Agenda Item Executive Summary

AGENDA ITEM:	**Country Creek Streambank Stabilization Phase 2 Engineering Services Agreement**	**BOARD OR COMMITTEE:**	**Board**

BUDGET IMPACT

Amount	$ 575,595 (2 fiscal years)	**Budgeted**	$ 700,000 (2 fiscal years)
Fund: General (Stormwater)	**Corresponding Activity Measure:**		

EXECUTIVE SUMMARY

Resolution approving a professional services agreement for Phase 2 Design with Hampton, Lenzini and Renwick, Inc. (HLR) for the Country Creek Streambank Stabilization project.

Phase I Engineering was approved through Resolution 2023-18-R in March 2023, to look into potential concepts for the project, early permit coordination and a public meeting with the residents along the creek. Staff has also held individual meetings with each homeowner along the creek to get a better sense of their specific concerns and answer any questions they may have.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate, budget, and implement water, wastewater and stormwater infrastructure projects.

Short Term (1-3 Years): Routine ☐ Complex ☐

Long Term (3-5 Years): Routine ☒ Complex ☐

ACTION REQUESTED

☐ For Discussion Only
☒ Resolution
☐ Ordinance
☒ Motion

MOTION: I move to approve RESOLUTION #2024- _____ - R- A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HAMPTON, LENZINI AND RENWICK, INC. FOR THE COUNTRY CREEK STREAMBANK STABILIZATION PHASE II ENGINEERING

Staff: Tyler Isham, Assistant Director of Public Works Date: October 28, 2024

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Tyler Isham, Assistant Director of Public Works
Subject:	**Country Creek Streambank Stabilization Phase II Engineering Agreement**
Date:	October 28, 2024

BACKGROUND

As discussed during past capital budget presentations at the Village Board, Staff has been made aware of the creek behind homes along Country and Redwood Drive. The creek is currently eroding, causing steep drop-offs and potential structure failures along the approximate 1,500 linear feet of creek. Staff sent out a request for statement of interest to different engineering firms, ultimately entering into an agreement for phase I engineering services on March 7, 2023, with Hampton, Lenzini, and Renwick, Inc. (HLR) (Resolution 2023-18-R).

Phase 1 included a limited topographic survey, conceptual designs for streambank stabilization, preliminary utility/outside agency coordination and a public meeting where HLR presented to the residents along the creek to make them aware of the potential project. Through this process it was determined to pursue a stabilization project that will include gabion baskets, culvert extension and native plantings where possible.

Staff has also been meeting individually with each homeowner along the creek (approximately 32 homes) to answer any questions they may have and to obtain more site-specific information for each lot. Staff sends a monthly email update to the homeowners along the creek to keep them in the loop on progress of the large-scale project. Staff has also been working with ComEd for the anticipated utility pole relocation.

DISCUSSION

HLR has submitted a proposal to perform the Phase II Engineering Services for the Country Creek Streambank Stabilization. The proposal includes survey and easement creation, design engineering, permitting, utility coordination, creation of bid specifications, an Engineers Opinion of Probable Cost. The proposal will also include meeting with property owners, any public meetings and looking into different funding options for the project. This has been approved in the capital improvement program. The proposal and agreement are attached for your review.

RECOMMENDATION

Staff recommends entering into the professional services agreement between Hampton, Lenzini and Renwick, Inc. and the Village of Bartlett for the Phase II Engineering Services for the Country Creek Streambank Stabilization Project.

RESOLUTION 2024 - _____-R

A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HAMPTON, LENZINI AND RENWICK, INC. FOR THE COUNTRY CREEK STREAMBANK STABILIZATION PHASE II ENGINEERING

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Agreement dated October 15, 2024, between the Village of Bartlett and Hampton, Lenzini and Renwick. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

SECTION THREE: **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **October 15, 2024**

APPROVED: **October 15, 2024**

_____

Kevin Wallace, Village President

ATTEST:

_____

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____-R enacted on October 15, 2024 and approved on October 15, 2024, as the same appears from the official records of the Village of Bartlett.

_____

Lorna Giless, Village Clerk

September 4, 2024

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

Mr. Tyler Isham
Assistant Public Works Director
Village of Bartlett
1150 Bittersweet Drive
Bartlett, Illinois 60103

Re: Consulting Services Agreement – Country Creek Streambank Stabilization Design

Dear Mr. Isham:

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this letter to serve as the agreement between the Village of Bartlett (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for engineering services requested relative to the Country Creek Streambank Stabilization project.

Project Understanding

The project is the section of Country Creek, also known as West Branch Tributary 2, located between West Country Drive and Francine Drive, west of Redwood Lane, in Bartlett, DuPage County, Illinois. This section of the Country Creek corridor will be very challenging to stabilize. The stream is owned by individual residents as part of their home lots. There is an existing easement present in most of the properties, however the existing easement does not contain the entirety of the creek banks. Approximately 1,500 linear feet of creek stabilization design is being included as part of this project. There are culverts under West Country Drive, Brookside Drive and Francine Drive. Culvert redesign is included in this project.

