



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Agreement for Construction Engineering Services		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water & Wastewater		
Date:	March 17, 2025		
<b>Please Check Appropriate Box:</b>			
<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			
Estimated Cost: \$340,197.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>FY26 includes three water main replacement projects; Division Street, Anderson Blvd, and Delnor Health &amp; Fitness Center. Construction Engineering services are needed to make sure the water main is installed properly, coordinate the construction with affected property owners, verify the construction layout, produce As-Built Drawings, and review pay applications. Hampton, Lenzini and Renwick (HLR) performed design engineering services for Anderson Blvd and Delnor. Staff has negotiated an agreement with HLR to perform construction engineering services for the three replacement projects. HLR performed construction engineering services for the Dunstan/Sunset Rd. Water Main Replacement in 2018 and staff was satisfied with their work.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Engineering Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons 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>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of a Resolution Authorizing Execution of a Professional Services Agreement with Hampton, Lenzini and Renwick in an amount not-to-exceed \$340,197.00 for construction engineering services.</p>			

**RESOLUTION NO. 2025-29**

**RESOLUTION AUTHORIZING EXECUTION OF  
Professional Service Agreement for Construction  
Engineering Services for Water Distribution Projects**

---

**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, approval of a professional engineering service agreement with Hampton, Lenzini and Renwick, Inc., for construction engineering services related to water distribution projects (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 \_\_\_\_ day of \_\_\_\_\_, 2025

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Hampton, Lenzini and Renwick, Inc.**  
 Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
 www.hlrengineering.com

February 26, 2025

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

**Re: Construction Engineering Agreements  
 2025 Water Distribution Projects  
 Anderson Blvd / Division Street / Delnor Campus**

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 construction engineering services requested relative to the 2025 Water Distribution Projects.

#### **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:

- Assistance entering a residence for a water service connection to the meter. This is to reduce liability by having outside representative to observe

#### **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.

1707 N. Randall Road  
 Suite 100  
 Elgin, IL 60123  
 Tel. 847.697.6700  
 Fax 847.697.6753

380 Shepard Drive  
 Elgin, Illinois 60123-7010  
 Tel. 847.697.6700  
 Fax 847.697.6753

380 N. Terra Cotta Road  
 Unit G  
 Crystal Lake, Illinois 60012  
 Tel. 847.697.6700  
 Fax 847.697.6753

3085 Stevenson Drive  
 Suite 201  
 Springfield, Illinois 62703  
 Tel. 217.546.3400  
 Fax 217.546.8116

323 West 3rd Street  
 P.O. Box 160  
 Mt Carmel, Illinois 62863  
 Tel. 618.262.8651  
 Fax 618.263.3327

<b>Employee Classification</b>	<b>2025 Rates</b>
PRINCIPAL	\$ 240.00
ENGINEER 6	\$ 220.00
ENGINEER 5	\$ 200.00
ENGINEER 4	\$ 190.00
ENGINEER 3	\$ 175.00
ENGINEER 2	\$ 145.00
ENGINEER 1	\$ 130.00
STRUCTURAL 2	\$ 240.00
STRUCTURAL 1	\$ 200.00
TECHNICIAN 3	\$ 170.00
TECHNICIAN 2	\$ 140.00
TECHNICIAN 1	\$ 115.00
INTERN/TEMPORARY	\$ 70.00
LAND ACQUISITION	\$ 180.00
SURVEY 2	\$ 180.00
SURVEY 1	\$ 130.00
ENVIRONMENTAL 3	\$ 190.00
ENVIRONMENTAL 2	\$ 140.00
ENVIRONMENTAL 1	\$ 115.00
ADMINISTRATION 2	\$ 155.00
ADMINISTRATION 1	\$ 100.00

These rates will remain in effect through December 31, 2025. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2026.

At this time, we estimate the cost of our services will not exceed \$340,197.00. A breakdown of the cost are as follows:

- Anderson Blvd = \$189,147.00
- Division Street = \$90,440.00
- Delnor Campus = \$60,610.00

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 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.

2025 Water Distribution Projects – Construction Engineering  
 City of Geneva  
 February 26, 2025  
 Page 3

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	630.232.1501
E-mail	bvangyseghem@geneva.il.us

#### For the Consultant:

Name	Randal G. Newkirk, PE
Title	Principal in Charge
Address	1707 N. Randall Road, Suite 100 Elgin, IL 60123
Office Phone	847.697.6700
Cell Phone	630.803.7508
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.

