March 20, 2023
Start of Construction	April 2023
End of Construction	September 2023

PHASE II ENGINEERING

Based on the understanding of the project, the following items are necessary parts of the design scope of services:

Survey and Land Acquisition

- Topographic Survey
- Right-of-Way Determination

Data Collection

- Publicly available GIS data
- GIS data to be provided by Client
- As-Built plans from previous construction
- Construction plans from previous project

Utility

- Utility Coordination

Design Plans

- Title Sheet
- General Notes
- Alignment Ties and Benchmarks
- Summary of Quantities
- Summary of Roadway and Traffic Signal Plans

Bid Documents

- Quantity Calculations
- Special Provisions
- Cost Estimate and Contract Time

SCOPE OF SERVICES

1. Survey and Land Acquisition

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

Topographic Survey

- **Topographic Survey** – HLR will provide topographic survey to documents existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Curb and Gutter
 - Edge of Pavement and Shoulders
 - Sidewalk
 - Driveways
 - Pavement Marking
 - Visible Property Corners
 - Signs
 - Utilities – Above Ground
 - Utilities – Below Ground (observed only)

- Drainage Items
- Roadway Safety Items
- Trees
- Landscaping Areas
- Ground Shots

Topographic survey will be limited to the right-of-way area plus 5' beyond

Topographic Survey will be based on the following coordinate system:

- Horizontal: Illinois State Plane – East
- Vertical: NAVD-88

Land Survey

- **Boundary Determination** – HLR will determine the existing right-of-way based on information found in the field and publicly available information including Plat of Highways, GIS, Sidwells, and preliminary plats from the County Recorder online

2. Data Collection

HLR will review various resources and collect project pertinent data. This work will include detailed review of publicly available and Client provided information to more fully understand the project requirements, complete field reconnaissance, and coordinate with other sub-consultants, as necessary.

- **Document Review** – HLR will review the following publicly available and/or Client provided information:
 - Geotechnical Report
 - "As-Built" Plans
 - Construction Plans
 - Existing Utility Atlases
 - Publicly available GIS data
 - GIS data to be provided by Client
- **Field Review** – HLR will scheduled a field review of the project to determine site-specific constraints and document existing conditions. A non-annotated photographic log will be prepared of the project.

3. Utility Coordination

HLR will coordinate with utilities with determining their facility location, potential conflict determination, and resolution of those conflicts. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted.
- Project status letters will be prepared to the individual utility companies along with location map.
- HLR will verify the utilities identified on the atlas maps provided by the utilities.
- HLR will review potential utility conflicts determined by the utility owner in regards to the proposed improvements. These locations will be discussed with the utility if relocation is not possible.
- Pre-final plans will be sent to the utility companies. This submittal will include location of conflicts identified by the utilities
- HLR will assist the Client in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements.

4. **Proposed Plans, Bid Documents, Calculations, and Estimates of Probable Costs**

- **Plans** - The plans will be prepared and submitted to the Client at the following intervals:
- **Concept Level** – Basic plan used to further discussion of desired outcome and possible issues and unforeseen expenses.
 - **Preliminary (50%)** – Basic plans with well-defined concept of the proposed improvement
 - **Pre-Final (90%)** – Plans and concepts are nearly complete and minor modifications are expected.
 - **Final (100%)** – Plans are fully developed and are ready for distribution to contractors.

The plans are working drawings that show the location, configuration, and dimensions of the proposed construction activities. The plans will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings and the estimated number of sheets:

Title Sheet	1 Sheet(s)
General Notes	1 Sheet(s)
Summary of Quantities	1 Sheet(s)
Schedule of Quantities	1 Sheet(s)
Alignment, Ties and Benchmarks	1 Sheet(s)
Existing Typical Sections	1 Sheet(s)
Proposed Typical Sections	1 Sheet(s)
Existing Conditions and Removals	2 Sheet(s)
Drainage and Utilities Plan and Profiles	4 Sheet(s)
Soil Erosion and Sediment Control Plans and Details	2 Sheet(s)
Special Details	1 Sheet(s)
Standard Details	8 Sheet(s)
Cross Sections	50 Sections

Increases to the actual number of plans sheets as compared to the estimated sheets above may constitute additional work. HLR will notify the Client if additional work is anticipated.

HLR will distribute electronic version of plans, bid documents, and estimate of probable costs to Client's Project Manager for distribution to reviewers. Comments provided will be reviewed and necessary updates will be made. Disposition to comments will be provided at the next submittal. The disposition to comments will be provided based on how HLR received them:

- Client provides a list of comments – HLR will provide a formal disposition to comments in letter format.
 - Client provides comment on plan and/or bid document sheets – HLR will provide written disposition to comments next to the comments provided by the Client.
- **Bid Documents** – Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:
- **IDOT Format** – HLR will prepare a bid document based on IDOT standard

format.

