

**VILLAGE OF CARPENTERSVILLE
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("*Agreement*") is dated as of the 21 day of October, 2016, and is by and between the **VILLAGE OF CARPENTERSVILLE**, an Illinois home rule municipal corporation ("*Village*"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("*Consultant*"): **HR Green, Inc.**

Address: 420 North Front Street
Street
McHenry, IL 60050
City State Zip

Telephone No.: 815-385-1778

Email: ajain@hrgreen.com

Project Name/Description: Old Town Phase II

Agreement Amount: \$133,011.99

B. Project Description. *Improvements to Old Town Phase II neighborhood project study. The improvements will include reconstructing streets, installing curb and gutter, storm sewers and sidewalks, sanitary and water main improvements, and street lighting. A report will be produced that includes recommendations including costs for how to properly stage construction of Old Town, as more fully described in the proposal attached to this Agreement as Exhibit A ("*Proposal*").*

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("*Services*") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is ___ days after the Commencement Date ("***Time of Performance***"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

D. **Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors

and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, 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: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board of Trustees. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board of Trustees.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon

the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Carpentersville
Village Hall
1200 L.W. Besinger Drive
Carpentersville, Illinois 60110
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Hart M. Passman, Village Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Ajay Jain, PE, CFM
Water Resources Practice Leader
420 North Front Street
McHenry, IL 60050

With a copy to:

Jack R Melhuish, PE
Project Manager
420 North Front Street
McHenry, IL 60050

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every

provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. **Exhibits.** Exhibits A through ___ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 20th day of JANUARY, 2017

ATTEST:

VILLAGE OF
CARPENTERSVILLE

By: Suzanne DeLorenzo
Therese Wilde, Village Clerk
DEPUTY

By: Ed Ritter
ED RITTER, VILLAGE PRESIDENT

ATTEST:

CONSULTANT

By: Tina Napolitano
Title: Administrative Assistant

By: Azanyan
Its: VICE PRESIDENT

#23092487_v1

EXHIBIT A

PROPOSAL

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[SHALL INCLUDE SCHEDULE]

EXHIBIT A
SCOPE OF SERVICES
VILLAGE OF CARPENTERSVILLE
OLD TOWN PHASE II PRELIMINARY ENGINEERING ANALYSIS

Project Description

The Village of Carpentersville is proposing to improve sections of their Old Town Phase II neighborhood. The existing roadways consist predominately of two lane bituminous pavements with varying shoulder and curb and gutter areas. Improvements will generally include reconstructing streets, installing curb and gutter, storm sewers and sidewalks, sanitary sewer and water main improvements, and street lighting. Due to the extent of the improvements, the project will be broken into multiple construction phases spread over a period of time. To more accurately allow the Village to plan and fund the projects, an analysis of the project limits will be completed. This contract consists of providing preliminary engineering services to assess the condition of the existing roadways, storm sewer, water main, and sanitary sewer within the project limits. HR Green (HRG) will advise the Village of their options for various improvements and work with the Village on an appropriate staged construction schedule and budget.

This will include developing proposed roadway and utility replacement strategies, and Engineer's Opinion of Probable Construction Costs (EOPCC) or differing alternatives. The preliminary engineering report will summarize the field investigation and geotechnical analysis, and include typical existing and proposed roadway sections, utility improvements, construction phase exhibits and EOPCC. HRG will also assist the Village Staff in presenting the Engineering Report to the Village Board of Trustees.

The project limits include the following streets:

- Williams Road: Lord Avenue to Wisconsin Street: 1327 feet
- Billadis: Cottage Avenue to Lord Avenue: 1426 feet
- Carpenter Avenue: Cottage Avenue to Lord Avenue: 1439 feet
- Valentine Street: Cottage Avenue to Lord Avenue: 1454 feet
- Charles Street: Cottage Avenue to Lord Avenue: 1458 feet
- Maple Avenue: Cottage Avenue to Carpenter Blvd: 2155 feet
- Charles Street: Lord Avenue to Brook Avenue: 779 feet
- California: Charles Street to Brook Avenue: 555 feet
- Livingston: Brook Avenue to West/North Limits: 503 feet
- Cottage Avenue: Billadis to Main Street: 2167 feet
- Wisconsin Street: Williams Road to Main Street: 2422 feet
- Washington Street: Williams Road to Maple Avenue: 1526 feet
- Grove Street: Williams Road to Maple Avenue: 1528 feet
- Green Street: Williams Road to Maple Avenue: 1762 feet
- Lord Avenue: Williams Road to Maple Avenue: 1994 feet
- Brook Avenue: Livingston to Maple Avenue: 718 feet

Carpenter Blvd: Maple Avenue to Edwards Avenue: 1920 feet
Edwards Avenue: Carpenter Blvd to 3rd Street: 1325 feet
Illinois Street: Fox River to 3rd Street: 2098 feet
Short Street: Illinois Street to South Limits: 235 feet
Bramer Street: Edwards Avenue to South of Illinois Street: 583 feet
1st Street: Edwards Avenue to South of Illinois Street: 583 feet
2nd Street: Edwards Avenue to South of Illinois Street: 583 feet
3rd Street: Edwards Avenue to South of Illinois Street: 583 feet
Elm Avenue: Huntley Road to Allison Street: 806 feet
Hattie Avenue: North Limits to Edwards Avenue: 392 feet

Total Length of Improvements: 32,321 feet

Scope of Work

1. Utility Survey:

The preliminary engineering will be prepared using the Kane County 2' topographic data and Village's existing utility atlas imported into an ArcGIS platform. However, since the proposed improvements will be impacted by presence of franchise and other utilities, including utility conflicts that may require relocations, etc., limited survey has been budgeted in the scope. The survey will be limited to the following:

- a. Locating information marked by J.U.L.I.E. utility identification.
- b. HRG will perform mapping of existing visible storm sewer, sanitary sewer and water main structures within the project limits. Mapping will be completed to 0.1 foot horizontal and 0.2 foot vertical accuracy for planning purposes. Data collected at each structure will include a picture, manhole rim elevation, and type along with invert depth, size, material, and direction. Data will be processed in ARCGIS for future use in modeling and inclusion in the Village GIS.
 - i. Locate sanitary sewer manholes within the project limits.
 - ii. Locate water main valves and valve vaults within the project limits.
 - iii. Locate storm sewers within the project limits to assist in the conceptual design of the storm sewer system. Since it is anticipated that most storm sewer system will need to be removed and replaced; only those storm sewers that will be maintained and/or be connected to will be surveyed for depths and flow directions.

2. Data Collection and Review:

- a. HRG to prepare aerial mosaics of the project limits to be used for exhibits and presentations.

- b. HRG to walk the project and prepare photo logs of the existing roadway and utilities.
- c. HRG to coordinate with utility companies to obtain maps of the utilities within the project limits and place this information on a CADD base map.
- d. HRG to request existing roadway and utility plans from Village (where available).
- e. HRG will request GIS information relating to the existing roadways and utilities within the project area.
- f. Lord Avenue carries a larger amount of traffic than adjacent streets. A 24 hour mechanical traffic count will be taken along Lord Avenue between Maple Avenue and Williams Road to obtain the current ADT. The information will be used to determine if a different pavement design will be utilized.
- g. Obtain pavement cores, soil borings, geotechnical analysis of soil conditions and special waste screening. Up to 10 pavement cores with shallow borings (3'), 20 soil borings (5') and 10 soil borings (15') will be taken. Analytical testing as needed to certify waste as uncontaminated or CCDD waste will be completed. Up to 6 analytical tests on preserved soils samples for environmental contaminants is included in the scope. This work will be performed by geotechnical sub-consultant Chicago Testing Laboratories.
- h. The Village will televise the sanitary sewers within the project limits. HRG will review the video tape records of the sanitary sewers within the project limits and provide recommendations on proposed improvements including lining or replacement.

3. Engineering Analysis

Roadway

- a. HRG will conduct a visual survey of all roadways within the project limits which will include roadway length measurements, deterioration notes and photographs.
- b. It is assumed that all of the streets are in similar condition. A field review will be done to verify several road characteristics including roughness, surface conditions, and structural integrity of the existing pavement. The condition of the roadways will assist in developing the construction phasing and if there will be a need for interim maintenance improvements.
- c. It has been assumed that all of the roadways will be reconstructed.
- d. Include new curb and gutter throughout the project limits.
- e. Include new sidewalk throughout the project limits.

Drainage

- a. HRG will review the existing storm sewer facilities and available outlets to determine adequacy of the system.
- b. It is assumed that the improvements will consist of a curb and gutter section and drainage

will be handled by an enclosed storm sewer for a 10-year design frequency with a 100-year overland flow in the streets.

- c. HRG will prepare an analysis of proposed drainage system (pipe size) along all the roadways within the project limits. A preliminary layout of the proposed drainage system will be prepared which will include proposed storm sewer layout and pipe size and slopes. The proposed system will be checked for possible known utility conflicts.

Water main

- a. The Village will provide the proposed water main layout that will detail the proposed improvements within the project limits.
- b. HRG will incorporate and show the proposed water main improvements on the exhibits depicting the overall improvements.

Sanitary

- a. The Village will provide the sewer televising videos within the project limits.
- b. HRG will review the sewer televising videos and prepare recommendations for lining or remove and replacement of sanitary sewers based on condition, age and feasibility for lining, etc. It is assumed that all of the services will be replaced and that the majority of the main line will be lined.
- c. HRG will incorporate and show the proposed sanitary sewer improvements on the exhibits depicting the overall improvements.

4. Engineering Report

An engineering report will be developed to include and summarize the following items:

- a. Existing Utility Information and Condition including type, size, and location
- b. Existing Typical Sections of roadways
- c. Pavement Analysis, Special Waste analysis, and Evaluation Report of existing pavement
- d. Summary of the sanitary sewer improvements
- e. Proposed utility replacement concepts with detailed estimates of cost.
- f. Evaluation of existing lighting and a detailed cost estimate for additional lighting at Village chosen locations. The lighting will be decorative and will match what is currently on Maple Avenue.
- g. Summary of Engineer's Opinion of Probable Construction Costs.
- h. Proposed phasing concepts for construction including construction phasing plans to be done for two different phasing periods based on the cost estimate for all improvements.
- i. HRG will compile the above information in order to create colored-coded maps and spreadsheets for the Village that will depict the proposed improvements. The map can be

used as a visual tool to plan and communicate improvements with staff and constituents.

- a. Provide six (6) final Reports to Village. Also include an electronic file of the report.

5. Meetings

This project will require meetings with Village staff to review the project data and obtain approval of the report. The following meetings have been included:

- a. Project Kick-off with Village (1 meeting)
- b. Progress Review meetings with Village Staff (3 meetings)
- c. Village Board meetings to assist Village in presenting the Engineering Report (2 meetings).
- d. Utility Coordination Review (1 meeting)
- e. Meeting Specifications:
 - i. HRG will have two (2) representatives at all meetings;
 - ii. A maximum of four (4) hours per meeting have been allotted, including travel time; and,
 - iii. Meeting minutes, if required, will be provided

6. Project Schedule

It has been estimated that all work can be completed within 16 weeks dependent upon receiving information, such as water main improvements, and sanitary sewer tapes in a timely manner.