Below is a list of basic project understandings and summarized project services and tasks. Detailed explanations of project tasks are provided by field of service following this list.

Basic Project Understandings

The majority of the stream will be stabilized with gabion baskets. Areas with severe erosion and risk to nearby structures will be protected with retaining walls. Areas with less erosion will be stabilized with gabion baskets, floodplain benching and reduced bank slopes at the top of the baskets. The three existing culverts within the project area will be replaced and extended to address high rates of erosion adjacent to the existing culverts.

The majority of the streambank will be stabilized with gabion baskets. Gabions will be stacked 2 to 4 units (6 to 12 feet) high based on the severity of erosion and bank height. Lateral support will be provided at the base of each gabion via either gabion mattress or rock toe. The area above the gabions will be regraded at a maximum slope of 1V:2H and seeded with native vegetation. In the case of least severe erosion with low bank slopes and heights, vegetative stabilization strategies such as floodplain benching and vegetated slopes may be used.

The three existing culverts, located at West Country Drive, Brookside Drive, and just north of Francine Drive within the project area, will be replaced. The replacement will include pre-cast concrete box culverts which will be extended beyond their existing length to address high rates of erosion upstream and downstream of the existing culverts.

Basic Project Services and Tasks

1. Survey and Land Acquisition Services
    a. Land survey
    b. Plats and legals
2. Design Engineering
    a. Geotechnical borings
    b. Plan set development
    c. Structural engineering
    d. Bid documents
    e. Engineers estimate of probable cost
3. Drainage Engineering
    a. Hydraulic reports
    b. Hydraulic modeling
    c. Hydraulic report
    d. Compensatory storage calculations
4. Environmental Services and Permitting
    a. Wetland delineation and Aquatic Resource Report
    b. Tree evaluation
    c. USACE Individual Permit
    d. IDNR, USFWS, IHPA coordination
    e. KDSWCD submittal
    f. NPDES and SWPPP
    g. IEPA Section 401 Permit
    h. DuPage County Stormwater Permit
5. Coordination and Consultation
    a. Property owner meetings
    b. Meetings with Village of Bartlett
    c. IEPA 319 Grant Application
    d. Utility coordination
6. Quality Assurance and Project Administration

Schedule

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

Notice to Proceed	October 1, 2024
Preliminary Right of Way	March 1, 2025
IEPA 319 Grant Application	May 1, 2025 (or TBD by IEPA)
Preliminary Plans and Bid Documents	June 1, 2025
Pre-Final Plans and Bid Documents	August 1, 2025
Final Plans and Bid Documents	October 1, 2025
Project Letting	Pending Funding

Scope of Services

The Client and Consultant have agreed to a list of Basic Services as shown below.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

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

Task 1: Survey and Land Services

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

- Control Points – Set ~ 4 additional control points (Wilcox Dr Culvert & Bartlett Trail Bridge). Control will be horizontally located with GPS on NAD 83 IL East State plane coordinates. A digital level loop will be completed through the control, elevations will be based on NAVD 88 datum holding one of the control points set previously.

- Topographic Survey – Topo of the area will be completed with a total station for all hard shots, such as curb, road cl, culverts, and sidewalks. Cross sections will be collected at 25 ft intervals along the roads with the limits of the roadway topo to be 50 ft each direction from cl of culvert. Channel inverts, structure inverts, opening dimensions, headwall/wingwalls, low edge of pavement, roadway cl, overtopping elevations, low chard elevations will all be collected and defined in the topographic survey.

- Hydraulic Survey – The hydraulic survey portion of this project will be completed with GPS base and receiver at 50 ft cross sections. The top of banks, toes, thalweg, and centerline will be defined with the limits being 50 ft from centerline of the creek on both sides of the creek. Any structures within the topo limits will be located. The limits for the hydraulic survey are from 1,000 ft up stream of Bartlett Trail Bridge to 1,000 ft down stream of the Francine Dr Culvert. All buildings, patios, decks, utilities, fences, and trees (6" or bigger) will be collected and defined.

- Utilities – All utilities within the topo limits will be collected. Utility location will consist of ASCE standard 38-02 Level QL-C Data. This utility survey will collect invert directions and elevations on storm sewer, water main, and sanitary sewer structures within the project area and 1 structure away allowing pipe elevations to be interpolated within the project location. If the 1 structure out is located on private property contact information and access will be coordinated and provided by the client. Manhole lids that are not able to be opened with a manhole pick and structures full of debris or clogged will be reported to the client and it will be the client's responsibility to coordinate with the utility provider for opening and or cleaning before returning for details. Individual homeowner notification is also not part of this scope.

- Data deliverables – Linework and a surface file will be delivered in a .dgn format utilizing IDOT levels and codes.

