



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2017-18 Wetlands Management Services for the Eagle Brook and on Brentwood's Pond Subdivisions		
Presenter & Title:	Richard Babica, Director of Public works		
Date:	May 17, 2017		
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: Vision 5, Letter G; Develop and provide funding for capital investments and projects that consider a variety of local needs....			
Estimated Cost: \$44,000		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other <input type="checkbox"/> Yes Funding? <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The FY2017-2018 Budget provides \$56,000 within SSA#11, Eagle Brook and SSA #32, On Brentwoods Pond, to perform Wetland Management Services. At the May 16, 2016 City Council meeting, the City entered into a contract with Hampton, Lenzini and Renwick (HLR) to conduct the 2016-2017 Wetlands Management Services Contract for the Eagle Brook as well as the On Brentwood's Pond Subdivisions. The project specifications allowed for an up to one year extension with the consent of the City Council. Staff is recommending that the City Council utilize this option and extend their contract for the 2017-2018 season.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • HLR Proposals • Resolution 2017- 			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>Respectfully recommend that the City Council authorize the execution the proposal from Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois to complete the 2017-18 Wetlands Management Services for the Eagle Brook and On Brentwood's Pond Subdivisions in an amount not to exceed \$44,000.</p>			



Civil Engineering · Structural Engineering · Environmental Services · Land Surveying

May 10, 2017

Mr. Richard Babica
Director of Public Works
1800 South Street
Geneva, Illinois 60134

Re: Eagle Brook Wetland and On Brentwoods Pond 2017 Maintenance

Dear Mr. Babica:

We have prepared this letter to serve as an agreement between the City of Geneva and our firm for environmental services relating to the native area management of Eagle Brook wetland and On Brentwood Pond. This extends the Independent Contractor Agreement signed by Geneva on May 17, 2016 for one year from the date that this agreement is signed. The terms and conditions will remain the same as outlined in the Independent Contractor Agreement. The Independent Contractor Agreement is attached for your reference.

Billing Terms

For our services we will be paid a lump sum amount of \$44,000. Eagle Brook wetland maintenance is \$41,000 and On Brentwoods Pond is \$3,000. Additional services are outlined in the 2016 contract and the costs associated with these additional services will remain the same for 2017 if the City decides that they would like any of these optional tasks.

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

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.

Erica Spolar
Vice President

ACCEPTANCE

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

By _____

Date

Title _____

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN CITY OF GENEVA AND HAMPTON, LENZINI AND RENWICK**

This Independent Contractor Agreement (Agreement) is between City of Geneva, an Illinois municipal corporation (hereinafter referred to as “Geneva” or “City of Geneva”) and Hampton, Lenzini and Renwick (hereinafter referred to as “HLR” or “Contractor”). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** HLR is engaged in the independent business and occupation providing professional engineering services. HLR represents that the corporation is knowledgeable and skilled in the following:

2. **Services.** HLR agrees to provide the following services under this Agreement during the Contract Term, which shall commence on June 6, 2017 and terminate on June 5, 2018, as specified in their proposal dated May 10, 2017 as accepted by the Council action on June 5, 2017, attached hereto.

3. **Independent Contractor.** HLR acknowledges and agrees that HLR, is an independent contractor and not an agent or employee of the City of Geneva. HLR, has sole discretion to determine when, during regular business hours of 8 o’clock a.m. through 5 o’clock p.m., HLR will perform services as well as the methods and techniques which will best accomplish the services to be provided under this Agreement. However, HLR warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the HLR has the requisite expertise, ability, and skill to render the service required by this Agreement.

4. **Conflicts.** Nothing in this Agreement is intended to preclude the HLR from performing services for other entities and individuals. However, HLR agrees not to engage in any activity that conflicts with the Geneva’s business interests or interferes with the independent exercise of the HLR’s judgment in the best interests of the Geneva.

5. Compensation.

- a. For the services to be rendered under Paragraph 2 above, Geneva will pay HLR the sum of 44,000.00 Dollars per term of this contract.
- b. HLR will submit his request for payment to the Director of Public Works at the end of each week.

6. **Taxes.** Neither federal, state, nor local payroll taxes of any kind or state disability insurance will be paid or withheld on behalf of HLR. HLR will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. HLR understands that if it is not a corporation, he may be liable for self-employment (social security) tax to be paid as required by law.

7. **Benefits.** Because HLR is engaged in his own independently established business, the HLR is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Geneva to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Geneva for HLR or any of its employees. HLR agrees to obtain workers' compensation insurance for all of his employees and to provide the Geneva with a certificate of workers' compensation insurance coverage, as permitted by applicable law.

8. **Agency.** HLR has no authority to bind the Geneva, to enter into any contracts or agreements on behalf of the Geneva, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

9. **Indemnification.** The Geneva shall not be responsible for any action or failure to act by HLR. HLR agrees to indemnify and hold harmless the Geneva, its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of HLR's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law.

10. **City of Geneva Property.** Upon termination of HLR's relationship with the Geneva, HLR agrees to return all Geneva equipment to the Geneva.

11. **Statements.** HLR agrees to refrain from making any public or private statement about the Geneva or its officers, Members or employees that would be injurious to the Geneva's business or reputation or which would, directly or indirectly, interfere with the business of the Geneva.

12. **Termination.** Either party may terminate this Agreement upon 60 days' written notice to the other.

13. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

14. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.

15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

16. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

17. **Survival.** The provisions of paragraph 11 of this Agreement shall survive the termination of the business relationship between the parties.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

CONTRACTOR:

CITY OF GENEVA:

By: _____

By: _____

City Administrator

Date: _____

Date: _____

RESOLUTION NO. 2017-44

**RESOLUTION AUTHORIZING EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT TO PERFORM THE 2017-2018
WETLANDS MANAGEMENT SERVICES FOR THE EAGLE BROOK AND ON
BRENTWOODS POND SUBDIVISIONS**

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 Proposal to complete the 2017-2018 Wetlands Management Services for the Eagle Brook and On Brentwoods Pond Subdivisions, in the form attached hereto at Exhibit "A."

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 5th day of June, 2017

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

Approved by me this 5th day of June, 2017.

Mayor

ATTEST:

City Clerk