



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Services Contract for Water Main & Storm Sewer Improvements on Dunstan Road and Sunset Road		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater.		
Date:	6/8/17		
<i>Please Check Appropriate Box:</i>			
<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: Manage resources and assets to effectively deliver core services, provide for capital investment, and meet the community needs and desires. Goal E. Develop and provide funding for capital investments and projects that consider a variety of local capital needs and those mandated by State/Federal Agencies.			
Estimated Cost: \$92,746		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Staff has budgeted for water main and storm sewer improvements in the Dunstan and Sunset Road back yard easements. A professional services contract is needed to perform design, surveying and construction management services. Staff published a Request for Proposals and received fourteen (14) proposals from Engineering Firms. Five qualified city employees individually evaluated and ranked the proposals. In compliance with the law the consultants were evaluated on the basis of demonstrated competence and qualifications to perform the services. The proposals included man-hours and fees which were used to assist staff in evaluating the consultants understanding of the scope of work.</p> <p>Based on the evaluation by city staff, the top ranked Engineering Firm was Hampton Lenzeni and Renwick Inc. (HLR) Staff met with Randy Newkirk from HLR on two separate occasions to negotiate a scope of work and reduced fee for the project. Staff is satisfied with the number of hours proposed, project understanding, and proposed fee. HLR has worked on several projects for the City of Geneva in the past and staff has been satisfied with their work.</p>			

Attachments: <i>(please list)</i>
<ul style="list-style-type: none">• Resolution• Engineering Proposal
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>
Staff requests that the City Council authorize the City Administrator to enter into a professional services contract with Hampton Lenzini and Renwick in an amount not-to-exceed \$92,746

RESOLUTION NO. 2017-69
RESOLUTION AUTHORIZING EXECUTION OF
Engineering Services Contract with HLR

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 contract with Hampton Lenzini and Renwick, in the form attached hereto as Exhibit "A", relating to Engineering Services for Dunstan/Sunset Water Main & Storm Sewer Improvements.

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 _____, 2017

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

Approved by me this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

June 20, 2017

Bob VanGyseghem
Superintendent of Water & Wastewater
City of Geneva
1800 South St.
Geneva, IL 60134

Re: Engineering Services for Dunstan/Sunset Water Main & Storm Sewer Improvements

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 engineering services requested relative to storm sewer and watermain improvements in the Dunstan Road, Cheever Avenue, and Sunset Road area.

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.

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:

- Utility Atlases or GIS shapefiles of utilities, property boundaries, and public right-of-way/easements
- Contact address and/or email of current property owners of all properties within the project vicinity
- Recorded Plat(s) of Subdivisions
- Previous Construction Plan(s) or Utility Improvement Plan(s)

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	HOURLY RATE
PRINCIPAL	\$208.00
ENGINEER 6	\$160.00
ENGINEER 5	\$150.00
ENGINEER 4	\$130.00
ENGINEER 3	\$118.00
ENGINEER 2	\$108.00
ENGINEER 1	\$85.00
STRUCTURAL 2	\$170.00
STRUCTURAL 1	\$128.00
TECHNICIAN 3	\$109.00
TECHNICIAN 2	\$88.00
TECHNICIAN 1	\$68.00
INTERN/TEMPORARY	\$51.00
LAND ACQUISITION	\$117.00
SURVEY 2	\$118.00
SURVEY 1	\$91.00
ENVIRONMENTAL 2	\$119.00
ENVIRONMENTAL 1	\$55.00
ADMINISTRATION 2	\$117.00
ADMINISTRATION 1	\$63.00

These rates will remain in effect through December 31, 2017. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2018.

At this time, we estimate the cost of our services will not exceed \$92,746.00. 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.

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.

