

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HAMPTON, LENZINI AND RENWICK, INC.
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR SIDEWALK REPAIRS ON COUNTY CAMPUS
FOR FACILITIES MANAGEMENT

This Professional Service Agreement ("AGREEMENT"), is made this 28th day of March, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Hampton, Lenzini and Renwick, Inc., licensed to do business in the State of Illinois, with offices at 380 Shepard Dr. Elgin, IL 60123; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for sidewalk repairs on County Campus; and

WHEREAS, Hampton, Lenzini, and Renwick, Inc. ("CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353 of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the Facilities Management Department, (hereinafter referred to as the "DEPUTY

DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR, or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DEPUTY DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed one hundred twenty-one thousand five hundred sixty dollars and no cents (\$121,560.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3

For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the *percentage* of work satisfactorily completed during each invoice period.

7.4 *Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.*

7.4.a *For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.*

7.4.b *CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.*

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the

amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The

CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.

- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT. Said indemnity shall be limited as follows:

With regard to professional liability claims: CONSULTANT shall indemnify and hold the COUNTY and its officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are finally determined by a court of competent jurisdiction to have been caused by the negligent or willful acts or omissions of CONSULTANT, its employees and its consultants in the performance of professional services under this Agreement. Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of such liability or to pay any amount that exceeds CONSULTANT'S finally determined percentage of liability based upon the comparative fault of CONSULTANT, its employees and its subconsultants.

With regard to general liability claims: CONSULTANT shall indemnify and hold the COUNTY (and other indemnitees), and their officers and employees harmless, and defend , from and against damages, losses, and judgments arising from bodily injury or property damage claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are finally determined by a court of competent jurisdiction to have been caused by the negligent or willful acts or omissions of CONSULTANT, its employees and its consultants in the performance of services under this Agreement.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and its vendors', standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a

Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the

Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2024, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the

property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY.

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

- 21.1 Any required notice shall be sent to the following addresses and parties:

Hampton, Lenzini and Renwick, Inc.
380 Shephard Drive
Elgin, IL 60123
ATTN: Randy Newkirk

DuPage County Department of Facilities Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Tim Harbaugh

DuPage County State's Attorney's Office
503 N. County Farm Road
Wheaton, IL 60187
ATTN: Civil Bureau

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); or (b) served

by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

- 24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.
- 24.2 RESERVED
- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

- 24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

HAMTON, LENZINI AND RENWICK, INC.

BY: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

BY: Signature on file
RANDY NEWKIRK
CORPORATE SECRETARY

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK,
COUNTY CLERK

BY: Signature on file
NAME: Amy McSwane
TITLE: Corp. Treasurer

EXHIBIT A
Scope of Service
Evaluation and Design of Sidewalk Improvements at DuPage County Campus
Phase I & II
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.

SCOPE OF SERVICES

The DuPage County Facilities Management (hereinafter the "Client") has requested professional engineering services for sidewalk evaluation and campus master planning (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 of Service in the Request for Proposal
- Coordination Meeting on January 20, 2023
- Reports and Campus Planning Exhibits included in the Request for Proposal
- Site Review
- GIS Data

The following is a list of basic project understandings:

- Estimate of Costs will be based on 2022 construction season unit prices. Material shortages or contractor availability could significantly increase construction costs.
- Presentation to the County Board Committee will be approximately 15 minutes. The presentation will be by both County Staff and HLR.
- Construction Engineering is not included in the agreement
- Environmental Services including wetland screening, wetland delineations, riparian evaluation that may be needed in a more extensive stormwater permit are not included.
- Stormwater report will be for only Wheaton. It is expected that any work within Winfield portion of the campus will defer to Wheaton for permitting authority.
- A floodway permit will not be needed for the animal services sidewalk along Winfield Creek since the new path will be at or lower than existing ground. This will fall within Regional Permit No. 3 from the IDNR-OWR regulations. It is not anticipated that Wheaton/Winfield will require any further documentation for their stormwater permit
- Clean Construction and Demolition Debris (CCDD) for disposal of underlying soils is not included. Disposal of non-recyclable materials will be kept onsite.
- Stormwater detention, as required by Wheaton/Winfield, will be prepared for by another consultant outside of this contract. HLR will provide added impervious calculation for this section of the report only. The main focus of the stormwater permit will be stormwater detention and soil erosion and sediment control.
- All ADA ramps that are to be constructed as part of the Phase II of the project will include sidewalk elevations for contractor use.
- New sidewalk/pedestrian facilities are anticipated outside of the Courtyard area. GIS data will be used to notate these areas to the awarded contractor. Ramps and new sidewalks will be designed with plan sheets with coordinates and elevations.

