

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

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 26th day of September, 2023, between the County of DuPage, a body corporate and politic, 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 1707 North Randall Road, Suite 100, Elgin, IL 60123; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional architectural and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for parking lot repairs, future electric vehicle charging stations, water main replacement between the 140 and 400 buildings, and additional engineering for sidewalk and courtyard repairs on County Campus (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional architectural and engineering services and is willing to perform the required services for an amount **not to exceed** two hundred twenty thousand nine hundred fifteen dollars and no cents \$220,915.00; and

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 made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and 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.
- 2.4 The relationship of the CONSULTANT to the 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 the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT

or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.1 In addition to the Notice to Proceed, the 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 the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.2 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the 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

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 **(will be 26.3 if no key personnel-check each time)** of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT 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, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A 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 of the services required hereunder shall be completed by November 30, 2025,

unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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 the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the 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 14 days after notice of termination or when the Deputy Director directs, the deliverables specified in Exhibit B.

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 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 \$220,915. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 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 web site 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 web site, 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 sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance

by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, 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 shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the COUNTY may have under the law or this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

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 the Deputy Director of Facilities Management, DuPage County Department of 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 the Deputy Director of Facilities Management, DuPage County Department of 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 all approved sub-consultants, 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, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

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 to the extent covered by additional insured status, 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, officer 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the 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. The CONSULTANT'S indemnification of the 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 Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et

seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with 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 sub-consultant(s) 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 engineering firms practicing in the COUNTY and the State of 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 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' sub-consultant(s), 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 expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same 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 acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable

opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and 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 the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), 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 sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-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).
- 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 the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced

categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

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 agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

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 termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

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. The

COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. 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 expiration or termination of the AGREEMENT and delivered in accordance 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 COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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.
1707 N. Randall Road, Suite 100
Elgin, IL 60123
ATTN: Randy Newkirk
Phone: 847.697.6700

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

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; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The

CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

For Phase III

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 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.

26.2 Reserved

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

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

COUNTY OF DUPAGE

Hampton, Lenzini and Renwick, Inc.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Randy Newkirk
Corporate Secretary

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek, County Clerk

Signature

Erica Spolar

Print Name

Executive Vice President

Title

EXHIBIT A

SCOPE OF WORK

SCOPE OF SERVICES

The County of DuPage (hereinafter the "Client") has requested professional engineering services for 5 proposed tasks: Additional design engineering services for the campus sidewalk and courtyard, design engineering for resurfacing of the 501 Sheriff's Lot, design engineering for resurfacing of the 424 Parking Lot, design engineering for the construction of a new parking area that contains 4 electric vehicle charging stations, and design engineering for new water main between campus buildings 140 and 400 near the Care Center. The combination of these tasks shall be referred to hereinafter as 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:

- Scoping Meeting with County Staff
- Site Review with County Staff
- As-built plans provided by DuPage County

The proposed tasks are defined as follows:

- **Task 1 – Supplemental Services for Campus Pedestrian Improvements:** Additional engineering design services for the Campus Sidewalk Improvements including site topographical survey, architectural services for the campus courtyard, and additional design work for the campus courtyard based on DuPage County direction.
- **Task 2 – Parking Lot Improvement - 501:** Engineering design services for the resurfacing of the 501 Sheriff's Lot.
- **Task 3 – Parking Lot Improvement - 424:** Engineering design services for the resurfacing of the 424 Parking Lot.
- **Task 4 – EV Charger Parking Area:** Engineering design services for the installation of four electric vehicle charging stations in a proposed parking area located south of the 400 Building. Includes three proposed level 2 chargers and one proposed level 3 charger, as well as engineering of the proposed parking area.
- **Task 5 – Water Main Improvements - 140:** Engineering design services for replacement of approximately 305 LF of existing 6 inch water main that runs between the existing 8 inch water main located north of the Department of Transportation Garage (Building 140) and the existing 8 inch water main located south of the west wing of the existing Convalescent Facility (Building 400). The new water main will consist of 8 inch ductile pipe and will be located within a corridor generally defined as within 75 feet on either side of the existing 6 inch water main to be replaced.

