

## AGREEMENT # 10192 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (hereafter sometimes "County") and AECOM Technical Services, Inc., 4135 Technology Parkway, Sheboygan, Wisconsin, 53083 (hereafter "Engineer").

### RECITALS

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

Project Name: Design Services for Des Plaines River Water Reclamation Facility Phase II Improvements

*As described in Attachment A (the "Project"); and*

WHEREAS, the Engineer is a professional provider of engineering services and desires to perform the services described in Attachment A pursuant to the terms and conditions of this Agreement.

**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 (the "Services.")* Services shall be performed in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location.

#### SECTION 3. DURATION AND DELAYS

The Services shall be completed within 365 days after execution of this Agreement.

Notwithstanding the foregoing, Engineer shall not be liable for delays in or failure to perform the Services caused directly or indirectly by circumstances beyond Engineer's control, including but not limited to acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of Lake County or third parties, site inaccessibility or inability of others to obtain material, labor, equipment, or transportation. Should any of the above occur, then the date for completion shall be extended for a period of time equal to such delay, provided that Engineer reports the delay to Lake County within a reasonable time of its discovery.

#### 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 results from Engineer's negligent acts in the performance of the Services. The foregoing indemnity shall apply except to the extent such injury, death or damage is caused by the willful, wanton or negligent conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder. Notwithstanding any other provision of this Agreement, (1) Engineer's liability under this Agreement for the performance of the Services shall be limited to the amount of Engineer's compensation under this

Agreement; and (2) neither party shall be liable to the other party for consequential, incidental, indirect, special and punitive damages, regardless of whether it is advised of the possibility of such damages.

#### **SECTION 5. INSURANCE**

The Engineer must obtain, for the term of the Agreement 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:

- Workers' Compensation Insurance** covering all liability of the Engineer arising under the Workers' Compensation Act and Workers' Occupational Diseases Act at statutory limits.
- Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

<b>General Aggregate Limit</b>	<b>\$ 3,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$ 1,000,000</b>

- 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 or 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 an amount on a time and materials basis not to exceed \$680,000.

#### **SECTION 7. INVOICES & PAYMENT**

Invoices may be submitted for work performed on a monthly basis based upon the Services completed. Invoice(s) detailing the services provided shall be submitted as provided below. Payments shall be made within the time periods specified in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Engineer will address Invoices to:

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, IL 60048 – 1391  
Attn: Charles DeGrave, P.E.

County will make Payments to

AECOM Technical Services, Inc.  
Department CH 10285  
Palatine, IL 60055-0285

## **SECTION 8. STATEMENT OF OWNERSHIP**

The drawings, specifications and other documents prepared by the Engineer in the performance of the Services shall become the property of the County upon payment of the Engineer as provided herein, 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 Lake 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. For purposes of the foregoing sentence, "default" shall mean Engineer's breach of its obligations under this Agreement and Engineer's failure to cure the breach within 30 days after receipt of written notice thereof from the County.

## **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 drawings, specifications, other documents prepared and other work performed by the Engineer in the performance of its obligations under Attachment A to this Agreement 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 with respect to such documents 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 Lake County promptly of any change in its status resulting from any of the following: (a) Engineer is acquired by another party; (b) Engineer becomes insolvent; (c) Engineer, by voluntary petition or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Code; (d) Engineer ceases to conduct its operations in the 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:

AECOM Technical Services, Inc.:

\_\_\_\_\_  
GARY L. REIS  
Lake County Purchasing Agent  
Lake County  
Date \_\_\_\_\_

*Richard Hope / by RW*  
\_\_\_\_\_  
RICHARD HOPE, P.E.  
Vice President  
AECOM Technical Services, Inc.  
Date 10/22/10

Attest:  
  
\_\_\_\_\_

**ATTACHMENT A  
SCOPE OF SERVICES**

**DESIGN SERVICES FOR  
DES PLAINES RIVER WATER RECLAMATION FACILITY PHASE II IMPROVEMENTS**

**PART I  
AECOM RESPONSIBILITIES**

**A. PROJECT DESCRIPTION**

The project consists of design, bidding, and related services for the Lake County Department of Public Works ("COUNTY") by AECOM ("ENGINEER") for the Phase II Improvements at the Des Plaines River Water Reclamation Facility (WRF).