The project limits are understood to be County Farm Road Campus from Manchester Road (South) to Union Pacific Railroad (North) and from Winfield Creek (West) to DuPage County Fair Grounds (East).

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

Notice to Proceed	March 2023
Preliminary Concept Exhibits / Costs	May 2023

Concept Design Submittal and Presentation	June 2023
Begin Plans and Bid Documents	July 2023
Preliminary Plans and Bid Documents	December 2023
Pre-Final Plans and Bid Documents	February 2024
Final Plans and Bid Documents	March 2024
Bid Opening (Local)	March 2024
Board Approval – Construction	April 2024
Start of Construction	May 2024
End of Construction	December 2024

Phase I Engineering

Based on the goals of the project, the following services are provided to prepare a concept campus plan along with presentation to the County Board about improvements within the area.

□ **Sidewalk Evaluation** - HLR will complete a sidewalk evaluation of the campus using GPS units to integrate into a GIS database. The evaluation will be by staff that has been trained on ADA PROWAG requirements to determine compliance with the regulations. The sidewalk evaluation will include the following data:

- **ADA Compliance**
 - Longitudinal Slope
 - Cross Slope
 - Ramp Deficiency
 - Signing
- **Condition Deficiencies**
 - Cracks
 - Settling behind curb
 - Tripping Hazards
 - Paver Failure
 - Surface Deterioration
- **Life Expectancy**
 - Aging pedestrian facilities that may need replacement in 10-years or less
- **Functionally Obsolete**
 - Sidewalk to be removed and relocated based on new Master Plan

HLR will prepare exhibits to show the sidewalks throughout the campus and their evaluations from staff. This will include sidewalk that is in sufficient condition and still has many years of life expected before the need for replacement. Deliverables will include GIS maps showing overall condition based on the following legend:

- Red - Recommendation for Replacement
- Orange - Compliant but may not last 10 years
- Yellow - Non-Compliant but may last 10+years
- Green - Compliant and will last 10 years

Other Exhibits within the Courtyard area will also be generated where a majority of the work will occur.

□ **Estimate of Probable Costs** - HLR will prepare an estimate of cost for the improvements throughout the campus. The estimate of probable costs will be based on recent bid tabulations to provide better accuracy at estimating expected construction costs.

□ **County Board Committee Presentation** – HLR will prepare a PowerPoint Presentation based on findings of the sidewalk evaluation along with concept courtyard improvements. A presentation will be given to County Staff. The result of the presentation will be direction from County Staff that will define the actual scope and budget of the campus improvements.

PHASE II ENGINEERING

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

Survey and Land Acquisition

- Topographic Survey

Utility

- Utility Coordination

Design Plans

- Plan Improvements for the First Year Program determined based on budget set in Phase I

Bid Documents

- Quantity Calculations
- Special Provisions
- Cost Estimate and Contract Time
- Permitting and Environmental Coordination

Project Administration and Coordination

- Coordination Meetings (2 Max)
- Agency Meetings (2)
- Project Administration and Management

SCOPE OF SERVICES

1. Survey and Land Acquisition

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

Topographic Survey

- **Sidewalk Survey and Evaluation** – HLR will evaluate all of the sidewalks on campus addressing "Liability Items". These include:
 - ADA Non-Compliant Ramps or Sidewalks
 - Cracked Sidewalk Panels
 - Settled Sidewalk/Pavers
 - Sidewalks Leading to Unsafe Areas (i.e. no receiving ramp)
 - Surface Damage
 - Functionally Obsolete based on proposed improvements

Topographic Survey will be based on the following coordinate system:

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

2. Data Collection

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

- **Document Review** – HLR will review the following publicly available and/or Client provided information:
 - Geotechnical Report
 - "As-Built" Plans
 - Construction Plans

- Existing Utility Atlases
 - Publicly available GIS data
 - GIS data to be provided by Client
 - Technical Reports provided by the Client
 - Site Specific data provided by the Client
 - Preliminary Concept Plans
- **Field Review** – HLR and Teska will schedule a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will not be prepared of the project.
- **Teska Review** – Teska will review the Courtyard concept design along with sidewalk connectivity and make recommendations for improvements. Teska will also prepare an estimate of probable costs for improvements to the Courtyard area based on design concept updates approved by County Staff.