### **Confidential Communications**

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

### **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

2025 Water Distribution Projects – Construction Engineering  
City of Geneva  
February 26, 2025  
Page 5

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, Lenzi 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.

#### **Entire Agreement**

This Agreement, comprising pages 1 through 11, 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.

2025 Water Distribution Projects – Construction Engineering  
City of Geneva  
February 26, 2025  
Page 6

### **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.

**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

2025 Water Distribution Projects – Construction Engineering  
City of Geneva  
February 26, 2025  
Page 8

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.

#### **IEPA Specific Required Agreement Language:**

##### **Audit and Access to Records**

The Consultant agrees to:

- a. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting

Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

#### **Covenant Against Contingent Fees**

The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

#### **USEPA Nondiscrimination**

The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **USEPA Fair Share Percentage**

The Consultant agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the Consultant acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs

2025 Water Distribution Projects – Construction Engineering  
City of Geneva  
February 26, 2025  
Page 11

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 construction engineering services set forth above.

By \_\_\_\_\_

\_\_\_\_\_

Date

Title \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**  
**Scope of Service**  
**2025 Water Distribution Improvements**  
**Anderson Boulevard & Lead Service Line Replacements**  
**City of Geneva**

**SCOPE OF SERVICES**

The City of Geneva (hereinafter the "Client") has requested professional engineering services for 2025 Water Distribution Improvements-Anderson Boulevard & Lead Service Line Replacements (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:

- Scope request from Bob Van Gyseghem ([bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us))
- Site Review
- Engineering Plans and Bid Documents

The following is a list of basic project understandings

- Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
- Documentation in accordance with Illinois Environmental Protection Agency (IEPA) and Illinois Department of Transportation (IDOT) requirements for State Funded Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review of contractor layout for work identified in the project documents
- Review and routing of contractor submittals to the appropriate agencies
- Coordination with Project Stakeholders including the Client and related agencies (School Districts, First Responders, Illinois Environmental Protection Agency), Contractor, residents and businesses within the project limits items relating to the scope of this project
- Regular communication with project stakeholders at the required intervals relating to the scope of this project
- Coordination with Sub-consultant for material testing services is not included
- Coordination with public utilities for relocation as identified in the project documents
- Locating of Private or Public Utilities is not included
- Evaluation of excavated materials for presence of contaminants is not included

The project limits are understood to be Anderson Boulevard from IL 38 to Gray Street

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

Bid Opening (Local)	May 2025
Board Approval – Construction	May 2025
Start of Construction	June 2025
End of Construction	November 2025

### **PHASE III Construction ENGINEERING**

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be **15 weeks**. For purposes in this agreement Full Time considered to be no more than 40 hours per week. For purposes of this contract 5 hours of Overtime has been included for the Resident Engineer/Inspector for the full 15 weeks of construction. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than **80 hours**. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Project Manager – Part Time (12 Hours Per Week)
- Resident Engineer/Technician – Full Time

The following items are included in the construction engineering scope of services:

#### **1. Pre-Construction Services**

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- **Kick-off Meeting:** HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- **Locally Funded Project Pre-Construction Meeting:** For the locally funded projects, HLR will lead a pre-construction meeting with the contractor and Clients Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule.
- **Special Construction Meeting:** HLR has included time to coordinate 4 meetings with the project stakeholders prior to the start or throughout construction:

In addition, we will regularly communicate with them throughout the construction process.

- **Public Relations:** HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents and business throughout the project. In addition, HLR will provide the following additional public relations measures:
  - Provide 24-hour contact information to Client and specified Stakeholders
  - Weekly construction status to the City
- **Project Setup:** We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

## 2. Construction Services

- **Verify Construction Layout:** HLR will provide line/grade assistance and confirm layout for the work. This will also include extensive on-site coordination regarding accessible ramp design and layout.
- **Resident Engineer/Technician:** HLR will provide full-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.
- **Documentation:** Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).
- **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the City weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
- **Material Tracking / Yield Checks:** HLR will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.
- **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

## 3. Post-Construction Services

- **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- **As-Built Drawings:** HLR will prepare drafted final as-built drawings that have change. The as-built plans will include GPS survey of critical elevations and pipe inverts. These will also be provided in Microstation format.
- **Final Quantities:** HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

**EXHIBIT A.2  
DETAILED COST BREAKDOWN  
CONSTRUCTION ENGINEERING SERVICES  
2025 Water Distribution Improvements - Anderson Blvd Watermain Improvements  
City of Geneva**