The Phase II improvements to the WRF are generally described in the March 2010 Design Basis Report prepared by the ENGINEER. Approval of the Design Basis Report was received from the IEPA in a letter dated July 26, 2010. The COUNTY wishes to proceed with design and bidding of the Phase II improvements. In general, the Phase II improvements will include the following facilities:

1. Refurbish Existing Battery A Tanks for Peak Flow Storage
  - a. Refurbish aeration tanks, digesters, and clarifiers to provide storage and settling of wet weather flows.
  - b. New influent and effluent channels.
  - c. Slope tank floors for drainage and install drains. Provide equipment such as water cannons and pumps to assist in draining and cleaning tanks following use.
2. New Standby Electrical Generator
  - a. Design generator system and associated transfer switch for powering Battery B Raw Wastewater Pumping Station and Pekara Water Booster Station. Preliminary size per the Design Basis Report is 1,000 kw.
  - b. Generator will be contained in a pre-fabricated weatherproof enclosure provided by generator manufacturer.
3. Improvements to Battery B Raw Wastewater Pumping and Screening Equipment
  - a. New flow metering vault to allow metering of raw wastewater flows through the 36-inch forcemain. Vault will be below grade concrete structure, with concrete slab at grade, large enough to contain flow metering equipment. Vault will be provided with ventilation, lighting, sump pump, and access via a ladder and hatch.
  - b. Remove the two existing coarse screens and the two fine screens and associated compactors in the Raw Wastewater Pumping Station.
  - c. Provide two new mechanical fine screens and screenings washing and compacting equipment in the existing Raw Wastewater Pumping Station.
4. Addition of One Clarifier and RAS pump to Battery B
  - a. New sixth final clarifier, same size and type as existing units.
  - b. New variable speed RAS pump in the existing RAS/WAS Building.

- c. Influent, effluent, RAS, and scum piping for the new clarifier and piping required for new RAS pump.
- 5. Add Filtration Equipment to Battery B
  - a. Tertiary filtration equipment in two existing empty cells in the Filter Building.
- 6. Aerobic Digester Diffuser Replacement
  - a. Remove existing diffuser system from the aerobic digesters.
  - b. Provide new medium pore diffuser system for the digesters.
- 7. Miscellaneous Improvements
  - a. Replace the carbon media in the existing odor control unit for Building No. 20, Raw Wastewater Pumping Station.
  - b. Remove paint coating and clean all surfaces of the existing five Battery B final clarifier mechanisms (Structure No. 40). Provide new paint coating.
  - c. Replace the air conditioning unit for the control room in Building No. 45, RAS/WAS Building, with a new unit.
  - d. Replace the make-up air unit for Building No. 50, Filter Building, with a new unit.
  - e. Replace the W2 water pump system in Building 90, Sludge Dewatering Building, with a new system. System components requiring replacement include the two W2 pumps, break tank for pump suction, hydro-pneumatic tank on pump discharge, and system controls.
  - f. Improvements to existing piping and channels and new piping and channel systems for the Phase II facilities.
  - g. New plant access roads and walkways as required for access to and around new or modified facilities described above.
  - h. Add electric control valves and air flow meters on each of nine air header pipes that provide air to the nine aeration tank passes in Battery B.
  - i. Add Battery B aeration tank baffle walls, mixers, and modifications to the diffusers and aeration system to provide mixing zones to reduce aeration energy requirements and improve settling characteristics. These modifications would only be added if it is determined to be cost effective and prudent to do so based on the results of the technical memorandum on this topic.
- 8. Instrumentation and Control System
  - a. Design instrumentation and control system for new process equipment.
  - b. System will include automatic and manual control through control panels located near the equipment. Process monitoring signals will be brought back to the existing Wonderware central monitoring system in the Administration Building by using the existing SCADA system. Configuration of existing central monitoring system for new signals is not included in the scope and will be done during the project's construction phase.
- 9. Electrical System
  - a. Electrical system design for the modified and new facilities discussed above.

