

**CHANGE ORDER NO. 1**

Owner: Lake County Public Works Department Date 5/13/21

Project Preliminary Design for Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements

Owner's Contract No. PW# 2020.130 Contractor Donohue & Associates

Date of Contract Start 2/1/2021 \$ 94,900.00

You are directed to make the following changes in the Contract Documents. Description:

Additional survey for preliminary engineering: survey of the entire right-of-way (ROW) along Saunders and Riverwoods Roads from Duffy Lane to Parkway Boulevard for preliminary and final engineering design.

Reason for Change Order:  
See Attachment A

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	\$ <u>94,900.00</u>	Original: <u>N/A</u>	<u>150</u>
Previous Change Orders:	\$ <u>0.00</u>	Previous Change Orders:	<u>0</u>
This Change Order:	\$ <u>9,000.00</u>	This Change Order:	<u>0</u>
Contract Price with all approved Change Orders:	\$ <u>103,900.00</u>	Total of all approved Change Orders:	<u>150</u>
		Original Completion Date:	<u>6/30/21</u>
		Revised Completion Date:	<u>N/A</u> <u>6/30/21</u>

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

PROPOSED: By: <u></u> Contractor (Authorized Signature)	<u>5/17/2021</u> Date
RECOMMENDED: By: <u></u> Engineer (Authorized Signature)	<u>5/18/2021</u> Date
APPROVED: By: <u></u> Owner (Authorized Signature)	<u>5/18/21</u> Date

NOTE: OWNER is required to complete a Change Order Authorization form if change decrease or increase is for \$10,000 or more, or time of completion is 30 days or more.

## ATTACHMENT A

### Reason for Change Order No. 1

The cost for topographic survey in Donohue's original proposal assumed only half the ROW (centerline of road to edge of ROW) would be required since the sewer and force main alignments would likely need to follow the existing sewer and force main alignments, which are located well off the roadway in the ROW. This was considered adequate to develop the Preliminary Design. Additional survey for any major revisions to the alignments required due to information obtained during Preliminary Design was assumed to be picked up in Final Design as necessary. LCPW and Donohue now both agree it would be beneficial and most efficient to complete a full ROW to ROW survey as part of the Preliminary Design phase that would cover any potential alignments and be suitable for final design and preparation of bid documents.

Original costs for a surveyor subconsultant was estimated at \$25,000 per our original fee proposal dated 12-16-2020 and contract executed 1-19-2021. Based on a recent quote received from Terra Tec (selected surveyor for the project, letter proposal attached), the cost for a complete ROW to ROW survey (Task 1 of their proposal) is estimated at \$33,000. After adding Donohue subconsultant mark-up and subtracting credits to keep the Change order less than 10% of the Agreement fee, a change order in the amount of \$9,000 is requested at this time for the additional survey services. A summary of the calculated amount is below.

Task	Description	Amount	Comments
3.01 Survey	Original Survey Budget with Donohue Mark-up (5%)	\$25,000	See Agreement Fee Schedule
	Revised Scope Proposal from Terra Tec	\$33,000	See Attached Terra Tec Proposal
	Revised Survey Budget with Donohue Mark-up (5%)	\$34,650	
	Net Change Order Amount	\$9,650	
	Credit from Terra Tec	-\$620	Keep CO below 10% of Fee
	Credit for Donohue Mark-up	-\$30	Keep CO below 10% of Fee
	Revised Change Order Amount	<b>\$9,000</b>	



W67 N222 Evergreen Blvd., Suite 205  
Cedarburg, Wisconsin 53012  
Tel.: 262.377.9905  
Fax: 262.375.1958

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April 4, 2021

Mr. Paul Shadrake, PE  
Donohue & Associates, Inc.  
230 West Monroe Street, Suite 2925  
Chicago, Illinois 60606

Re: Lake County Survey  
TerraTec Project No. P2103017

Dear Mr. Shadrake:

TerraTec Engineering, LLC (TerraTec) is pleased to provide this surveying services proposal to Donohue & Associates, Inc. (Donohue) for the above referenced project. The project task is to perform a topographic survey for the design of new utilities in Lake County, Illinois. The topographic survey is to be used to prepare a base map for use in design plans.

The limits of the survey are shown in the attachment (entitled Survey and Soil Boring Exhibit) to your e-mail dated March 31, 2021. The length of roadway is approximately 10,000 feet along Saunders Road beginning at the Parkway North Boulevard intersection and extending north to Duffy Lane. Within the subject survey limits, there are six intersections, all of which will be surveyed to 50 feet past the intersection radius.