VISION PHASE NAME	Project Phase/Task	Employee Classification				Direct Costs	Hours	Fee
		PR	E5	E2	T1			
		Hrs	Hrs	Hrs	Hrs			
<b>CONST</b>	<b>7 CONSTRUCTION ENGINEERING SERVICES</b>							
	Pre-Construction Services					0	\$ -	
	Pre-Construction Meeting	1	1	1		3	\$ 585.00	
	Kick-Off Meeting - NOT ANTICIPATED					0	\$ -	
	Public Relations					0	\$ -	
	Stakeholder Meetings (4 Meeting Anticipated)		4	4		8	\$ 1,380.00	
	Construction Notification Letters Coordination		8			8	\$ 1,600.00	
	Plan and Quantity Review - NOT ANTICIPATED					0	\$ -	
	ADA/PROWAG Coordination - NOT ANTICIPATED					0	\$ -	
	Project Setup		8	24		32	\$ 5,080.00	
	Construction Services					0	\$ -	
	Construction Observation		180	713		893	\$ 139,312.50	
	Verify Construction Layout-INCLUDED					0	\$ -	
	Material Tracking/Yield Checks - INCLUDED					0	\$ -	
	Erosion and Sediment Control Inspections - INCLUDED					0	\$ -	
	Traffic Control / Site Cleanliness Monitoring - INCLUDED					0	\$ -	
	Progress Meetings - INSPECTOR TIME INCLUDED		16			16	\$ 3,200.00	
	Public Relations					0	\$ -	
	Stakeholder Meetings - NOT ANTICIPATED					0	\$ -	
	Construction Notification Letters - NOT ANTICIPATED					0	\$ -	
	E-Blasts - NOT ANTICIPATED					0	\$ -	
	Weekly Construction Status to the Village		16			16	\$ 3,200.00	
	Social Media Updates - NOT ANTICIPATED					0	\$ -	
	Project Website Updates - NOT ANTICIPATED					0	\$ -	
	Post-Construction Services					0	\$ -	
	Punchlist and Final Inspection		4	32		36	\$ 5,440.00	
	Final Agreement to Quantities		12	48		60	\$ 9,360.00	
	As-Built Survey-INCLUDED					0	\$ -	
	As-Built Drawings			12	12	24	\$ 3,120.00	
	Permit Closing-NOT ANTICIPATED					0	\$ -	
	Project Closeout and Job Box Submittal		8	8		16	\$ 2,760.00	
						0	\$ -	
<b>PERMIT</b>	<b>11 PERMITTING</b>							
	Prepare IEPA Watermain Operating Permit			8		8	\$ 1,160.00	
						0	\$ -	
<b>COORD</b>	<b>12 CONSULTATION AND COORDINATION</b>							
	Prepare and Attend Kick-off Meeting	1	2	2		5	\$ 930.00	
	Prepare and Attend Coordination Meeting - NOT ANTICIPATED					0	\$ -	
	Prepare Monthly Status Report to Client		4			4	\$ 800.00	
	Utility Coordination					0	\$ -	
	Construction Coordination					0	\$ -	
	(Assume 5 utility agencies x 4 hours per agency)			20		20	\$ 2,900.00	
						0	\$ -	
<b>ADMIN</b>	<b>13 QUALITY ASSURANCE AND PROJECT ADMINISTRATION</b>							
	Quality Assurance and Quality Control					0	\$ -	
	Construction Engineering QAQC	4	16			20	\$ 4,160.00	
	Project Administration					0	\$ -	
	Construction Engineering Project Administration	4	16			20	\$ 4,160.00	
						0	\$ -	
<b>TOTALS</b>		<b>10</b>	<b>295</b>	<b>872</b>	<b>12</b>	<b>1189</b>	<b>\$ 189,147.50</b>	

**EXHIBIT A**  
**Scope of Service**  
**2025 Water Distribution Improvements**  
**Division Street Watermain Improvements**  
**City of Geneva**

**SCOPE OF SERVICES**

The City of Geneva (hereinafter the "Client") has requested professional engineering services for 2025 Water Distribution Improvements- Division Street Watermain Improvements (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:

- Scope request from Bob Van Gyseghem ([bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us))
- Site Review
- Engineering Plans and Bid Documents