## B. DESIGN SERVICES

Services to be provided by the ENGINEER for this Project are as follows:

### Project Development Phase

1. Furnish a project manager who will coordinate project activities and will be the principal liaison between ENGINEER, COUNTY, and regulatory agencies.
2. Conduct a project kickoff meeting (Workshop No. 1) with COUNTY to review Design Basis Report recommendations, project schedule, scope, and goals. Attend other meetings with COUNTY representatives to review the design at appropriate stages.
3. Obtain subsurface information. Soil borings or other subsurface explorations are necessary to secure information for design purposes. Select a geotechnical consultant to perform the subsurface explorations and prepare a geotechnical report. The contract for geotechnical services shall be between ENGINEER and the geotechnical consultant.
4. Review the Design Basis Report. Confirm sizing of processes and equipment recommended in report. Review existing reports and review available record drawings and other data furnished by the COUNTY as necessary for design activities.
5. Perform a site design survey. Prepare site base mapping and topographic mapping necessary for the project. Property surveys are to be furnished by the COUNTY. Prepare a topographic map of the site. The map will show the location of existing above ground structures and features and site topography.
6. Finalize the design basis memorandum, from the Design Basis Report, for the proposed Phase II facilities. List and describe characteristics, loadings, and capacities of treatment processes and proposed manufacturers of process equipment. Submit to COUNTY for review. Prepare a pollutant mass balance for the proposed facilities showing wastewater characteristics, concentrations, flows, and sludge production.
7. Prepare the following technical memorandums for the Phase II facilities:
  - a. Conversion of Battery A tanks to wet weather storage: This technical memorandum will evaluate options for filling, draining and cleaning the tanks, and consider such items as to whether grit removal should be provided ahead of the tanks. Design of any grit removal facilities is not in the scope and would occur in the future Phase III or Phase IV project.

This technical memorandum will also evaluate the feasibility of increasing the storage capacity of the existing basins by raising the basin walls and compare this option with the recommended Phase IV facilities for constructing an additional pump station and new equalization basin.

Design of raising the basin walls, if this option is selected, is not in the scope and would occur in the future Phase III or Phase IV project.

- b. Upgrades to Tertiary Filters: Technical memorandum will evaluate two options for adding filtration equipment in the two existing empty filter cells. The two options include sand media filtration equipment similar to the existing or installing new cloth media filtration equipment. Cloth media filters will increase peak flow capacity beyond what sand filter media will provide.
- c. Standby Electric Generator: Evaluate size, type and location and how it should be integrated into the existing electrical system.
- d. Improvements to Battery B Raw Wastewater Pumping and Screening: Technical memorandum will evaluate configuration, meter type, and location for the new flow metering vault and configuration and type of equipment for the new fine screening, washing, and compacting equipment to be located in the existing Raw Wastewater Pumping Station.
- e. Battery B Aeration Control: Technical memorandum will evaluate adding electric control valves, air flow meters, and additional controls on each of the nine air header pipes that provide air to the nine aeration tank passes. Purpose of technical memorandum is to determine if the equipment can provide the degree of control desired and if it is cost effective to do so.
- f. Nutrient Removal: Evaluate the benefits and costs associated with upgrading the Battery B aeration tanks with mixing zones (as recommended in Design Basis Report for Phase IV) at this time to reduce aeration energy costs and improve settling characteristics. The evaluation will include identification of energy savings through nitrogen removal by using the BioWin process model and development of construction cost estimates for installation of baffle walls, mixing system, diffuser and aeration system modifications.

The technical memorandums will include: general narrative description of proposed facilities, evaluation of alternative configurations, cost estimates, potential equipment manufacturers and models, capacities and sizes of structures and equipment, sketches of facilities and equipment, and a recommendation for the proposed facilities and equipment.

- a. Submit technical memorandums to COUNTY for review and comments.
- b. Obtain comments from COUNTY.
- c. Review and evaluate comments.
- d. Meet with COUNTY (Workshop No. 2) to discuss and respond to comments. Revise the preliminary design in response to agreed upon comments by the COUNTY.