ROW/Easement Plats and Legal Descriptions

- HLR will perform land survey activities necessary to meet the Illinois Minimum Standards for a Boundary Survey pursuant to the Illinois Compiled Statutes/Plat Act (765 ILCS 205/9) and JCAR Minimum Standards of Practice (Section 1270.56). This survey will include reestablishing the boundary of the existing creek right-of-way and the adjacent property lines to establish and write legal descriptions for approximately 34 easements. HLR will research existing deeds and subdivision plats as available from the county recorder to determine ownership and legal descriptions of existing parcels.

- We will locate existing features within the proposed easements and 10 feet beyond, such as fences and parking areas. We will show existing buildings from either survey or aerial mapping.

- HLR will prepare Plats of Easements or individual exhibits showing the existing and proposed easements. We will also prepare legal descriptions for each parcel to be used in the acquisition and recording process. Once approved, HLR will stake the permanent easements with iron pins for future reference.

Title commitments will be provided and billed as a direct cost (approximately $600/parcel). This is currently included in the scope and fee but can be removed if the Village would like to order those directly. Appraisals and negotiations are not included in the scope or fee.

Task 2: Design Engineering Services

This task will include the design and plan set development for the stabilization of the Country Creek Corridor between West Country Drive and Francine Drive and the replacement of the culverts at Country Drive, Brookside Drive, and Francine Drive. The majority of the creek has significant shoreline erosion issues and shear vertical banks with no herbaceous vegetation in some locations. There has been considerable scour at the north end of the project.

Deliverables for Task 2 include:

- Plan Set (See Exhibit A for a full list of sheets)
- Bid Documents
- Engineers Estimate of Probable Cost
- Bid Tabulation and Recommendation
- Utility Coordination

The previously completed feasibility study completed in October 2023 identified potential solutions for stabilizing and enhancing the creek corridor along Country Creek in the Village of Bartlett. Potential solutions explored included gabion baskets, sheet piling, regrading slopes and installing native deep-rooted plantings, floodplain benching, vegetated geogrids, etc.

Plans

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 Sheets
General Notes	2 Sheets
Summary of Quantities	1 Sheet
Schedule of Quantities	1 Sheet
Alignment, Ties and Benchmarks	3 Sheets
Existing Typical Sections	1 Sheet
Proposed Typical Sections	1 Sheet
Existing Conditions and Removals	4 Sheets
Roadway Plan & Profile	3 Sheets
Soil Erosion and Sediment Control Plans and Details	6 Sheets
Special Details	2 Sheets
Standard Details	4 Sheets
Cross Sections	10 Sheets

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. Any additional work done by the Consultant for Task 2 must be approved by the Client in writing prior to commencement.

Bid Documents

Bid Documents will be prepared for the solicitation of contractors to provide construction services. HLR will prepare bid documents based on IDOT standard format. 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.

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.

Structural Soil Borings

This task will include a subcontracted drilling/ geotechnical company completing 8 soil borings along the creek to a depth of 40 feet. If more samples are required, additional costs will be incurred.

The site soils will be analyzed. Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 1/2 - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter. If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils.

Structural Engineering

Complete structural design using three pre-cast culverts as part of this project, including concrete headwall and wingwall configurations. The structural design will include culvert evaluation, headwalls, gabion evaluation, and structural soils evaluation.

Utility Coordination

HLR and the Village will coordinate with utilities to determine their facility locations, potential conflicts identification, and resolution of those conflicts. The major work items under this task will include:

- HLR will verify the utilities identified on the atlas maps provided by the utilities.
- HLR will identify potential utility conflicts with the proposed improvements. These locations will be identified and sent to the utility for evaluation and verification.
- Pre-final plans will be sent to appropriate utility companies. This submittal will include location of conflicts identified by the utilities.

The Village is responsible for submitting the J.U.L.I.E. Design Level Locate request and providing the information received to HLR. The Village will also prepare project status letters for the individual utility companies along with location map. Additional coordination with utilities would be completed by the Village.

Task 3: Hydraulic & Drainage Design and Permitting- Culverts and Streambank Stabilization

This location was the subject of a recent study. The study was conceptual in nature and the designs were based on limited data. The information from that study will help guide the design process for this project. The project will require detailed hydraulic modeling for the culverts at West Country Drive, Brookside Drive and Francine Drive. There will be a detailed study of West Branch Tributary No. 2 (WBW2) within the stabilization areas, and upstream and downstream of these culverts.

HLR will conduct a field review of the site to supplement and increase the detail of the hydraulic models and to verify information from the investigation is still accurate. The current effective HEC-2 model will be requested for the West Branch Tributary No. 2 from FEMA. A duplicate effective model in HEC-RAS will be created based on the information provided by FEMA. Detailed survey data will be added into the duplicate effective model to become the existing conditions HEC-RAS model. The FEMA effective model provides figures that will be used within the existing conditions model analysis to ensure that the results are consistent with regulatory data. The existing conditions models will be used to evaluate the hydraulics of the existing degraded channel and existing culvert designs.