The following is a list of basic project understandings

- Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
- Documentation in accordance with Illinois Environmental Protection Agency (IEPA) and Illinois Department of Transportation (IDOT) requirements for State Funded Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review of contractor layout for work identified in the project documents
- Review and routing of contractor submittals to the appropriate agencies
- Coordination with Project Stakeholders including the Client and related agencies (School Districts, First Responders, Illinois Environmental Protection Agency), Contractor, residents and businesses within the project limits items relating to the scope of this project
- Regular communication with project stakeholders at the required intervals relating to the scope of this project
- Coordination with Sub-consultant for material testing services is not included
- Coordination with public utilities for relocation as identified in the project documents
- Locating of Private or Public Utilities is not included
- Evaluation of excavated materials for presence of contaminants is not included

The project limits are understood to be Division Street from IL 25 to East Side Drive

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

Bid Opening (Local)	May 2025
Board Approval – Construction	May 2025
Start of Construction	June 2025
End of Construction	October 2025

### **PHASE III Construction ENGINEERING**

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be **8 weeks**. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than **44 hours**. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Project Manager – Part Time (12 Hours Per Week)
- Resident Engineer/Technician – Full Time

The following items are included in the construction engineering scope of services:

#### **1. Pre-Construction Services**

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- **Kick-off Meeting:** HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- **Locally Funded Project Pre-Construction Meeting:** For the locally funded projects, HLR will lead a pre-construction meeting with the contractor and Clients Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule.
- **Special Construction Meeting:** HLR has included time to coordinate 1 meeting with the project stakeholders prior to the start or throughout construction:

In addition, we will regularly communicate with them throughout the construction process.

- **Public Relations:** HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents and business throughout the project. In addition, HLR will provide the following additional public relations measures:
  - Provide 24-hour contact information to Client and specified Stakeholders
  - Weekly construction status to the City
- **Project Setup:** We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

## 2. Construction Services

- **Verify Construction Layout:** HLR will provide line/grade assistance and confirm layout for the work. This will also include extensive on-site coordination regarding accessible ramp design and layout.
- **Resident Engineer/Technician:** HLR will provide full-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.
- **Documentation:** Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).
- **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the City weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
- **Material Tracking / Yield Checks:** HLR will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.
- **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

## 3. Post-Construction Services

- **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- **As-Built Drawings:** HLR will prepare drafted final as-built drawings that have change. The as-built plans will include GPS survey of critical elevations and pipe inverts. These will also be provided in Microstation format.
- **Final Quantities:** HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

**EXHIBIT A.2  
DETAILED COST BREAKDOWN  
CONSTRUCTION ENGINEERING SERVICES  
2025 Water Distribution Improvements - Division Street Watermain Improvements  
City of Geneva**