The following is a list of basic project understandings

- Task 1 – Supplemental Services for Campus Pedestrian Improvements will include the assistance from Teska (Landscape Architects). This will provide a "roadmap" for future improvements within the Courtyard Area and proposed pedestrian facilities that are in the Supplemental Services
 - Based on the concept plan materials provided 05.26.23, Teska will work with HLR and County staff to make refinements to the concept plan package. At a minimum the concept plan will include the overall concept plan, supported by enlargements, materials and product catalogue cuts and planting palette. A refined cost estimate will be provided.
 - Teska tasks will include:

- Staff Meeting #1: Review and discuss the 05.26 concept plan package
 - Prepare refinements to the concept plan package
 - Staff Meeting #2: Review and discuss the refined concept plan
 - Prepare and submit final concept plan package
 - Items of consideration will include:
 - Meeting with the County to discuss additional areas of consideration
 - Final Exhibit for the ultimate plan in the Courtyard
 - Advanced tree planting areas for consideration
 - Avoidance of the Centry trees that were just planted
 - Sidewalk setback from curb to provide greenspace for safety and signage
 - Crosswalk considerations from lot associated with building 421
- Task 1 - Supplemental Services for Campus Pedestrian Improvements will reuse the existing overhead lights and controller for the new configuration. Consultant will utilize similar light spacing for the lights with new foundations, conduit, and cable.
- Project includes obtaining soil borings from a subconsultant geotechnical engineer to determine the condition of existing pavements and limited courtyard existing soil conditions.
- Project includes ground-based scanner/LIDAR topographic survey for campus sidewalk and courtyard, 2 parking lots, the site of 4 proposed EV charger stations, and a water main replacement site, as well as survey for a proposed sidewalk connection along Manchester Rd to a future walking path.
- Project includes design engineering for campus courtyard improvements, pavement resurfacing of 2 campus parking lots, EV charger electrical infrastructure work, spot curb replacement, structure adjustments, ADA sidewalk upgrades, pavement base improvements, water main plan and profiles, electrical utility coordination, site grading, erosion control, and related design work.
- Project includes developing project plans and specifications for bidding for each task with the exception of Task 2 and Task 3 will be bid together but will be complete project plans.
- Project includes developing estimates for construction costs for each task.
- Project includes permit administration for the DuPage County stormwater permit, IEPA Construction Permit, and any local municipality (e.g. City of Wheaton, Village of Winfield) permits required.
- Task 4 – EV Charging Parking Area includes:
 - Three, one-port, Level 2 EV Charging Stations serving 3 parking spaces
 - 48-Amp, Pedestal mounted, Wireless Connectivity, Access managed
 - One, one-port, Level 3 EV Charging Station serving 1 parking spaces
 - 200-Amp, Pad mounted, Wireless Connectivity, Access managed
 - Evaluate electric service needs with County electrician to determine adjacent transformer capacity and potential for expansion.
- Project includes bidding assistance for each task.
- Project does NOT include ComEd coordination for evaluation of electric service for proposed EV chargers.
- Project does NOT include grant application assistance related to electric vehicle charging stations.
- Project does NOT include vendor coordination or product selection assistance for the proposed EV chargers.
- Project does NOT include construction engineering services.
- Project does NOT include IEPA LPC 662/663 processing.

The project is understood to be limited to the five (5) tasks as described in this scope of services, with each task being limited to the survey and design engineering services indicated.

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

Notice to Proceed	September 2023
Preliminary Plans and Bid Documents	January 2024
Pre-Final Plans and Bid Documents	February 2024
Project Permitting	February 2024

Final Plans and Bid Documents	March 2024
Project Letting (State)	March 2024
Bid Opening (Local)	April 2024
Board Approval – Construction	May 2024
Start of Construction	June 2024
End of Construction	October 2024

PHASE I ENGINEERING

Based on the goals of the project, the following services are provided.

- **Project review** – HLR will compile and review existing GIS, utility plans, as-builts, and reports from field visits.