The proposed stabilized channel and culvert designs will need to meet DuPage County Stormwater Ordinance and Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) Part 3708 regulations. In DuPage County, IDNR-OWR typically delegates review authority to the County. It is expected that the channel modifications and culvert designs will be reviewed by DuPage County Stormwater Management. The designs will be evaluated to verify that flood elevations and velocity increases are within the allowable limits. Additionally, compensatory storage will be provided to offset fill placed within the floodplain and floodway from the proposed bridge and roadway designs. Due to the limited space adjacent to the channels, compensatory storage will be accommodated by an increase in waterway opening. If compensatory storage cannot be accommodated by a larger opening, suitable areas upstream or downstream of the culverts or storage pipe will be investigated.

A 30-year design flood frequency will be used for this analysis in accordance with IDOT guidelines for this type of roadway. Proposed designs will aim to provide a minimum of 3-feet of freeboard from 30-year design high-water elevation to the lowest edge of pavement in the floodplain. There will be no increases in flood elevations greater than 0.1-feet for any storm event. There are residential buildings adjacent to the channel, but they appear to be above the floodplain. These structures will be evaluated to confirm that they are not sensitive to increases in flood heights. If sensitive flood receptors are located within the project area, the culverts will be designed so that there is not an increase in flood elevations.

Local drainage on the adjacent roadways is handled by existing storm sewers. These storm sewers will be tied into the proposed design. Stormwater detention is not anticipated and is not included.

The crossings at Brookside Drive and Francine Drive may require registration with the National Bridge Inspection Program. For these two structures, HLR will develop and prepare the project Preliminary Bridge Design and Hydraulic Reports (PBDHR) in the IDOT BLR format and will summarize the results in the IDOT Waterway Information Table, coordinating this effort with the Village of Bartlett. Scour will be considered for the proposed designs, however if culverts are pursued, scour is not anticipated to present a problem. The PBDHRs will be reviewed by IDOT.

Certification from DuPage County will be required. Permit, review and delegation fees will be the responsibility of the Client. For the three structures, hydraulic information for Brookside Drive and Francine Drive will be provided within the PBDHRs. A separate hydraulic report will be provided for the West Country Drive crossing. These hydraulic reports will be included with the stormwater management certification application for review and approval by DuPage County.

Based on recent experience, the review process from the review agencies will require modifications to designs, plans, models and exhibits. The scope includes time to address and modify the proposed improvements to satisfy the agency requirements based on two rounds of comments. In the event that further rounds of comments are presented by the review agency, then HLR will notify the Client that additional compensation is needed.

Deliverables:

- Effective Model from FEMA
- HEC-RAS Model (Duplicate Effective, Existing Conditions, Proposed Conditions)
- PBDHR – Brookside Drive
- PBDHR – Francine Drive
- Letter Requesting Delegation of 3708 Regulations to DuPage County
- DuPage County Stormwater Permit

Fee Estimate (Direct Costs by Village):

- *FEMA Effective Model - $750*
- *IDNR-OWR Delegation - $275*
- *IDOT - $0*

Task 4: Environmental Services and Permitting

The Village of Bartlett will be responsible for the permit fees to any regulatory agency.

Aquatic Resource Delineation and Report

HLR will conduct an Aquatic Resource Delineation along Country Creek between West Country Drive to Francine Drive. The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine what areas are wetland and define the wetland boundaries. The wetland delineation will need to occur within the growing season, approximately between April and October. Wetlands and WOUS boundaries will be surveyed using a handheld GPS.

An aquatic resource report will be prepared summarizing the findings of the fieldwork. Included in the report will be the required wetland delineation data sheets that summarize the findings of the field investigation as well as figures that detail the maps reviewed and current wetland boundaries of the site. This task will include a field site meeting with DuPage County representatives to confirm the wetland boundaries.

USACE Permitting

Under the current 2021 regulations, this project would require an Individual Permit as it is over the 500-foot maximum for Regional Permit 10 – Bank Stabilization. This task will include compiling the individual permit and coordination with the USACE. If the USACE requires more than three in person or virtual meeting to discuss the project, it will be an additional cost.

Summary of Individual Permit:

- Pre--application meeting with at least 50% design plans for 404 and 401 Permit is suggested
- Standard application form (ENG Form 4345)
- NEPA procedures must be followed
    - Prepare an Environmental Assessment (EA) for the project, it does not appear that the project will fall under a Categorical Exclusion as described in 33 CFR 230.9. (no more than 15 pages of narrative)
        - Purpose and need

- Alternatives analysis
  - When the EA confirms that the impact of the applicant's proposal is not significant and there are no "unresolved conflicts concerning alternative uses of available resources * * *" (section 102(2)(E) of NEPA), and the proposed activity is a "water dependent" activity as defined in 40 CFR 230.10(a)(3), the EA may not require a discussion on alternatives.
- Tribal coordination as needed
- Illinois Department of Natural Resources (IDNR) coordination
- Coordination with SHPO will be required.
- Coordination pursuant to Section 7 of the Endangered Species Act is required.