VISION PHASE NAME	Project Phase/Task	Employee Classification				Direct Costs	Hours	Fee
		PR	E5	E2	T1			
		Hrs	Hrs	Hrs	Hrs			
<b>CONST</b>	<b>7 CONSTRUCTION ENGINEERING SERVICES</b>							
	Pre-Construction Services					0	\$	-
	Pre-Construction Meeting	1	1	1		3	\$	585.00
	Kick-Off Meeting - NOT ANTICIPATED					0	\$	-
	Public Relations					0	\$	-
	Stakeholder Meetings (1 Meeting Anticipated)		1	1		2	\$	345.00
	Construction Notification Letters Coordination		1			1	\$	200.00
	Plan and Quantity Review - NOT ANTICIPATED					0	\$	-
	ADA/PROWAG Coordination - NOT ANTICIPATED					0	\$	-
	Project Setup		1	4		5	\$	780.00
	Construction Services					0	\$	-
	Construction Observation		96	320		416	\$	65,600.00
	Verify Construction Layout-INCLUDED					0	\$	-
	Material Tracking/Yield Checks - INCLUDED					0	\$	-
	Erosion and Sediment Control Inspections - INCLUDED					0	\$	-
	Traffic Control / Site Cleanliness Monitoring - INCLUDED					0	\$	-
	Progress Meetings - INSPECTOR TIME INCLUDED		8			8	\$	1,600.00
	Public Relations					0	\$	-
	Stakeholder Meetings - NOT ANTICIPATED					0	\$	-
	Construction Notification Letters - NOT ANTICIPATED					0	\$	-
	E-Blasts - NOT ANTICIPATED					0	\$	-
	Weekly Construction Status to the Village		8			8	\$	1,600.00
	Social Media Updates - NOT ANTICIPATED					0	\$	-
	Project Website Updates - NOT ANTICIPATED					0	\$	-
	Post-Construction Services					0	\$	-
	Punchlist and Final Inspection		1	12		13	\$	1,940.00
	Final Agreement to Quantities		4	32		36	\$	5,440.00
	As-Built Survey-INCLUDED					0	\$	-
	As-Built Drawings			4	4	8	\$	1,040.00
	Permit Closing-NOT ANTICIPATED					0	\$	-
	Project Closeout and Job Box Submittal		4	4		8	\$	1,380.00
						0	\$	-
<b>PERMIT</b>	<b>11 PERMITTING</b>							
	Prepare IEPA Watermain Operating Permit			4		4	\$	580.00
						0	\$	-
<b>COORD</b>	<b>12 CONSULTATION AND COORDINATION</b>							
	Prepare and Attend Kick-off Meeting	1	2	2		5	\$	930.00
	Prepare and Attend Coordination Meeting - NOT ANTICIPATED					0	\$	-
	Prepare Monthly Status Report to Client		2			2	\$	400.00
	Utility Coordination					0	\$	-
	Construction Coordination					0	\$	-
	(Assume 5 utility agencies x 4 hours per agency)			20		20	\$	2,900.00
						0	\$	-
<b>ADMIN</b>	<b>13 QUALITY ASSURANCE AND PROJECT ADMINISTRATION</b>							
	Quality Assurance and Quality Control					0	\$	-
	Construction Engineering QAQC	4	8			12	\$	2,560.00
	Project Administration					0	\$	-
	Construction Engineering Project Administration	4	8			12	\$	2,560.00
						0	\$	-
<b>TOTALS</b>		<b>10</b>	<b>145</b>	<b>404</b>	<b>4</b>	<b>563</b>	<b>\$</b>	<b>90,440.00</b>

**EXHIBIT A**  
**Scope of Service**  
**2025 Water Distribution Improvements**  
**Delnor Health & Fitness Center**  
**City of Geneva**

**SCOPE OF SERVICES**

The City of Geneva (hereinafter the "Client") has requested professional engineering services for 2025 Water Distribution Improvements- Delnor Health & Fitness Center (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:

- Scope request from Bob Van Gyseghem ([bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us))
- Site Review
- Engineering Plans and Bid Documents

The following is a list of basic project understandings

- Daily Observation of Construction Activities for compliance with the intent of the Plans and Specifications
- Documentation in accordance with Illinois Environmental Protection Agency (IEPA) and Illinois Department of Transportation (IDOT) requirements for State Funded Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review of contractor layout for work identified in the project documents
- Review and routing of contractor submittals to the appropriate agencies
- Coordination with Project Stakeholders including the Client and related agencies (School Districts, First Responders, Illinois Environmental Protection Agency), Contractor, residents and businesses within the project limits items relating to the scope of this project
- Regular communication with project stakeholders at the required intervals relating to the scope of this project
- Coordination with Sub-consultant for material testing services is not included
- Coordination with public utilities for relocation as identified in the project documents
- Locating of Private or Public Utilities is not included
- Evaluation of excavated materials for presence of contaminants is not included

The project limits are understood to be as identified in the plan set entitled 2025 Water Distribution Improvements Delnor Health & Fitness Center completed by Hampton, Lenzini and Renwick, Inc.

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

Bid Opening (Local)	March 2025
Board Approval – Construction	April 2025
Start of Construction	May 2025
End of Construction	August 2025

### **PHASE III Construction ENGINEERING**

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be **5 weeks**. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than **32 hours**. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Project Manager – Part Time (12 Hours Per Week)
- Resident Engineer/Technician – Full Time

The following items are included in the construction engineering scope of services:

#### **1. Pre-Construction Services**

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- **Kick-off Meeting:** HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- **Locally Funded Project Pre-Construction Meeting:** For the locally funded projects, HLR will lead a pre-construction meeting with the contractor and Clients Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule.
- **Special Construction Meeting:** HLR has included time to coordinate 1 meeting with the project stakeholders prior to the start or throughout construction:

In addition, we will regularly communicate with them throughout the construction process.