Payment Terms

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under

this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

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 & Wastewater
 Address 1800 South St.
 Geneva, IL 60134
 Office Phone 630.232.1551
 E-mail bvangyseghem@geneva.il.us

For the Consultant:

Name..... Randy Newkirk
 Title Principal in Charge
 Address 380 Shepard Drive
 Elgin, IL 60123
 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.

Construction Observation

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

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 control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; 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.

Entire Agreement

This Agreement, comprising pages 1 through 10, and Exhibits A and B, 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.

Quality Control

The Consultant agrees to maintain written quality control procedures for the general guidance of its staff in providing services under this Agreement. Such procedures may be modified by the Consultant from time to time as appropriate to the Consultant's professional practice. The Consultant shall utilize these quality-control procedures to the extent practicable in rendering services in accordance with the standard of professional care.

Record Documents

Upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Contractor. These Record Documents will show significant changes made during construction.

Because these Record Documents are based on unverified information provided by other parties which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

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.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. 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 any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

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.

Shop Drawing Review

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

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.

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 water main and storm sewer engineering design services set forth above.

By _____

_____ Date

Title _____

ATTEST:

By _____

Title _____



**City of Geneva
Not-To-Exceed Cost
Water Main & Storm Sewer Improvements**

2017 Hourly Rates		Employee Classification										Direct Cost	Hours	Fee	
Task	Description	E5	E3	E2	T3	T2	S2	S1	ENV 2	A1					
1. Kickoff Meeting / Stakeholder Coordination															
	Prepare "Ballpark" level estimate of probable cost for 2 watermain alternates			6										6	\$ 648.00
	Prepare and attend kick-off meeting with City Staff	2		2										4	\$ 516.00
	Stakeholder Coordination and Public Meeting	4		6										10	\$ 1,248.00
2. Field Review and Data Collection															
	Utility Coordination			4										4	\$ 432.00
	Topographic Survey and Boundary Verification					16	104	14						134	\$ 14,954.00
3. Design Engineering															
	Construction Plans														
	Cover Sheet, General Notes, Summary of Quantities, Alignment and Ties			2		2								4	\$ 392.00
	Site Access Plan			8		4								12	\$ 1,216.00
	Soil Erosion and Sediment Control			4		4								8	\$ 784.00
	Landscaping Plan (Top Soil and Seeding)			4		4								8	\$ 784.00
	Utility Plan & Profile			40		12								52	\$ 5,376.00
	Standard Details			2		4								6	\$ 568.00
	Special Details			8		8								16	\$ 1,568.00
	Quantity Take off and Estimate of Probable Cost			12										12	\$ 1,296.00
	Update specifications/bid document			40						12				52	\$ 5,076.00
	Permitting (including CCDD & IEPA)													0	\$ -
	CCDD (662)								24			\$ 400.00		424	\$ 3,256.00
	IEPA - Notice of Intent (Assume less than 1 acre of disturbance)														
	IEPA - Watermain Construction (Not needed since in-kind diameter)			12										12	\$ 1,296.00
4. Submittal for Review to City															
	75% - Prepare and Submit Plans, Bid Documents, and other documents for review			4										4	\$ 432.00
	90% - Prepare and Submit Plans, Bid Documents, and other documents for review			12		6								18	\$ 1,824.00
	100% - Prepare and Submit Plans, Bid Documents, and other documents for review/approval			6		6								12	\$ 1,176.00
5. Design Project Administration and QA/QC															
	Project Administration and QA/QC	12		6										18	\$ 2,508.00
6. Pre-Construction Services (1 Week)															
	Lead preconstruction meeting and distribute minutes	4			4									8	\$ 1,036.00
	Resident Meeting	4			4									8	\$ 1,036.00
	Construction notification letters				4									4	\$ 436.00
	Utility Coordination				8									8	\$ 872.00
	Project Setup and Quantity Review				20									20	\$ 2,180.00
7. Construction Services (6 Weeks)															
	Project Administration and QA/QC	20												20	\$ 3,000.00
	Verify Construction Layout				12									12	\$ 1,308.00
	Full Time Resident Engineering				168									168	\$ 18,312.00
	Traffic Control / Site Cleanliness Monitoring				24									24	\$ 2,616.00
	Documentation				24									24	\$ 2,616.00
	Weekly Progress Meetings, Stakeholder Coordination (with updates sent to City)	12			12									24	\$ 3,108.00
	As-Built Survey						16							16	\$ 1,888.00
	24-hour contact information and question answering				16									16	\$ 1,744.00
8. Post-Construction Services (1.5 Weeks)															
	Punchlist, Miscellaneous Items, and Final Inspection				8									8	\$ 872.00
	Final Agreement to Quantities				4									4	\$ 436.00
	As-Built Drawings				8	8								16	\$ 1,576.00
	Permit Closing and Job Box Submittal/Closeout				40									40	\$ 4,360.00
Sub-Total		58	6	172	356	74	120	14	24	12	\$	400.00	1236	\$	92,746.00