HLR will prepare contract specifications and special provisions for Pre-Final and Final Plan submittals. The latest version of the IDOT "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" will be used as the basis of the construction special provisions. IDOT check sheets will be used as required by the project.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions, a project specific Special Provision will be written by HLR.

Water and Sewer construction will be in accordance with the latest edition of the "Standard Specifications for Sewer and Water Construction"

5. **Cost Estimate**

- **Estimate of Probable Cost** - HLR will prepare engineering opinions of probable construction costs for each submittal. Costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

6. **Consultation, Coordination, and Permits**

- **Kickoff Meeting** - Kickoff Meeting with Client (assume 1 meeting).
- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings).
- **IDOT Consultation and Coordination** – HLR will coordinate with IDOT regarding the planned resurfacing project and permit necessary for this project.
- **IDOT Permit** – HLR will prepare and submit the plans to IDOT for review through their permit section. We will coordinate any updates requested by IDOT during review of the permit. In the event that IDOT provides additional comments on subsequent reviews outside of the first review, additional compensation will be requested in writing to the client. Review times by IDOT Permits can vary drastically and HLR will request status updates when they are considered constructive.
- **IEPA Water and Sewer Permits** – HLR will prepare water and sewer permits for the proposed project. HLR will request system information, that is required in the permit application, from the Client. Review times by the IEPA can vary but typically expected within 2 months.
- **Clean Construction Demolition Debris (CCDD)** – Based on a cursory review of publicly available data, HLR anticipates that this project can be processed under the **IEPA LPC 663**. If during the formal project and environmental database review, that the project does not meet the assumed process, HLR will notify the client in writing and may require additional compensation.
 - **IEPA LPC 662** - The initial step will include an environmental database search for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to create a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application, if allowable by the nearest CCDD facility. The spoils generated from these

sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval.

- **IEPA LPC 663** - In the event that any PIPs are found on or adjacent to the site, the client would be notified of the options available for material disposal prior to commencing the 663 process. If any areas are adjacent to PIPs, the site will require additional testing and analysis, for processing with a 663 application.

The 663 requires taking an **estimated 10 soil samples** for soil characterization. If additional samples are required for the project, HLR will request additional compensation. This proposal assumes a driller will not be needed, and soil samples can be collected with a hand auger. These samples will be used to establish pre-existing conditions and also for potential CCDD coordination. The soil samples will be submitted to a NELAC approved laboratory for analysis. We may analyze each soil sample for metals, volatiles, semivolatiles, polynuclear aromatic hydrocarbons and PCBs. The results of the analysis would be compared to the limits outlined in the Maximum Allowable Concentrations (MAC) of Chemical Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F). A 663 will be prepared if levels meet MAC table limits.

- **Landfill Disposal** - If the soils come back with any elevated levels, additional TCLP or SPLP analysis on those specific constituents may be required to determine if they are within the MAC table limits. This testing would be used to create a waste profile if it is necessary to take it to a landfill. HLR will notify the Client if this additional testing is necessary and will request additional compensation for this testing.



**CITY OF GENEVA
PROPOSED DESIGN ENGINEERING SERVICES
SOUTH 1ST STREET WATERMAIN / SEWER IMPROVEMENT (APPROX. 2000FT)
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification											Direct Costs	Hours	Fee		
		PR	E6	E5	E4	E2	E1	T3	T2	T1	SUR 2	SUR 1				ENV 2	
1. SURVEY AND LAND ACQUISITION SERVICES																	
	Project Administration																
	Research																
	Obtain Property Title, sub plats, documents (direct costs)																
	Control/Level Circuit										10	10				20	\$ 2,600.00
	Topographic/Route Survey									40	16	16				72	\$ 7,560.00
	Land/Boundary/Right-of-Way Survey																
	Manhole Inspection										48	48				96	\$ 12,480.00
	Boundary/Right-of-Way Determination	60							20				160			240	\$ 34,700.00
	Drafting/Plat Preparation									32						32	\$ 3,840.00
	Legal Descriptions																
	Review QC/QA																
	Right-of-Way Staking																
	Construction Staking																
	Appraisal																
	Review Appraisal																
	Negotiations																
2. PHASE I DESIGN ENGINEERING SERVICES																	
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)		2		6											8	\$ 1,350.00
3. DESIGN ENGINEERING SERVICES																	
	Prepare Plans																
	Title Sheet				2			2								4	\$ 600.00
	General Notes				3			2								5	\$ 760.00
	Alignment, Ties, and Benchmarks				1			6								7	\$ 1,000.00
	Summary of Quantities				1			1								2	\$ 300.00
	Schedule of Quantities				12			2								14	\$ 2,200.00
	Typical Sections				8			8								16	\$ 2,400.00
	Removal Plan (2 panes / 20 scale / 2 sheets)				16			12								28	\$ 4,240.00
	Drainage and Utility Plan and Profile (20 scale / 4 sheets)				88			48								136	\$ 20,800.00
	Soil Erosion and Sediment Control Plan (2 panes / 20 scale / 2 sheets)				16			12								28	\$ 4,240.00
	Landscaping Plan																