- **Public Relations:** HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents and business throughout the project. In addition, HLR will provide the following additional public relations measures:
  - Provide 24-hour contact information to Client and specified Stakeholders
  - Weekly construction status to the City
- **Project Setup:** We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

## 2. Construction Services

- **Verify Construction Layout:** HLR will provide line/grade assistance and confirm layout for the work. This will also include extensive on-site coordination regarding accessible ramp design and layout.
- **Resident Engineer/Technician:** HLR will provide full-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.
- **Documentation:** Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).
- **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the City weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
- **Material Tracking / Yield Checks:** HLR will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.
- **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

## 3. Post-Construction Services

- **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- **As-Built Drawings:** HLR will prepare drafted final as-built drawings that have change. The as-built plans will include GPS survey of critical elevations and pipe inverts. These will also be provided in Microstation format.
- **Final Quantities:** HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

**EXHIBIT A.2  
 DETAILED COST BREAKDOWN  
 CONSTRUCTION ENGINEERING SERVICES  
 2025 Water Distribution Improvements - Delnor Health & Fitness Center  
 City of Geneva**

VISION PHASE NAME	Project Phase/Task	Employee Classification				Direct Costs	Hours	Fee
		PR	E5	E2	T1			
		Hrs	Hrs	Hrs	Hrs			
<b>CONST</b>	<b>7 CONSTRUCTION ENGINEERING SERVICES</b>							
	Pre-Construction Services					0	\$	-
	Pre-Construction Meeting	1	1	1		3	\$	585.00
	Kick-Off Meeting - NOT ANTICIPATED					0	\$	-
	Public Relations					0	\$	-
	Stakeholder Meetings (1 Meeting Anticipated)		1	1		2	\$	345.00
	Construction Notification Letters Coordination		1			1	\$	200.00
	Plan and Quantity Review - NOT ANTICIPATED					0	\$	-
	ADA/PROWAG Coordination - NOT ANTICIPATED					0	\$	-
	Project Setup		1	4		5	\$	780.00
	Construction Services					0	\$	-
	Construction Observation		60	200		260	\$	41,000.00
	Verify Construction Layout-INCLUDED					0	\$	-
	Material Tracking/Yield Checks - INCLUDED					0	\$	-
	Erosion and Sediment Control Inspections - INCLUDED					0	\$	-
	Traffic Control / Site Cleanliness Monitoring - INCLUDED					0	\$	-
	Progress Meetings - INSPECTOR TIME INCLUDED		5			5	\$	1,000.00
	Public Relations					0	\$	-
	Stakeholder Meetings - NOT ANTICIPATED					0	\$	-
	Construction Notification Letters - NOT ANTICIPATED					0	\$	-
	E-Blasts - NOT ANTICIPATED					0	\$	-
	Weekly Construction Status to the Village		5			5	\$	1,000.00
	Social Media Updates - NOT ANTICIPATED					0	\$	-
	Project Website Updates - NOT ANTICIPATED					0	\$	-
	Post-Construction Services					0	\$	-
	Punchlist and Final Inspection		1	8		9	\$	1,360.00
	Final Agreement to Quantities		4	24		28	\$	4,280.00
	As-Built Survey-INCLUDED					0	\$	-
	As-Built Drawings			4	4	8	\$	1,040.00
	Permit Closing-NOT ANTICIPATED					0	\$	-
	Project Closeout and Job Box Submittal		4	4		8	\$	1,380.00
						0	\$	-
<b>PERMIT</b>	<b>11 PERMITTING</b>							
	Prepare IEPA Watermain Operating Permit			2		2	\$	290.00
						0	\$	-
<b>COORD</b>	<b>12 CONSULTATION AND COORDINATION</b>							
	Prepare and Attend Kick-off Meeting	1	2	2		5	\$	930.00
	Prepare and Attend Coordination Meeting - NOT ANTICIPATED					0	\$	-
	Prepare Monthly Status Report to Client - NOT ANTICIPATED					0	\$	-
	Utility Coordination					0	\$	-
	Construction Coordination					0	\$	-
	(Assume 5 utility agencies x 4 hours per agency)			20		20	\$	2,900.00
						0	\$	-
<b>ADMIN</b>	<b>13 QUALITY ASSURANCE AND PROJECT ADMINISTRATION</b>							
	Quality Assurance and Quality Control					0	\$	-
	Construction Engineering QAQC	4	4			8	\$	1,760.00
	Project Administration					0	\$	-
	Construction Engineering Project Administration	4	4			8	\$	1,760.00
						0	\$	-
<b>TOTALS</b>		<b>10</b>	<b>93</b>	<b>270</b>	<b>4</b>	<b>377</b>	<b>\$</b>	<b>60,610.00</b>