TOTAL NOT-TO-EXCEED COST	\$ 92,746.00
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- NOTES/ASSUMPTIONS**
- All permit applications will be paid by client.
 - Pre-Construction Duration = 1 Week
 - Construction Duration = 6 Weeks (to be verified after Design Engineering is completed)
 - Post-Construction = 1.5 Weeks
 - No overtime or weekend hours (to be verified after Design Engineering is completed)
 - Not-to-Exceed Cost subject to modification if contractor construction schedule varies from assumed duration or scope changes occur as defined the RFP.



City of Geneva
Check Request

Date 8-14-17 Date Needed 9-5-17

Vendor HLR Vendor # _____

Address 380 Shepard Dr
Elgin, IL 60123-7010

Check Processing Information

Mail Check Return to Department Employee

Justification for Choosing Vendor

Lowest Price Council Approved Other

Reason _____

Paid Advance of Council Approval

Yes* No Date Required _____

*Requires City Administrator's Approval

Account Number	Amount	Description
630.90.96.95-815.30	\$ 12,601.00	Water Main Lining - Dunstan Back Yard (HLR)
Total:	\$ 12,601.00	

Purpose

Approval

BY
Division

[Signature]
Department

Finance Manager

City Administrator

Clear

Invoice

Hampton, Lenzini and Renwick, Inc.
380 Shepard Drive
Elgin, IL 60123-7010
Phone (847) 697-6700



August 9, 2017

Invoice No: 000020171329

Bob Van Gyseghem
 Geneva, City of
 1800 South Street
 Geneva, IL 60134

Project 17.0469.530 Dunstan-Sunset Watermain and Storm Sewer Improvments

Payment request for design and construction engineering services provided for the Dunstan-Sunset Watermain and Storm Sewer Improvements. Invoice calculated in accordance with the agreement dated June 20, 2017 with an upper limit of \$92,746.00.

Professional Services through July 31, 2017

Phase DESIGN Design Engineering Services

Design Engineering Services

Professional Personnel

			Hours	Rate	Amount
Engineer 6					
Newkirk, Randal	7/6/2017		1.00	160.00	160.00
Newkirk, Randal	7/7/2017		1.50	160.00	240.00
Newkirk, Randal	7/14/2017		2.00	160.00	320.00
Newkirk, Randal	7/19/2017		2.00	160.00	320.00
Newkirk, Randal	7/26/2017		2.00	160.00	320.00
Engineer 2					
Yuill, Dirk	7/7/2017		5.50	108.00	594.00
Totals			14.00		1,954.00
Total Labor					1,954.00
				Total this Phase	\$1,954.00