#### Project Design Phase

1. Select and size equipment, structures, piping, and valves required for improvements.
2. Perform hydraulic calculations to establish a hydraulic profile for flow through both Battery A and Battery B based on the recommended improvements for all four phases listed in the Design Basis Report. Submit hydraulic calculations and



hydraulic profile to COUNTY. Perform hydraulic calculations to size new piping and pumps.

3. Prepare unit process flow sheets for the Phase II facilities showing process tanks and equipment, process flow streams, flow isolation and flow control devices, field instrumentation and control panels. Prepare a preliminary functional description of operation and control for each unit process. Flow sheets will include a general description of monitoring signals to the plant monitoring system.
  - a. Submit flow sheets to COUNTY for review and comments.
  - b. Obtain comments from COUNTY.
  - c. Review and evaluate comments and provide response.
  - d. Meet with COUNTY (Workshop No. 3) to discuss comments and to present recommendations for addressing comments. Revise the design in response to agreed upon comments by the COUNTY.
4. Prepare drawing base sheets of existing facilities that will be modified as part of the Phase II design.
5. Prepare a conceptual site plan and preliminary layout drawings of phase II facilities showing: plan views; major sections; building, tank, and room dimensions; major space requirements for process, electrical, I&C, HVAC, and architectural components; and size and elevation of large diameter process piping and channels. Conceptual site plan will also show phase III and IV facilities proposed in the Design Basis Report.
  - a. Submit preliminary layouts to COUNTY for review and comments.
  - b. Obtain comments from COUNTY.
  - c. Review and evaluate comments and provide response.
  - d. Attend meeting with COUNTY (Workshop No. 4) to discuss comments and to present recommendations for addressing comments. Revise the design in response to agreed upon comments by the COUNTY.
6. Prepare a preliminary construction cost estimate based on the flow sheets and preliminary layouts.
7. Prepare process and instrumentation drawings (P&ID's) showing process equipment, process piping and valves, process tanks, field instrumentation, control panels, and PLC's. Incorporate revisions into the P&ID's from the flow sheet meetings. Prepare a functional description of operation and control for each unit process. P&ID's will show control signals between equipment and field instrumentation to control panels, including monitoring signals to the plant monitoring system.
8. Prepare a final layout site plan and final layouts of new and existing facilities showing: plan views; major sections; building, tank, and room dimensions; space requirements for process, electrical, I&C, HVAC, and architectural components; and size and elevation of process piping. The final layouts will incorporate COUNTY and ENGINEER's comments on the preliminary layouts.

9. Review the process and instrumentation drawings and final layout drawings with the COUNTY. Revise the design in response to agreed upon comments by the COUNTY.
10. Prepare a final Design Basis Memorandum for the proposed facilities and submit to COUNTY.

#### Contract Document Phase

1. Prepare draft contract documents including drawings and project manual necessary to receive competitive bids to construct the new facilities and for modifications to the existing facilities.
  - a. Documents will be prepared based on receiving competitive bids for one prime construction contract.
  - b. Documents will be prepared based on final process design memorandum, final P&ID's, and final layout drawings.
  - c. Project manual will include standard forms produced by EJCDC (Engineer's Joint Contract Documents Committee), COUNTY'S standard documents, and ENGINEER'S standard documents. COUNTY will provide completed front end documents (all documents prior to Division 1 specifications). ENGINEER will provide Division 1 through 16 specifications and appendices.
  - d. Plans and specifications will include process mechanical equipment, pumps, and piping for treatment, structural design of buildings, architectural design of buildings, site work including piping, grading and access drives, heating and ventilation and plumbing in buildings, and electrical and instrumentation for the buildings and for the treatment process.
2. Prepare an estimate of probable construction cost based on the contract documents

#### Review Phase

1. Print sets of draft contract documents for COUNTY review (5 half size sets); review by Illinois Environmental Protection Agency (IEPA), and for ENGINEER'S final quality review.
2. Prepare IEPA construction permit forms. Submit permit forms and contract documents to IEPA for review.
3. Conduct ENGINEER'S final quality review of draft contract documents.
4. Attend meeting with COUNTY'S representatives (Workshop No. 5) to review COUNTY's and ENGINEER'S comments on contract documents. Revise the contract documents in response to agreed upon comments by the COUNTY. Revise the contract documents in response to IEPA comments.