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 Data Compilation

Data Collection

- Review Existing Reports made available by the Client
- As-Built plans from previous construction

Utility

- Utility Coordination

Design Plans

- Title Sheet
- General Notes
- Summary of Quantities
- Alignment, Ties and Benchmarks
- Existing Typical Sections
- Proposed Typical Sections
- Existing Conditions and Removals
- Roadway Plan
- Grading Plan
- Utilities Plan – Water Main
- Soil Erosion and Sediment Control Plan and Details
- Pavement Marking and Signing Plan
- Street Lighting Plan and Details
- ADA Ramp Details
- Special Details
- Standard Details

Bid Documents

- Summary of Quantities
- Special Provisions
- Cost Estimate
- Permitting and Environmental Coordination
- Meetings and Coordination
- 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

- **Topographic Survey** – HLR will provide topographic survey to documents existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Curb and Gutter
 - Edge of Pavement and Shoulders
 - Sidewalk
 - Driveways
 - Building
 - Building Faces Only
 - Pavement Marking
 - Visible Property Corners
 - Signs
 - Utilities – Above Ground
 - Roadway Safety Items
 - Trees
 - Landscaping Areas
 - Ground Shots

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:
 - “As-Built” Plans
 - Site Specific data provided by the Client
- **Field Review** – HLR will schedule a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will be prepared of the project sites.
- **Geotechnical Investigation and Report** – HLR will contract with Rubino Engineering to provide

geotechnical services for the project. At this time, HLR anticipates the following services required for this project:

- 2 – Pavement Cores
- 2 – Soil Boring

3. Utility Coordination

HLR will coordinate with utilities with determining 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. In the event that federal funding will be used during construction, the client will provide HLR with their letterhead for transmittal to utilities.
- HLR will verify the location of visible utilities identified on the atlas maps provided by the utilities. The location of underground utilities will be added to our base topography based on the information provided.
- 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 and Final plans will be sent to the utility companies. This submittal will include the location of known conflicts identified by the utilities.
- HLR will review all utility permit request provided by the Client which are within the improvement limits to check that the relocations are consistent with coordination and the proposed improvements.
- HLR will assist the Client in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements.
- Efforts to verify the accuracy of utilities located within the project limits will constitute additional work. The Client will be contacted to approve additional costs.
- Efforts to revise the design of proposed improvements based on conflicts for which the utility is unwilling or untimely in their efforts will constitute additional work. The Client will be contacted to approve additional costs for the redesign.

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

- **Plans** - The plans will be prepared and submitted to the Client at the following intervals:
 - **Concept Level** – Basic plan used to further discussion of desired outcome and possible issues and unforeseen expenses.
 - **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.

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.

Typical details will be provided to define the various aspects of the work including standard details and any special details required to define non-standard aspects of the work.

The limits of restoration of pavement, curb, sidewalk, or other existing features will be defined on the plans.

HLR will coordinate with the client throughout the plan development relative to the proposed alignment and potential impacts on other proposed improvements within the limits of this project.

For Task 4 – EV Charger Parking Area:

- Bid Document Package and Advertisement
 - Site Plan: We will prepare two scaled 11x17 exhibits detailing the proposed installation locations
 - HLR will compile the County’s bid documents and contractor agreements for formal bid solicitation through the County’s acquisition process.
 - HLR will provide a bid selection recommendation in accordance with the County’s contractor selection process.

For Task 5 – Water Main Improvement - 140:

- Base Sheets will be prepared based on this extracted data to indicate existing conditions within the proposed water main replacement corridor. Base sheets shall include the face of buildings, pavement and known utilities and other critical features in plan view. Available underground utility type, size and elevations will be shown in profile.
 - HLR will meet with DuPage County staff to determine specific parameters relative to the connection points at each end of the new water main, number and location of valves, hydrants, service connections (if any) and any other appurtenances.
 - HLR will define a preliminary alignment and identify and discuss with DuPage County staff any potential issues such as utility crossings, coordination with potential future building or site modifications and construction staging implications.
 - Based on the decisions reached in the planning phase, HLR will prepare plan profile sheets to define the horizontal and vertical alignment of the proposed water main replacement. Due to the complexity of potential crossing of other utilities, it is anticipated that the plan sheets will be prepared at a scale of 1 inch equals 10 feet horizontal and 1 inch equals 5 feet vertical. This will include the location of connections to the existing water main on each end of the new water main as well as bends, hydrants, valves, and any other appurtenances.
 - Existing utility crossings will be noted. This will also include defining the elevation differences at all locations where the proposed water main crosses any existing utility lines.
- **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 provide front-end paperwork for 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.

