

AGREEMENT 19089 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and RHMG Engineers, Inc., 975 Campus Drive, Mundelein IL 60060 (hereafter "Engineer").

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Engineering services for

PW#2017.010 Vernon Hills Water System Storage Capacity Expansion as described in Attachment A; and

WHEREAS, the Engineer is a professional provider of Engineering services; and

NOW, THEREFORE, Lake County and the Engineer AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

This AGREEMENT constitutes the entire agreement between the County and the Engineer.

SECTION 2. SCOPE OF SERVICES

The Engineer shall provide engineering services described in Attachment A

SECTION 3. DURATION

The works shall be completed within 90 days after execution of this Agreement.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify, save harmless and defend the County, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of Engineer's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, their agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Engineer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Engineer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.
 - **General Aggregate Limit** \$3,000,000
 - **Each Occurrence Limit** \$1,000,000
- **Automobile Liability:**
 - **Bodily Injury, Property Damage (Each Occurrence Limit) \$1,000,000**

Engineer agrees that with respect to the above required Automobile Liability insurance, Lake County shall:

- Be named as additional insured by endorsement to the extent of the negligence of the Engineer;
- Be provided with thirty (30) days notice, in writing, of cancellation of material change;
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Central Services, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

Lake County will pay to the Engineer the amount not to exceed \$ 41,705.00 .

SECTION 7. INVOICES & PAYMENT

Invoices may be submitted for work performed on a monthly basis based upon the percent of work completed in the amount not-to-exceed in Section 6. Submit invoice(s) detailing the services provided. Payments shall be made in accordance with the Local Government Prompt Payment Act.

Engineer will address Invoices to:

Lake County Department of Public Works
 650 Winchester Road
 Libertyville IL 60048-1391
 Attn: Brittany Albrecht Sloan

County will make Payments to:

RHMG Engineers, Inc.
 975 Campus Drive
 Mundelein IL 60060

SECTION 8. STATEMENT OF OWNERSHIP

The drawings, specifications and other documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the County's consent, except for the Engineer's services related to this Project. All such documents shall be the property of the County who may use them without Engineer's permission for any current or future Lake County project; provided, however, any use except for the specific purpose intended by this Agreement will be at the County's sole risk and without liability or legal exposure to the Engineer.

The Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Engineer.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty(30) days written notice. In case of such termination, the Engineer shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the event that this Agreement is terminated due to Engineer's default, the County shall be entitled to contract for consulting services elsewhere and charge the Engineer with any or all losses incurred, including attorney's fees and expenses.

SECTION 10. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 11. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

SECTION 12. WARRANTS

The Engineer represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for Engineer's infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 13. ASSIGNMENT

Neither the Engineer nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 14. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 15. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 16. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 17. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 18. CHANGE IN STATUS

The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Engineer immediately on written notice based on any such change in status.

SECTION 19. DELIVERABLES


The Engineer shall provide deliverables as identified in Attachment A.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

RHMG Engineers, Inc.:

Ruth Anne Hall
Purchasing Agent
Lake County Purchasing Division



Benjamin W. Metzler, P.E., CFM
Vice President
RHMG Engineers

Date: _____

Date: 4/25/19



975 Campus Drive, Mundelein, IL 60060
847.362.5959 | Fax 847.362.0864
www.rhmg.com

April 23, 2019

Ms. Brittany Sloan, P.E.
Engineering Supervisor
Lake County Public Works Department
650 Winchester Road
Libertyville, IL 60048

Re: Proposal for Professional Engineering Services
Vernon Hills Water System Reservoir
Supplementary Planning Work

Dear Ms. Sloan:

Pursuant to your request, we are pleased to submit this proposal for professional engineering services associated with the proposed 2.0 million gallon ground storage reservoir and pump station to be constructed within the Vernon Hills Water System.

Background

The Vernon Hills Water System receives Lake Michigan water from CLCJAWA at two receiving stations. A minimum of two days of water storage at average daily demands is recommended for water systems using a Lake Michigan Water supply. Storage within the system is currently comprised of two elevated tanks and four ground storage tanks with a combined total usable storage volume of 2,991,000 gallons. Based on a study of the system storage capacity requirements recently completed by RHMG (Vernon Hills Water System Storage Capacity Expansion, RHMG Engineers, Inc., December, 2017), a 2.0 million gallon ground storage reservoir and pump station should be constructed within the Vernon Hills Water System.

The recommended location for the new 2.0 million gallon reservoir was originally in the vicinity of the existing Vernon Hills South Delivery Structure in the Grosse Point Subdivision. However, based on feedback from the Village, the Park District and residents, this location is no longer viable. Therefore alternatives involving a new site within a commercial area, a 2.0 million gallon expansion at the existing Granger Reservoir, or construction of the reservoir at LCPWD's Vernon Hills New Century Town Water Reclamation Facility are now to be investigated.

Scope of Services

- 1. Evaluate Purchase of 2 Acres of Commercial Land Within Vernon Hills or a County-Owned Parcel to Construct a 2.0 Million Gallon Reservoir –** Potential sites within commercial zoning districts (B1-General Business, B1-PUD Planned Unit Development, BP- Business Park) which could accommodate a 2.0 million gallon reservoir will be identified. Estimated costs for land acquisition and construction of a cast-in-place concrete partially buried reservoir at two potential sites will be prepared.



RHMG ENGINEERS, INC.