## C. PERMIT ASSISTANCE

### 1. Field Investigation and Wetland Delineation Report

Complete a field investigation of the project area and perform a routine wetland delineation of the entire WRF site utilizing the procedures detailed in the 1987 U.S. Army Corps of Engineers' (Corps) wetland delineation manual. Identify and flag wetland boundaries for surveying by ENGINEER. Once completed, review a copy of survey against field notes and incorporate the surveyed boundaries into wetland delineation report and site drawings that will be included in contract documents. Work will include an analysis of the jurisdictional status of the existing stormwater detention basin on the site.

Utilize the information obtained to complete a wetland delineation report. The report will be in accordance with Corps and Lake County requirements including an aerial photograph showing the surveyed wetland boundaries, required Corps data forms for sample points, observed vegetative species lists, and representative color photos.

### 2. Request for Jurisdictional Determination and Wetland Boundary Concurrence

A wetland jurisdictional determination and wetland boundary concurrence will be obtained from Lake County Stormwater Management Commission (LCSMC) or Army Corps of Engineers after delineation report is completed. Prepare and submit correspondence requesting a jurisdictional determination and wetland boundary concurrence and if necessary, attend one field meeting. LCSMC will require a review fee to be paid by COUNTY and will typically respond in writing within 30 days.

### 3. Update Stormwater Management Plan

Meet the requirements for additional stormwater management (if required) to address the new impervious surface and hydrologically disturbed areas. Tasks will include the following:

- a. Review existing stormwater report previously prepared for existing facilities
- b. Update calculations to include proposed Phase II facilities.
- c. Prepare revised stormwater report for submittal to approving agency.

### 4. Contract Documents

Prepare final plans and specifications for new stormwater features for incorporation into contract documents. This work will include the design of the necessary sediment and erosion control measures and best management practices for the disturbed areas.

### 5. Stormwater Pollution Prevention Plan (SWPPP)

Prepare a SWPPP for submittal to IEPA to comply with the new NPDES regulations.

6. Watershed Development Permit Assistance

At this time, the exact level of stormwater permitting that will be required through the Lake County Watershed Development Ordinance is undefined until initial tasks in the permitting process are completed. The scope of work is based on preparation of initial permit submittals, agency coordination, attendance at two meetings with agencies, preparation of responses to agency comments, and revision of submittals as required.

7. Permitting Coordination Meetings

Attend up to three meetings with the COUNTY for purposes of reviewing and coordinating permitting requirements.

8. Building Permit:

- a. Provide to COUNTY contract documents for building permit.
- b. COUNTY will submit documents for building permit and pay all fees.

**D. STATE OF ILLINOIS ENVIRONMENTAL REVIEWS**

1. In addition to the IEPA Construction Permit, prepare submittals to the State of Illinois Historical Preservation Agency and to Department of Natural Resources Division of Natural Resources Review and Coordination.

**E. BIDDING PHASE SERVICES**

1. Prepare one full size and one half size reproducible copies of final contract document drawings and one reproducible copy of project manual and submit to COUNTY. COUNTY will print and distribute bid sets to interested bidders.
2. Provide bidding coordination for one prime construction contract that includes responding to contractor questions, preparation of appropriate addenda, and attendance at and management of a pre-bid meeting.
3. Attend bid opening, prepare bid tabulation, and make recommendation to COUNTY on contract award.
4. Review contractor's major equipment list, if included in the bid form, and provide comments to COUNTY.

**C. ASSUMPTIONS AND CONDITIONS**

1. Presence of significant historic and cultural resources or threatened and endangered species is not anticipated and, therefore, further studies or permitting relating to these are not included.
2. No property staking or land surveys are included in the scope of services.
3. Landscaping and planting plans are not required.
4. Expansion of the existing stormwater retention basin is not required.
5. The Phase II facilities will be able to be located outside of the 100 year floodplain. Additional compensatory storage, beyond what already exists on site, will not be required.
6. An estimate of project hours and costs are in Attachment B.