Each detailed special provision will define the purpose of the item, what is or is not included in the unit price, specific type and quality of material, workmanship, applicable standards, quality testing and acceptance, method of measurement and payment.

5. **Cost Estimate**

- **Estimate of Probable Cost** - HLR will prepare engineering opinions of probable construction costs for each task. 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. **Permitting**

- HLR will coordinate with the DuPage County stormwater department to obtain a stormwater permit and provide all necessary calculations for impervious area impacted by the project. The stormwater permit will be for all projects combined even though they may be implemented at different times. The permit will also include the proposed path along Windfield Creek that will be constructed outside of this contract through a received grant. Client will need to provide the Consultant with details of the path alignment that is understood to be at grade.
- HLR will coordinate with the City of Wheaton and the Village of Winfield to obtain permits from the building and/or engineering department as required.
- HLR will prepare the IEPA Construction Permit for execution by the appropriate water utility officials. The permit will include the Application for Construction Permit, Schedule A and Schedule B.
- HLR will prepare the consultation with the State Historic Preservation Office, as required in support of the IEPA construction permit. This will include a cover letter describing the work, the location of the improvements, and appropriate photos to document existing conditions in the vicinity of the proposed construction.

7. **Consultation and Coordination**

- **Kickoff Meeting** - Kickoff Meeting with Client (assume 1 meeting).
- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings).
- **Request for Information** – HLR will correspond with the engineering team during construction for any questions that may arise.

PHASE III Construction ENGINEERING

Construction Engineering is not included in the scope of this contract.

EXHIBIT B
DELIVERABLES

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

• **Data**

- o Geotechnical Report (PDF)
- o Courtyard Master Plan and Estimate of Costs (PDF)
- o Raw Scan Data and Control Data (Thumb Drive)

• **Phase II (Construction Plans)**

- o Construction Plans (PDF)
 - 50%
 - 90%
 - 100%

- o Specification (Word / PDF)
- o Estimate of Cost (Excel / PDF)
- o Permits (PDF)
- o Meeting Minutes (PDF)
- o Progress Updates (PDF)
- o Permit Applications (PDF)

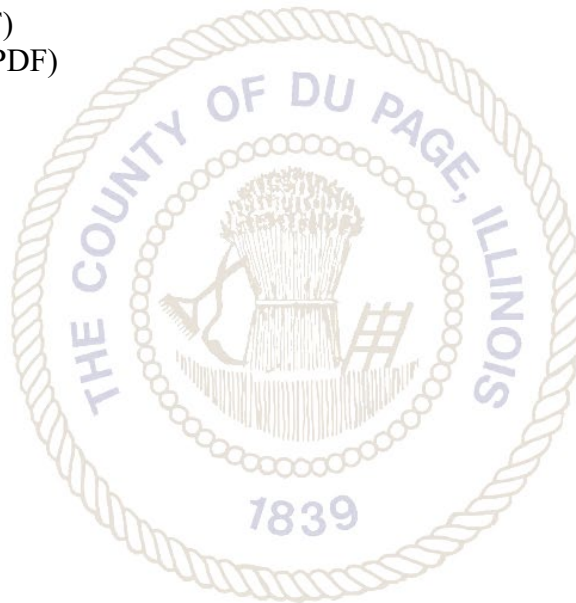


EXHIBIT C

DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT Consultant Employee Rate Listing

CONSULTANT: Hampton, Lenzini and Renwick , Inc.

PROJECT: Architectural Design and Engineering

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.