Phase SURVEY Topographic and Land Surveying Services

Topographic and Land Surveying Services

Professional Personnel

			Hours	Rate	Amount
Intern/Temporary					
Lyon, Hunter	7/20/2017		4.00	51.00	204.00
Survey 2					
Haglund, Eric	7/11/2017		1.00	118.00	118.00
Sweet, John	7/11/2017		3.50	118.00	413.00
Sweet, John	7/12/2017		8.00	118.00	944.00
Sweet, John	7/13/2017		8.00	118.00	944.00
Sweet, John	7/14/2017		8.00	118.00	944.00
Sweet, John	7/17/2017		5.00	118.00	590.00

Project	17.0469.530	Dunstan-Sunset Watermain and Storm			Invoice	000020171329
Sweet, John		7/18/2017	7.00	118.00	826.00	
Sweet, John		7/20/2017	4.00	118.00	472.00	
Sweet, John		7/21/2017	8.00	118.00	944.00	
Sweet, John		7/24/2017	8.00	118.00	944.00	
Sweet, John		7/25/2017	7.00	118.00	826.00	
Sweet, John		7/26/2017	8.00	118.00	944.00	
Sweet, John		7/27/2017	7.00	118.00	826.00	
Sweet, John		7/28/2017	6.00	118.00	708.00	
Totals			92.50		10,647.00	
Total Labor						10,647.00

Total this Phase \$10,647.00

Billing Limits

	Current	Prior	To-Date
Total Billings	12,601.00	0.00	12,601.00
Limit			92,746.00
Remaining			80,145.00

Total this Invoice \$12,601.00

Billings to Date

	Current	Prior	Total	Received
Labor	12,601.00	0.00	12,601.00	
Totals	12,601.00	0.00	12,601.00	0.00

Invoice

Hampton, Lenzini and Renwick, Inc.
380 Shepard Drive
Elgin, IL 60123-7010
Phone (847) 697-6700

December 8, 2017
 Invoice No: 000020172206



Bob Van Gyseghem
 Geneva, City of
 1800 South Street
 Geneva, IL 60134

Project 17.0469.530 Dunstan-Sunset Watermain and Storm Sewer Improvments

Payment request for design and construction engineering services provided for the Dunstan-Sunset Watermain and Storm Sewer Improvements. Invoice calculated in accordance with the agreement dated June 20, 2017 with an upper limit of \$92,746.00.

Professional Services through November 30, 2017

Phase	CONST	Construction Engineering Services			
Professional Personnel					
			Hours	Rate	Amount
Engineer 6					
Newkirk, Randal		11/30/2017	1.00	160.00	160.00
Engineer 2					
Chambers, James		11/29/2017	1.50	108.00	162.00
Chambers, James		11/30/2017	2.50	108.00	270.00
		Totals	5.00		592.00
		Total Labor			592.00
				Total this Phase	\$592.00

Phase	DESIGN	Design Engineering Services			
Professional Personnel					
			Hours	Rate	Amount
Engineer 6					
Newkirk, Randal		11/8/2017	1.00	160.00	160.00
Engineer 1					
Piekarski, Nicholas		11/9/2017	1.75	85.00	148.75
Piekarski, Nicholas		11/22/2017	3.50	85.00	297.50
Piekarski, Nicholas		11/27/2017	8.50	85.00	722.50
Piekarski, Nicholas		11/28/2017	4.50	85.00	382.50
Piekarski, Nicholas		11/29/2017	1.00	85.00	85.00
		Totals	20.25		1,796.25
		Total Labor			1,796.25

Reimbursable Expenses

Blouzdis, Courtney				
9/29/2017	Blouzdis, Courtney	Mileage to Dunstan-Sunset Site	23.64	
	Total Reimbursables		23.64	23.64
		Total this Phase		\$1,819.89

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,411.89	31,184.25	33,596.14	
Limit			92,746.00	
Remaining			59,149.86	
		Total this Invoice		\$2,411.89

Billings to Date

	Current	Prior	Total	Received
Labor	2,388.25	31,105.25	33,493.50	
Expense	23.64	79.00	102.64	
Totals	2,411.89	31,184.25	33,596.14	31,184.25