**PART II  
COUNTY'S RESPONSIBILITIES**

COUNTY, at its expense, shall do the following in a timely manner so as not to delay the Services.

**A. INFORMATION/REPORTS**

1. Furnish ENGINEER information, reports (including stormwater report), tests, operation and maintenance manuals, and record drawings of existing facilities, all of which ENGINEER may rely upon without independent verification in performing the Services.

**B. REPRESENTATIVE**

1. Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define COUNTY's policies and make decisions with respect to the Services.

**C. DECISIONS**

1. Provide all criteria and full information as to COUNTY requirements for the Project. Obtain (with ENGINEER's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow ENGINEER to perform the Services.

**D. FEES**

1. Pay fees required for submittal and approval by governmental agencies.

**ATTACHMENT B - ESTIMATE OF PROJECT HOURS AND COST**  
Design Services for Des Plaines WRF Phase II Improvements

Scope No.	Charge Out Rate	Labor Hours													Expenses				Total		
		Proj Dir. & QC	Proj Mgr.	Process	Civil	Stru	Arch	Elec	I&C	HVAC	Plumb	Survey	CADD Tech	Admin	Printing/Plotting	Travel	Equip/Misc./Shipping	Sub-Consultants	Hours	\$	
		\$186	\$174	\$129	\$90	\$109	\$120	\$127	\$110	\$95	\$95	\$77	\$81	\$57							
<b>Project Development Phase</b>																					
1	Project Management		208																	208	\$ 36,265
	Project Planning Meetings	4	16	4	2	2	2	2	2	2				2						38	\$ 5,463
2	Kickoff Meeting/Workshop No. 1	8	16												\$10	\$170				26	\$ 4,570
3	Geotechnical		8			8												\$10,000		18	\$ 12,379
4	Review Design Basis, Records, & Dwgs		8	16	2	2	2	2	2	2										36	\$ 4,753
5	Site Survey		8	4	4								80		\$752	\$380				96	\$ 9,581
6	Design Basis Memo & Mass Balance	4	2	40																46	\$ 6,233
7a	Tech Memo-Battery A Tanks	4	2	80	4	16							8	8	\$22	\$10				122	\$ 14,610
7b	Tech Memo-Filters	4	2	60		4						4	8	8	\$22	\$10				82	\$ 10,050
7c	Tech Memo-Generator	4	2		4	2		40				4	8	8	\$22	\$10				64	\$ 7,564
7d	Tech Memo-Battery B Pump Sta	4	2	80	4	4						8	8	8	\$22	\$10				110	\$ 13,304
7e	Tech Memo-Battery A Aeration Control	4	2	40					4			4	8	8	\$22	\$10				62	\$ 7,484
7f	Tech Memo-Nutrient Removal	4	2	120		4						8	8	8	\$22	\$10				146	\$ 18,085
7	Workshop No. 2 for Tech Memos	16	16	16							8					\$351				56	\$ 9,186
	Designer Site Visits		8	16	8					4	4					\$341				48	\$ 6,289
	<b>Subtotal</b>	<b>56</b>	<b>302</b>	<b>476</b>	<b>28</b>	<b>42</b>	<b>4</b>	<b>60</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>80</b>	<b>36</b>	<b>54</b>	<b>\$ 140</b>	<b>\$ 1,614</b>	<b>\$ 440</b>	<b>\$ 10,000</b>	<b>1158</b>	<b>\$ 165,817</b>	
<b>Design Phase</b>																					
1	Select & Size Major Equipment			80				24	16	16	8									144	\$ 17,372
2	Hydraulic Calculations	16	80	40																136	\$ 22,062
3	Flow Sheet Preparation & FS Mtgs	24	12	120				24												180	\$ 24,616