- The public notice required for the Section 404 Permit will serve as notification to the Admin of EPA pursuant to section 401(a)(2) of the Clean Water Act. The EPA must reply within 30 days of the issuance of the public notice to provide their determination of a negative effect or request supplemental information. A 401 (CWA) permit will be considered waived if the EPA does not reply within 60 days of receipt of certification.

This task includes a pre-application meeting with the USACE and 2 additional meeting to discuss the project and permitting. We have included a detailed proposal for mitigation design which will include evaluation of two areas for potential mitigation locations and proposals for the Chicago District Army Corps to review.

A Public Hearing is not included in the cost of this permitting. If the public notice / District Engineer at USACE Chicago District requires a public hearing an additional cost will be provided. Mitigation Design is not included in the cost estimate and will be an additional cost if needed. A detailed proposal for mitigation design will be included as part of our scope based on agency requirements.

Kane-DuPage Soil and Water Conservation District Soil Erosion and Sediment Control Application (if required)

The USACE may require the Kane-DuPage Soil and Water Conservation District soil erosion and sediment control review and permit prior to issuing the USACE Individual Permit. HLR will complete and submit the permit application. *This application submittal requires a fee that is estimated at approximately $3,000.*

IEPA Section 401 Water Quality Certification

The USACE will be the lead agency for the individual permit, but the IEPA requires a 401 Water Quality Certification for this project. In accordance with 35 Ill. Adm. Code Part 302.105, applicants for an individual 401 water quality certification shall provide the Illinois EPA with an anti-degradation assessment (AA) report discussing the items listed below, including supporting documentation.

- An assessment of the alternatives to the proposed project that will result in a reduced pollutant load to the water body, no load increase or minimal environmental degradation. Alternatives that result in no discharge to the water body and changes in the location of the activity must be addressed in the submittal. Further, the assessment of alternatives must consider all technically and economically reasonable measures to avoid or minimize the pollutant loading;
- If a pollutant load increase or environmental degradation cannot be avoided (e.g. wetlands are filled), a complete mitigation plan must be provided or reasons provided why mitigation is not proposed;
- Identification and characterization (e.g., the current physical, biological and chemical conditions) of the water body affected by the proposed project and the water body's existing uses, including a wetland delineation report and drainage area (in acres) of the impacted water bodies at the downstream limits of the project area;

- Consideration of the fate and effects of parameters that are proposed to increase the pollutant loading;
- The quantity of the pollutant load increase to the water body. Increases in pollutant loading must be protective of all existing uses of the impacted water body;
- The potential impacts of the proposed project on the water body. The proposed activity must be conducted in a manner that water quality standards are not violated;
- The purpose and anticipated benefits of the proposed project. Benefits for the applicant as well as benefits to the community at large must be discussed.

The application fee, which is $350 or 1 percent of the gross value of the proposed project - whichever is greater, with a maximum fee of $10,000 for any application. The fee must be included with all applications. *The estimated fee is approximately $10,000.00.*

DuPage County Stormwater Permitting

The Village of Bartlett is a partial waiver community which means that they complete their own stormwater reviews but not wetland reviews. Wetland reviews would be completed by DuPage County. HLR will prepare the DuPage County Stormwater permit application for submittal to Bartlett and DuPage County. The stormwater management permit to be submitted will include permit application, completion of all tabs, location exhibits, any necessary calculations, and the plans. This task includes attendance at a pre-application meeting with DuPage County Division of Environmental and Water Resources Department. *This application submittal requires a fee that is estimated at approximately $13,000.*

Tree Evaluation / Survey

A Certified Arborist will conduct a tree survey of all trees 3 inches and greater within the project limits. HLR will identify all trees by type, diameter, health, and structure. The findings of the tree survey will be summarized in a tree memorandum. DuPage County is likely going to require mitigation/replacement of trees removed in the riparian/wetland buffers.

NPDES Permitting

This task will include all application requirements relating to the NPDES permitting National Pollutant Discharge Elimination System (NPDES) Permitting and a Soil Erosion and Sediment Control (SE/SC) Plan will be required for this project. Any project disturbing over 1 acre of land will require an NPDES permit. HLR will prepare and submit the Notice of Intent (NOI) form, Stormwater Pollution Prevention Plan (SWPPP), and Notice of Termination (NOT) as required by this permit. *NPDES permit will not require a fee as Bartlett is part of an MS4.*

CCDD Permitting

HLR will coordinate the material being generated for the bridge with a Clean Construction and Demolition Debris (CCDD) facility for disposal. The initial step will include an environmental database search for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to create a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application, if allowable by the nearest CCDD facility. The spoils generated from these sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval. In the event that any PIPs are found on or adjacent to the site, the client would be notified of the options available for material disposal prior to commencing the 663 process. If any areas are adjacent to PIPs, the site will require additional testing and analysis, for processing with a 663 application.

Based on IEPA records and a review of the site area, we anticipate an LPC-662 will be needed to dispose of the material generated with the project. HLR will provide the necessary pH sampling and fill out necessary forms for the CCDD facilities to accept the generated waste.