**CITY OF GENEVA
PROPOSED DESIGN ENGINEERING SERVICES
SOUTH 1ST STREET WATERMAIN / SEWER IMPROVEMENT (APPROX. 2000FT)
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification											Direct Costs	Hours	Fee		
		PR	E6	E5	E4	E2	E1	T3	T2	T1	SUR 2	SUR 1				ENV 2	
	Modular Block Retaining Wall Details																
	ADA Sidewalk Grading Plan																
	Structural Details																
	Pavement Marking and Signing Plan (Not included but part of IDOT resurfacing project)																
	Street Lighting Plan and Details																
	Traffic Signal Plan and Details																
	Cross Sections (50 Sections)				100				75							175	\$ 26,500.00
	Staged Cross Sections																
	Special Details					16			12						28	\$ 4,240.00	
	Standard Details					6			6						12	\$ 1,800.00	
	Prepare Bid Documents			8	48										56	\$ 9,080.00	
	Prepare Estimate of Cost				12			8							20	\$ 2,760.00	
	Prepare Estimate of Time and Lump Sum Cost Breakdown																
	Utility Coordination				28			4							32	\$ 4,900.00	
	Update based on IDOT Comments		4		16				16						36	\$ 5,580.00	
	Bidding Assistance				4				4						8	\$ 1,200.00	
4.	PERMITTING																
	Wetland Delineation														0	\$ -	
	Wetland Report														0	\$ -	
	Wetland Mitigation														0	\$ -	
	Prepare USAGE Permit														0	\$ -	
	Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA														0	\$ -	
	Threatened and Endangered Species Survey														0	\$ -	
	Prepare Soil and Water Conservation District Submittal														0	\$ -	
	Tree Survey														0	\$ -	
	Prepare Floodway Permit														0	\$ -	
	Prepare Stormwater Pollution Prevention Plan (SWPPP)														0	\$ -	
	Prepare IEPA Notice of Intent														0	\$ -	
	Prepare IEPA Notice of Termination														0	\$ -	
	Prepare IEPA Watermain Construction Permit					12									12	\$ 1,920.00	
	Prepare IEPA Sanitary Sewer Construction Permit					12									12	\$ 1,920.00	
	Prepare IEPA Water Treatment or Wastewater Treatment Permits														0	\$ -	



**CITY OF GENEVA
PROPOSED DESIGN ENGINEERING SERVICES
SOUTH 1ST STREET WATERMAIN / SEWER IMPROVEMENT (APPROX. 2000FT)
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification											Direct Costs	Hours	Fee			
		PR	E6	E5	E4	E2	E1	T3	T2	T1	SUR 2	SUR 1				ENV 2		
	Prepare County Stormwater Permit															0	\$ -	
	Obtain Environmental Database Report (EDR)															\$ 150.00	0	\$ 150.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 662																0	\$ -
	Prepare Clean Construction and Demolition Debris (CCDD) Form 663					45							15				60	\$ 7,650.00
	Obtain soil samples for testing (Est. 10 samples)															\$ 11,000.00	0	\$ 11,000.00
	Prepare a Preliminary Environmental Site Analysis (PESA)																0	\$ -
	Prepare a Preliminary Site Investigation (PSI)																0	\$ -
5. CONSTRUCTION ENGINEERING																		
	NOT INCLUDED																0	\$ -
6. COORDINATION AND CONSULTATION																		
	Prepare and Attend Kick-off Meeting		2		4												6	\$ 1,030.00
	Prepare and Attend Coordination Meeting (2)		4		6												10	\$ 1,740.00
	Prepare Monthly Status Report to Client		6														6	\$ 1,170.00
	Coordination with IDOT Permits and Design/Construction for Resurfacing		12		8												20	\$ 3,620.00
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION																		
	Quality Assurance and Quality Control		12	6													18	\$ 3,390.00
	Project Administration		18														18	\$ 3,510.00
	Total	60	60	14	425	45	12	226	32	40	74	234	15		\$ 11,150.00	1237	\$ 192,230.00	