There are three separate prices presented:

Task 1 – Full Right-of-Way Width Survey - For width of the survey will be the width of the right-of-way, which varies from 66 feet to 102 feet, depending upon the stretch of road

Task 2 – Half Right-of-Way Width Survey - For the width of the survey to only be half of the width of the right-of-way, depending upon which side of the road the proposed sewer work will be performed as shown in the Preliminary Design Saunders Rd Sewer dated February 9, 2021 and that was attached to your March 30, 2021 e-mail. Where the proposed sewer crosses the roadway, a 100-foot swatch of roadway perpendicular to the proposed sewer alignment will be surveyed. Note: all five intersections will be fully surveyed.

Task 3 – Task 2 plus consideration of property takings. Title reports will be ordered for the subject properties and the associated property line will be defined based on the title report.

For all three TerraTec will perform the following activities:

- Obtain publically-available right-of-way mapping for the subject roadways. Where right-of-way maps are not available, TerraTec will obtain publically-available subdivision platting and plats of surveys. This information will be used along with the field surveyed property corner monumentation/pins to determine the extent of the right-of way. Note: for Task 1 above, the full right-of-way will be shown on the provided mapping. For Task 2 and 3 above, only the half of the right-of-way which the proposed sewer will be located will be shown.
- Contact J.U.L.I.E. to mark utilities and obtain electronic mapping.
- Perform topographic survey, which shall include surface types (i.e., concrete pavement, asphalt pavement, and grass), surface structures, trees (note if tree grouping – the tree line will be surveyed and trees larger than 8-inch in diameter will be located), observable property corners monuments/pins, measure downs and rims of sanitary/storm sewer structures, and top of valve and top of pipe elevations at water valves. Note, roadway patches of a different material will not be surveyed (i.e., asphalt patch in concrete pavement).

- Provide CADD mapping of survey and DTM (1' contours) within the project limits. In addition, TerraTec will provide an ASCII file with a listing of points shot, to include point number, northing, easting, elevation, and description.
- Property lines will be provided based on mapping provided by Donohue. Property titles will not be ordered or reviewed for this project.

## FEE & SCHEDULE

TerraTec proposes to complete the design survey services for a **lump sum cost of: Task 1 - \$33,000 Task 2 - \$22,000 and Task 3 - \$22,000 plus \$350 plus the cost for the title reports for each parcel impacted by proposed property takings.** The cost will be effective if this proposal is accepted by Donohue & Associates within 60 days of the date of this proposal. Proposed changes, if any, to the scope of work following commencement of TerraTec services will be discussed with you and amendments made to the original work scope and fee.

## GENERAL PROJECT UNDERSTANDING

1. This proposal does not include property boundary surveys; civil, environmental, geotechnical engineering; architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
3. If the work is being ordered in the fall-winter time of year, the Client is advised that snow cover may obscure certain topographic features that could be missed. The Client will hold harmless TerraTec from all responsibilities resulting in missed feature location due to snow and/or ice cover as well as other types of cover (i.e., cars, trucks, etc.).
4. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "J.U.L.I.E." If additional utilities are known to exist on the property(ies), the Client will provide existing plans of other utilities serving the site and the building that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
5. TerraTec will not warrant the accuracy or completeness of the field markings by J.U.L.I.E. and their subcontractors. Any user of this map is hereby notified that such reliance of underground utility locations by J.U.L.I.E. is at the user's risk, and will hold harmless TerraTec from any recriminations due to missing underground utilities not marked by J.U.L.I.E. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
6. All submittals are final. Any requested modifications will be performed on a time and material basis.
7. TerraTec cannot guarantee approvals of any applications.
8. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. For additional services rendered, if any, but not included in the scope of work described in the above section of this proposal, invoice amounts will be based on the actual units used at the rates shown on the attached fee schedules, and will also include travel costs, and other expenses incurred by TerraTec in rendering the services of this proposal.
9. The maps will be prepared in accordance with the drafting and design standards established by TerraTec, which reflect common engineering practice. Drawings will be prepared in AutoCAD Civil3D 2018.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.

11. Individual trees will be located and size identified on the drawing. Tree groupings and wooded areas will be outlined only. Species will not be listed and are not included in this proposal. If species are required, this service can be provided for additional fees if required and requested by the Client.
12. Ownership and Use of Documents
  - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
  - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
  - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

**TERMS AND CONDITIONS**

TerraTec Engineering, LLC. proposes to perform this work under the Donohue standard subconsultant agreement that TerraTec has previously work under. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by this proposal.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to TerraTec Engineering, LLC. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, should you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so at your convenience

**CLOSING**

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

**TERRATEC ENGINEERING, LLC.**

*Linda K. Johnson*

Linda K. Johnson, P.E.  
Principal

**ACCEPTED BY:**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_