Fee Estimate (Direct Costs by Village):

- *IEPA 401- $10,000*
- *Kane DuPage SWCD - $3,000*
- *DuPage County - $13,000*

Task 5: Coordination and Consultation

This item includes coordination, scheduling, and oversight of the entire project. HLR will coordinate and attend a meeting with a representative of the IEPA 319 grant committee or experienced agency representative involved in the Section 319 grant process to discuss the creek stabilization and improvement project, partnering, and potential of receiving a grant.

Anticipated coordination activities include the following:

- Kickoff Meeting - Kickoff Meeting with Client (assume 1 meeting).
- Coordination Meeting - Coordination and design meeting with the Client (assume 2 meetings).
- Property Owner Meeting – HLR will attend two meetings for residents and businesses. HLR will prepare exhibits about the project, schedule, and what can be expected.
- Status Emails – HLR will provide regular updates to the Client regarding project status. It is estimated that these emails will be monthly to provide clear updates or progress and upcoming design milestones.

This task includes completing the IEPA 319 Grant application for the Country Creek project. The due date of the application has changed by the IEPA several times over the last few years, but we are anticipating that the application will be due around May 1, 2025.

Task 6: Quality Assurance and Project Administration

This task includes project administration, and quality assurance and quality control per HLR's QA/QC plan.

This proposed scope does not include:

- Agency permit fees.
- Storm sewer televising.
- Coordination with adjacent property owners besides that which is outlined above.
- Appraisals and negotiations.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:
Coordination with residents.
Approved construction and stormwater easements.
Utility coordination for moving electric, gas and information utilities outside of the project area.

Information Provided by Others
The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION
Billing Terms
For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2024 Rates
PRINCIPAL	$ 240.00
ENGINEER 6	$ 215.00
ENGINEER 5	$ 195.00
ENGINEER 4	$ 185.00
ENGINEER 3	$ 170.00
ENGINEER 2	$ 140.00
ENGINEER 1	$ 125.00
STRUCTURAL 2	$ 230.00
STRUCTURAL 1	$ 195.00
TECHNICIAN 3	$ 165.00
TECHNICIAN 2	$ 135.00
TECHNICIAN 1	$ 110.00
INTERN/TEMPORARY	$ 70.00
LAND ACQUISITION	$ 180.00
SURVEY 2	$ 170.00
SURVEY 1	$ 125.00
ENVIRONMENTAL 3	$ 180.00
ENVIRONMENTAL 2	$ 135.00
ENVIRONMENTAL 1	$ 110.00
ADMINISTRATION 2	$ 150.00
ADMINISTRATION 1	$ 90.00

These rates will remain in effect through December 31, 2024. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2025.

At this time, we estimate the cost of our services will not exceed $579,595.00. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms
Invoices shall be submitted by the Consultant to the Client on a monthly basis. Such invoices shall be computed in accordance with the fee schedule under this Agreement and are due and payable in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq*. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Relationship of the Parties

The Consultant acts as an independent contractor of the Client in providing and performing services under this Agreement. Nothing done pursuant to this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between Client and Consultant.

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's notice address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

For the Client:

Tyler Isham
Assistant Director of Public Works
Village of Bartlett
1150 Bittersweet Drive
Bartlett, Illinois 60103

tisham@bartlettil.gov
630-837-0811

For the Consultant:

Erica Spolar (Principal in Charge)
Executive Vice President
Hampton, Lenzini and Renwick Inc.
1707 N Randall Rd., Suite 100
Elgin, IL 60123

espolar@hlreng.com
847.697.6700

Kate Kasch Schulstad
Project Manager
Hampton, Lenzini and Renwick Inc.
1707 N Randall Rd., Suite 100
Elgin, IL 60123

kkasch@hlreng.com
847.697.6700

Freedom of Information Act

The Consultant agrees to maintain, without charge to the Client, all records and documents for projects of the Client in compliance with the Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq*. In addition, the Consultant must produce records which are responsive to a FOIA request received by the Consultant under the Freedom of Information Act so that the Client may provide records to those requesting them within the required time frame. If additional time is necessary to compile records in response to a request, then the Consultant must notify the Client and if possible, the Client will request an extension so as to comply with the Freedom of Information Act. In the event the Client is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce Consultant controlled documents or otherwise appropriately respond to a request under the Freedom of Information Act, then Consultant will indemnify and hold the Client harmless, and pay all amount determined to be due including, but not limited to fines, costs, attorneys' fees and penalties.

