



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

May 3, 2020

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

**Re: Eagle Brook and On Brentwoods Native Area Management Sites
Geneva Public Works Department Environmental Agreement**

Dear Mr. Babica:

We have prepared this letter to serve as the agreement between the City of Geneva and our firm for environmental services requested to manage three sites located in Geneva, Illinois. The two native area management sites include: Eagle Brook Subdivision wetlands, and On Brentwoods Pond.

Eagle Brook is a 72-acre site that includes a main wetland with two channels – one on the north side and one on the west side. Our team has had the opportunity to manage the Eagle Brook site since 2011, giving us detailed insight and understanding of the challenges including invasive species, beaver activity, and drainage concerns.

On Brentwoods Pond is an approximately 1.5-acre naturalized basin located at the southwest corner of Peck Road and Keslinger Road. HLR has been managing this pond since November 2016. Our first priority was cleaning out the built-up vegetation within the outlets and inlets since the site was experiencing drainage issues. Woody removal has been our focus for the 2017 season, removing invasives such as buckthorn, mulberry, honeysuckle, and willows. This helped open the pond for adjacent residences. Our focus going forward will be removing all undesirable woody species around the pond, increasing the functionality and aesthetics of the site.

This proposal includes work to be completed from May 2020 through April 2021.

Management Scope of Services

Our management objectives will prevent invasive spread, reduce total coverage of invasives, and establish a self-sustaining ecosystem of native plants that can compete in the habitat. We will install aggressive native species that can compete with the invasives.

A combination of maintenance techniques will be utilized on the site. The most effective treatment, based on ecological and economic factors, will be implemented. HLR is proposing a combination of mechanical removal, herbiciding, and mowing, to enhance the native ecosystem and wetland vegetation quality.

Chemical Invasive Control

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to purple loosestrife, reed canary grass and common reed. If populations of these species appear or begin to increase, they will be controlled by “wick” or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall. Inspections for invasive species will be conducted early in the growing season (between May 1st and June 1st).

The Illinois EPA requires a permit for the application of pesticides on or near water bodies. HLR will apply for a National Pollutant Discharge Elimination System (NPDES) permits for Eagle Brook Subdivision wetlands, and On Brentwood Pond. All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Mechanical Control

HLR is proposing to cut the sites via mowing or brush cutting after all invasives have been successfully treated with herbicide. Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species and may be implemented in select areas of the sites. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants.

Enhancement

Seeding areas after a prescribed burn is a very effective way of introducing new species. The areas where invasive species are eliminated will be seeded with a customized wetland or prairie seed mix, as necessary. Introducing additional native species will limit habitat for invasive species and prevent future issues. After the burn, prairie areas will be overseeded with an aggressive custom seed mix to combat invasive species, enhance the aesthetics of the site, and promote diversity of the ecosystem. In addition to native grasses, aggressive flowering natives that have very long blooming periods will be added, providing an attractive and constructive addition to the ecosystem.

We also will be enhancing the wetland areas with live native plants. As the cattail populations are reduced, the wetland areas will be supplemented with aggressive native species to prevent cattail and common reed seedlings from having space and light to grow. The native species provide habitat and enhance the ecosystem for local wildlife.

Fee Schedule

This proposal includes work completed from May 2020 through April 2021.

Eagle Brook – May 2020 through April 2021 Maintenance Activities	
Conduct a Floristic Quality Assessment (FQA) along 4 transect areas prior to maintenance work	\$1,000
Monitoring report	\$2,500
Invasive control along 2 drainage ways	\$2,600
Invasive control within main wetland area, Fairways Circle berm mow	\$11,500
Native Wetland Seed Install	\$4,000
Native Wetland Plug Install (approximately 800 plugs)	\$3,000
Native Pollinator Live Plant Install (approximately 1,050 plugs)	\$4,000
Native Pollinator Shrub Install	\$3,000
Drainageway Maintenance – 10 treatments with hand tools	\$6,000
Total	\$37,600

On Brentwoods Pond – May 2020 through April 2021 Maintenance Activities	
Invasive control for spillway	\$ 500.00
Inlet and outlet cleaning	\$ 600.00
Invasive tree removal	\$ 1,400.00
Native Wetland Seed/Shrub/Plant Install	\$ 500.00
Total	\$ 3,000.00

Services not set forth above are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

Recommended Budget Amounts

We have included tables below which show the recommended budgeting amounts for the 2021 to 2022 year as well as optional tasks.

Eagle Brook – May 2021 through April 2022 Maintenance Activities	
Conduct a Floristic Quality Assessment (FQA) along 4 transect areas prior to maintenance work	\$1,000
Monitoring report	\$2,500
Invasive control along 2 drainage ways	\$2,600
Invasive control within main wetland area, Fairways Circle berm mow	\$11,500
Native Wetland Seed Install	\$4,000
Native Wetland Plug Install (approximately 800 plugs)	\$3,000
Native Pollinator Live Plant Install (approximately 1,050 plugs)	\$4,000
Native Pollinator Shrub Install	\$3,000
Drainageway maintenance and debris removal – 10 treatments with hand tools	\$6,000
Total	\$37,600

On Brentwoods Pond – May 2021 through April 2022 Maintenance Activities	
Invasive control for spillway	\$ 900
Inlet and outlet cleaning	\$ 600
Invasive tree removal	\$ 1,000
Native Wetland Seed/Shrub/Plant Install	\$ 500
Total	\$ 3,000

Optional Tasks- Eagle Brook	
Tree Felling – Per Hour – Tree Removal Crew – Fell trees and Clean-Up – Minimum 8 hours	\$425
Log Removal – Per Load	\$570
Wetland Mow	\$16,500
Presentation to City Council or Homeowner's Association	\$400
Drainageway maintenance and debris removal- 1 treatment- 5 hours for 2 people	\$600

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$40,600.00 from May 2020 through April 2021.

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

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.

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.

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 subconsultants 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 subconsultants (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.

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, subconsultants, 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.

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 subconsultants (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.

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, subconsultants, 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 the City of Geneva's approval, please have the proper official 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 me at 847-697-6700.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.



Erica Spolar
Executive Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for native area management activities from May 2020 to April 2021 set forth above.

By Stephane Kl

05 June 2020
Date

Title City Administrator