Ms. Brittany Sloan, P.E.
Lake County Public Works
Re: Proposal for Design Engineering Services
Vernon Hills Water System Reservoir
Supplementary Planning Work

April 23, 2019

Page 2

2. **Evaluate a 2.0 Million Gallon Reservoir Expansion at the Existing Grainger Reservoir** – Based on a number of factors, expansion of the Grainger Reservoir was ranked lowest of all of the viable storage locations evaluated in the Vernon Hills Water System Storage Capacity Expansion Study. Under this task, this alternative will be revisited. Any additional land requirements or special approvals from Grainger will be identified. The estimated cost for constructing a 2.0 million gallon reservoir will be prepared. Non-cost advantages and disadvantages of a reservoir expansion at this location will also be identified.
3. **Evaluation of Construction of a 2.0 Million Gallon Reservoir at LCPWD's Vernon Hills NCT Water Reclamation Facility** - The feasibility of constructing a 2.0 million gallon reservoir at LCPWD's Vernon Hills New Century Town Water Reclamation Facility will be evaluated. Any plans for future additions or expansions at the NCTWRF will be identified. The ability of the site to accommodate the reservoir will be reviewed and associated construction costs will be prepared. Connections to the existing water system will be included in the analysis and cost estimate.
4. **Evaluate Rehabilitation / Expansion or Replacement of the Bradley Road Reservoir** – As recommended in the Vernon Hills Water System Storage Capacity Expansion Study, LCPWD is currently in the process of applying to the IEPA to allow combination of the Vernon Hills and Knollwood – Rondout Water Systems. The Knollwood-Rondout Water System includes a 1.0 million gallon welded steel ground storage reservoir located on Ballard Drive near North Bradley Road. Therefore another alternative that will be evaluated involves rehabilitation and expansion or replacement of this reservoir in order to provide the required additional 2.0 million gallons of storage.
5. **Prepare a Vernon Hills Operational and Elevational Settings Illustration** – The Vernon Hills Water System Storage Capacity Expansion Study included a figure illustrating the operational elevations and settings for the existing Vernon Hills Water System. As part of this task, this figure will be expanded to incorporate the selected new storage reservoir site plus the Knollwood Water System.
6. **Prepare Letter Report** – A letter report summarizing the findings of the supplementary planning work will be prepared and submitted to LCPWD.
7. **Review Meeting With LCPWD** - RHMG staff will meet with key LCPWD staff to discuss the findings of the supplementary planning work in more detail.



RHMG ENGINEERS, INC.

Ms. Brittany Sloan, P.E.
Lake County Public Works
Re: Proposal for Design Engineering Services
Vernon Hills Water System Reservoir
Supplementary Planning Work

April 23, 2019

Page 3

8. **Meetings and Coordination with Stakeholders** – As required, RHMG will prepare exhibits and participate in meetings with stakeholders relative to selection of a final reservoir site and configuration. The exhibits will include renderings / elevations with landscape buffering for each alternative.

Engineering Fees and Schedule

RHMG proposes to perform the above services on an hourly rate basis using the rates included in the attached Exhibit A, with a not-to-exceed fee limit of \$41,705. A detailed manpower estimate illustrating the basis of the proposed fee limit is included as Exhibit B. We will complete these services within 90 calendar days after authorization to proceed unless we are delayed due to circumstances beyond our control:

We appreciate this opportunity to be of continuing service to the Lake County Public Works Department. If you have any questions or comments, please contact me at our Mundelein office.

Sincerely yours,

RHMG ENGINEERS, INC.

William R. Rickert, P.E., BCEE, CFM
President

WRR/kar

Attachments



975 Campus Drive, Mundelein, IL 60060
847.362.5959 | Fax 847.362.0864
www.rhmg.com

EXHIBIT A
BILLING RATES

Classification	Average Hourly Billing Rate
Senior Principal	\$180.00
Principal/Project Manager	\$157.00
Senior Project Engineer	\$150.00
Senior Designer	\$147.00
Project Engineer	\$122.00
Junior Engineer	\$108.00
Structural Engineer	\$157.00
Architect	\$124.00
Electrical Engineer	\$151.00
Field Engineer	\$128.00
Field Representative	\$108.00
Senior Drafter/Technician	\$96.00
Drafter/Technician	\$90.00
Junior Drafter/Technician	\$71.00
Clerical	\$69.00

**EXHIBIT B
MANPOWER & FEE ESTIMATE
SUPPLEMENTARY PLANNING WORK
VERNON HILLS WATER SYSTEM RESERVOIR
LAKE COUNTY DEPARTMENT OF PUBLIC WORKS**

Task	Senior Principal	Sen. Proj. Eng.	Electrical Eng.	Struct. Engineer	Architect	Project Engineer	Mech. Engineer	Senior Drafter	Field Rep.	Clerical	Total
1. Evaluate purchase of 2 acres of commercial land within Vernon Hills and construct 2.0 MG reservoir	2	12		8	8	4		12			46
2. Evaluate construction a 2.0 MG reservoir expansion at the Existing Grainger Reservoir	2	8		12	8	4		12			46
3. Evaluation of construction of 2.0 MG reservoir at LCPWD's NCTWRF	2	8		12	8	4		8			42
4. Evaluate rehabilitation/expansion or replacement of the Bradley Road Reservoir	2	12		8	4	8		12			46
5. Prepare a Vernon Hills Operational and Elevational Settings Illustration	2	8						8			18
6. Prepare letter report	2	12		2	2			16		8	42
7. Review meeting with LCPWD Staff	4	4									8
8. Meetings & coordination with stakeholders	20	16						16		8	60
Total Hours	36	80	0	42	30	20	0	84	0	16	308
Rate	\$180.00	\$150.00	\$151.00	\$157.00	\$124.00	\$122.00	\$129.00	\$96.00	\$108.00	\$69.00	
Cost	\$6,480	\$12,000	\$0	\$6,594	\$3,720	\$2,440	\$0	\$8,064	\$0	\$1,104	
TOTAL LABOR											\$40,402
DIRECT EXPENSES											
RHMG											\$1,303
TOTAL ESTIMATED LABOR PLUS EXPENSES											\$41,705