Compliance With Laws

The Consultant must give all notices and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant must also comply with all conditions of any federal, state, or local grant received by Client or Consultant with respect to this Agreement. Consultant is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to comply with laws while performing services under this Agreement.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Consultant Insurance Requirements

The Consultant shall, at is sole cost, obtain and keep in force at all times during the performance of any work under this Agreement, Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

(1) Workers' Compensation:
- (a) State: Statutory
- (b) Employer's Liability
- $1,000,000.00 Per Accident
- $$1,000,000.00 Disease, Policy Limit
- $1,000,000.00 Disease, Each Employee

(2) Commercial General Liability: $2,000,000.00 General Aggregate

(3) Business Automobile Liability (including owned, non-owned, and hired vehicles):
- i. Bodily Injury
  - $1,000,000.00 Per Person
  - $1,000,000.00 Per Accident
- ii. Property Damage
  - $1,000,000.00 Per Occurrence
- iii. Umbrella Excess Liability: $2,000,000.00 over Primary Insurance

The Consultant must name the Client as an additional insured on the Commercial General Liability policy and provide Client with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of the Client to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Client to identify a deficiency from evidence that is provided by the Consultant shall not be construed as a waiver of Consultant's obligation to maintain such insurance. The Consultant agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Client, Upon request, the Consultant will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Agreement at Client's option.

Corporate Protection
It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service
The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays
The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule.

Design without Construction Administration
It is understood and agreed that the Consultant's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Scope of Services Section of this agreement.

Entire Agreement
This Agreement and Exhibit A comprises the entire Agreement between the Client and the Consultant and supersedes all prior communications, understandings, and agreements, whether oral or written relating to the subject matter of this Agreement. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction
The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Cook, Illinois.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent arising from or related to the acts or omissions of Consultant under this Agreement or that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or

modification of the documents by the Client or any person or entity besides the Consultant that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

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

Right of Entry
The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities provided under this Agreement.

Severability
Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care
In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services
If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule as a result of the suspension.

Termination
In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.
The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant only for services rendered and reimbursable costs incurred under this Agreement up to the date of termination.

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

If this agreement meets with the Village of Bartlett's approval, please have the proper Village officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call Karen Kase (847-697-6700) at our Elgin office.

Sincerely,
HAMPTON, LENZINI AND RENWICK, INC.

By: Erica Spolar

Erica Spolar

Executive Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Bartlett for Country Creek Streambank Stabilization design services set forth above.

By _____ Date _____

Title

_____

HAMPTON, LENZINI AND RENWICK, INC. (HLR)
EXHIBIT A
DETAILED COST BREAKDOWN
PROFESSIONAL ENGINEERING AND SURVEY SERVICES
Country Creek Stabilization Project Design
Village of Bartlett

Project Phase/Task	Employee Classification												Direct Costs	Hours	Fee
	PR Hrs	E6 Hrs	E5 Hrs	E4 Hrs	E3 Hrs	E2 Hrs	STR2 Hrs	T3 Hrs	T2 Hrs	SUR1 Hrs	ENV3 Hrs	ENV2 Hrs			
SURVEY AND LAND ACQUISITION SERVICES															
Research	20													20	$ 4,800.00
Obtain Property Title, sub plats, documents (direct costs)													$ 20,400.00	0	$ 20,400.00
Calculations	94													94	$ 22,560.00
Set Control										16				16	$ 2,000.00
Survey (Traditional)										20				20	$ 2,500.00
Manhole Inspection Survey										24				24	$ 3,000.00
Hydraulic Survey										60				60	$ 7,500.00
Right-of-Way Survey										310				310	$ 38,750.00
Plot Traditional Survey Data								12						12	$ 1,980.00
Create Existing Terrain Model								12						12	$ 1,980.00
Plat Preparation									124					124	$ 16,740.00
Legal Descriptions	52													52	$ 12,480.00
Right-of-Way Staking										124				124	$ 15,500.00
														0	$ -
DESIGN ENGINEERING SERVICES															
Geotechical Soil Borings (8)				4									$ 26,000.00	4	$ 26,740.00
Prepare Plans			8											8	$ 1,560.00
Title Sheet				4					6					10	$ 1,550.00
General Notes				8					6					14	$ 2,290.00
Alignment, Ties, and Benchmarks				2					12					14	$ 1,990.00
Summary of Quantities					8				10					18	$ 2,710.00
Overall Plan				6					20					26	$ 3,810.00
Typical Sections				8	16				12					36	$ 5,820.00
Existing Conditions Plans					24				24					48	$ 7,320.00
Removals				8	16				24					48	$ 7,440.00
Plan and Profiles (8 sheet)				16	64				40					120	$ 19,240.00
Native Landscape Plan					12				6		8			26	$ 4,290.00
Soil Erosion and Sediment Control Plan (SESC)					24				6		12			42	$ 7,050.00
Cross Sections (40 max)					68				40					108	$ 16,960.00
Special Details					24	16			8					48	$ 7,400.00
Standard Details				16					16					32	$ 5,120.00
Prepare Bid Documents			8											8	$ 1,560.00
Front End Contract and Bidding Documents					10	16								26	$ 3,940.00
Special Provisions				16	54									70	$ 12,140.00
Prepare Engineer's Estimate of Probable Cost				4	16									20	$ 3,460.00
Revisions Based on Village's Review Comments			8	12		24								44	$ 7,140.00
Bidding Assistance	4			28							4			36	$ 6,860.00
Structural Engineering															
Culvert Condition Survey and Assessment							12							12	$ 2,760.00
Preliminary Structure Design							20		10					30	$ 5,950.00
Structural Plan Preparation - Precast Structures							40		40					80	$ 14,600.00
Special Provisions							16							16	$ 3,680.00
Prepare Estimate of Cost							4							4	$ 920.00
														0	$ -