3	Workshop No. 3 for Flow Sheet Review		16	16											\$29	\$321	\$10			32	\$ 5,206
4	Drawing Basesheets			8								112								120	\$ 10,083
5	Preliminary Layout Dwgs & Mtgs		30	102	36	24	20	30	4	8	4		168		\$47					426	\$ 45,617
5	Workshop No. 4 - Layout Dwg Review		24	24											\$47	\$481	\$10			48	\$ 7,807
6	Construction Cost Estimate	2	4	16	8	8	4	4	4	4				4	\$20					58	\$ 6,773
7	PID's & Functional Descriptions		24	24								96								240	\$ 25,592
8	Final Layout Drawings	24	24	64	10	24	12	24	24	8	4		48		\$47					266	\$ 32,579
9	Review Final Layouts with LCDPW	16		16											\$47	\$321				32	\$ 5,397
10	Final Design Basis Memorandum	4	2	16											\$10		\$10			22	\$ 3,168
	<b>Subtotal</b>	<b>86</b>	<b>216</b>	<b>526</b>	<b>54</b>	<b>56</b>	<b>36</b>	<b>82</b>	<b>168</b>	<b>36</b>	<b>16</b>	<b>0</b>	<b>424</b>	<b>4</b>	<b>\$ 246</b>	<b>\$ 1,123</b>	<b>\$ 30</b>	<b>\$ -</b>	<b>1704</b>	<b>\$ 206,272</b>	
<b>Contract Document Phase</b>																					
1	Draft Contract Documents		59	198	113	150	51	104	93	54	21		379	54						1276	\$ 132,600
2	Construction Cost Estimate	2	8	16	8	8	4	4	4	4	2			4	\$20					64	\$ 7,660
	<b>Subtotal</b>	<b>2</b>	<b>67</b>	<b>214</b>	<b>121</b>	<b>158</b>	<b>55</b>	<b>108</b>	<b>97</b>	<b>58</b>	<b>23</b>	<b>0</b>	<b>379</b>	<b>58</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1340</b>	<b>\$ 140,260</b>
<b>Review Phase</b>																					
3	Final Quality Reviews	22	47	106	53	75	34	80	87	36	21									560	\$ 68,000
2	IEPA Construction Permit Forms		16											2					\$10	18	\$ 2,913
1	Print Contract Doc Review Sets												8	4	\$693		\$20			12	\$ 1,587
4	Workshop No. 5 & Document Revisions	16	32	56	16	20	8	20	20	8	4		320	22		\$341				542	\$ 53,643
	<b>Subtotal</b>	<b>38</b>	<b>95</b>	<b>162</b>	<b>69</b>	<b>95</b>	<b>42</b>	<b>100</b>	<b>107</b>	<b>44</b>	<b>25</b>	<b>0</b>	<b>328</b>	<b>28</b>	<b>\$693</b>	<b>\$341</b>	<b>\$30</b>	<b>\$0</b>	<b>1132</b>	<b>\$ 126,144</b>	
<b>Permit Assistance</b>																					
1-8	Permitting		24		8										\$10				\$22,000	32	\$ 26,915
D.	Historical Society and IDNR Submittals		4												\$7		\$10			4	\$ 714
	<b>Subtotal</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$17</b>	<b>\$0</b>	<b>\$10</b>	<b>\$22,000</b>	<b>36</b>	<b>\$ 27,630</b>	
<b>Bidding</b>																					
1	Bidding Documents to LCDPW		2											1	\$132		\$10			3	\$ 548
2	Bidding Questions & Pre-bid Meeting		24	8	4	4	4	8	4	4	2			8		\$150				70	\$ 9,121
3	Bid Opening & Recommendation		16											1		\$150				17	\$ 2,997
4	Review Equipment List		4	4																8	\$ 1,212
	<b>Subtotal</b>	<b>0</b>	<b>46</b>	<b>12</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$132</b>	<b>\$301</b>	<b>\$10</b>	<b>\$0</b>	<b>98</b>	<b>\$ 13,877</b>	
	<b>TOTAL</b>	<b>182</b>	<b>753</b>	<b>1390</b>	<b>284</b>	<b>355</b>	<b>141</b>	<b>359</b>	<b>383</b>	<b>150</b>	<b>71</b>	<b>80</b>	<b>1167</b>	<b>153</b>	<b>\$ 1,248</b>	<b>\$ 3,379</b>	<b>\$ 520</b>	<b>\$ 32,000</b>	<b>5468</b>	<b>\$ 680,000</b>	