3. **Utility Coordination**

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

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

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

The following is for the first year of the program:

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

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

Title Sheet	1 Sheet(s)
General Notes	1 Sheet(s)
Summary of Quantities	2 Sheet(s)
Schedule of Quantities	3 Sheet(s)

Alignment, Ties and Benchmarks	2 Sheet(s)
Proposed Typical Sections	2 Sheet(s)
Maintenance of Pedestrian Traffic Plan	4 Sheet(s)
Existing Conditions and Removals	8 Sheet(s)
Pedestrian Sidewalk Plan & Grading	10 Sheet(s)
Drainage and Utilities Plan and Profiles	2 Sheet(s)
Soil Erosion and Sediment Control Plans and Details	8 Sheet(s)
ADA Ramp Details	24 Ramps
Standard Details	8 Sheet(s)

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

Phase II Plan Assumptions and Limitations

The following is a list of assumptions based on the anticipated scope. Modifications requested by the Client to the anticipated scope may require additional work and associated fee. Current Scope includes:

- Twenty-four (24) ADA compliant ramps will be designed and included the plans
- New sidewalk from the Animal Services building will be 2,000' or less and will only use plan sheets with elevation callouts
- Courtyard sidewalks will be only for replacement of existing sidewalk. Detailed topographic survey will be needed if relocation of the sidewalk alignment is desired by the County.
- Drainage improvements will be minimal and no stormwater calculations will be required
- The Maintenance of Pedestrian Traffic Plan and associated notes / specifications have been developed based on the Clients anticipated staging of construction for the various improvements. Any diversion from this plan requested by the Contractor or Client will void this plan. The contractor will be required to develop and submit to the Client a revised plan for approval.
- IEPA NOI and NOT will not be included since disturbance is not anticipated to be over one (1) acre.

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

- Client provides a list of comments – HLR will provide a formal disposition to comments in letter format.
- Client provides comment on plan and/or bid document sheets – HLR will provide written disposition to comments next to the comments provided by the Client.

☐ **Bid Documents** – Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:

- **Client Provided Bid Document** – Client will prepare the majority of the bid document. HLR will provide Special Provisions and a Schedule of Prices for the contractor itemized bids.

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

special provisions. IDOT check sheets will be used as required by the project.

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

5. Cost Estimate

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

6. Consultation and Coordination

- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings) along with the Fire Department (1 meeting), and the City of Wheaton (1 meeting).
- **Consultation and Coordination** – HLR will coordinate County Staff, as required by the project.
- **Request for Information** – HLR will correspond with the engineering team during construction for any questions that may arise.

EXHIBIT B
Deliverables
Evaluation and Design of Sidewalk Improvements at DuPage County Campus
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.

Deliverables - The following are deliverables that will be provided to the County during and following the completion of the project:

- **Phase I (Concept)**
 - Sidewalk Evaluation GIS Data (Shapefile)
 - Courtyard Master Plan Alternatives (PDF) – Review and Comments by Teska including exhibits of possible feature enhancements.
 - Estimate of Cost (PDF)
 - Meeting Minutes (PDF)
 - PowerPoint Presentation (PPT and PDF)
- **Phase II (Construction Plans)**
 - Construction Plans (PDF)
 - 50%
 - 90%
 - 100%
 - Specification (Word / PDF)
 - Estimate of Cost (Excel / PDF)
 - Permits (PDF)
 - Meeting Minutes (PDF)
 - Progress Updates (PDF)

EXHIBIT C
Rates
Evaluation and Design of Sidewalk Improvements at DuPage County Campus
DuPage County Facilities Management
Hampton, Lenzini, and Renwick, Inc.
January 27, 2023

Employee Classification	2023 Base Rates Range
Principal	\$79.00 - \$94.00
Engineer 6	\$71.00 - \$75.00
Engineer 5	\$59.00 - \$68.00
Engineer 4	\$51.00 - \$59.00
Engineer 3	\$40.00 - \$50.00
Engineer 2	\$34.00 - \$36.00
Engineer 1	\$33.00 - \$33.00
Structural 2	\$75.00 - \$75.00
Structural 1	\$58.00 - \$62.00
Technician 3	\$47.00 - \$53.00
Technician 2	\$33.00 - \$41.50
Technician 1	\$25.00 - \$32.00
Intern/Temporary	\$16.00 - \$19.00
Land Acquisition	\$45.00 - \$58.00
Survey 2	\$45.00 - \$55.00
Survey 1	\$25.00 - \$30.00
Environmental 3	\$54.00 - \$55.00
Environmental 2	\$34.00 - \$40.00
Environmental 1	\$25.00 - \$32.00
Administration 2	\$45.00 - \$57.00
Administration 1	\$20.00 - \$36.50

HLR's multiplier rate is 2.80.

New employees or promotions may change ranges presented.

The base range rate shown above is effective until December 31, 2023.

No direct costs are expected. We will not be charging the County for mileage or survey equipment.

If any rental equipment would be required, we would charge with no markup.