Project Phase/Task	Employee Classification												Direct Costs	Hours	Fee
	PR Hrs	E6 Hrs	E5 Hrs	E4 Hrs	E3 Hrs	E2 Hrs	STR2 Hrs	T3 Hrs	T2 Hrs	SUR1 Hrs	ENV3 Hrs	ENV2 Hrs			
DRAINAGE ENGINEERING SERVICES															
Hydraulic Report(s) (2 PBDHR, 1 Overall HR)														0	$ -
Field Review by Hydraulic Engineer			6	6										12	$ 2,280.00
Inspection, Interview & Data Collection			6	6										12	$ 2,280.00
Effective Model Request from FEMA			4											4	$ 780.00
Survey Note Conversion				12										12	$ 2,220.00
Hydraulic Report Data Sheets					16									16	$ 2,720.00
Hydraulic Model		4	40		32									76	$ 14,100.00
Duplicate Effective Model			20		24									44	$ 7,980.00
Model Comparison Tables			12	24										36	$ 6,780.00
Compensatory Storage Determination				32										32	$ 5,920.00
Scour Analysis		2		24										26	$ 4,870.00
Narrative		8	24											32	$ 6,400.00
Study Assembly		12			40									52	$ 9,380.00
Revisions per IDOT Review Comments			24	24										48	$ 9,120.00
Revisions per DuPage County Review Comments			36	36										72	$ 13,680.00
														0	$ -
ENVIRONMENTAL SERVICES AND PERMITTING															
Soil Disposal															$ -
Obtain Environmental Database Report (EDR)												2	$ 1 00.00	2	$ 370.00
Clean Construction Demolition Debris (CCDD) LPC 662											12	24		36	$ 5,400.00
Wetlands															$ -
Wetland Delineation Field Work												16		16	$ 2,160.00
Aquatic Resource Report									3		12	32		47	$ 6,885.00
Tree Evaluation / Survey												60		60	$ 8,100.00
Prepare USACE Individual Permt														0	$ -
Pre-application Meeting	2				4						12			18	$ 3,320.00
Public Notice	2				6	16					12		$ 200.00	36	$ 6,100.00
Permit Narrative (Purpose and Need)	4				20									24	$ 4,360.00
Property Owner Letters	1					8								9	$ 1,360.00
Environmental Assessment	8				28	48			6		24			114	$ 18,530.00
Permit Exhibits					4	20			12		24			60	$ 9,420.00
Detailed Mitigation Proposal	2				20						20			42	$ 7,480.00
Coordination with IDNR (ECOCAT), Section 7 Memo, and/or IHPA											1	8		9	$ 1,260.00
Prepare Soil and Water Conservation District Submittal									2		1	12		15	$ 2,070.00
Prepare Stormwater Pollution Prevention Plan (SWPPP)					8	6								14	$ 2,200.00
IEPA Water Quality Certification (Section 401)					6				6		40				$ 9,030.00
Prepare IEPA NPDES Notice of Intent					2							6		8	$ 1,150.00
Prepare IEPA NPDES Notice of Termination					2									2	$ 340.00
DuPage County Stormwater Permit (with delegated IDNR-OWR floodway review)	4				28							32		64	$ 10,040.00
															$ -
COORDINATION AND CONSULTATION															
Prepare and Attend Kick-off Meeting			2	4	8									14	$ 2,490.00
Prepare and Attend Coordination Meeting (2)			4	4	12									20	$ 3,560.00
Prepare Monthly Status Report to Client				6	24									30	$ 5,190.00
Prepare and attend property owner meetings (if needed)					16	16					16			48	$ 7,840.00
Preparation of newsletter and/or draft response letters					8	16					16			40	$ 6,480.00
Prepare one IEPA 319 Grant Application					20	32			6					58	$ 8,690.00
Utility Coordination														0	$ -
J.U.L.I.E. Design Stage Locate (completed by Village)														0	$ -
Verify Utilities on Provided Atlas Maps								8						8	$ 1,320.00
Utility Coordination Letters and Plan Submittals (by Village)														0	$ -
Preliminary Conflict Analysis Review				6	6									12	$ 2,130.00
															$ -
QUALITY ASSURANCE AND PROJECT ADMINISTRATION															
Quality Assurance and Quality Control															$ -
Survey QAQC	8													8	$ 1,920.00
Structural Engineering QAQC							12							12	$ 2,760.00
Environmental Engineering QAQC			24											24	$ 4,680.00
Permitting QAQC	10										16			26	$ 5,280.00
Project Administration			24											24	$ 4,680.00
															$ -
TOTALS	211	26	250	316	670	218	104	32	439	554	230	192	$ 46,700.00	3190	$ 579,595.00