

AGREEMENT 21008 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Donohue & Associates, Inc., 230 W. Monroe Street, Suite 2925, Chicago IL 60606 (hereafter "Engineer").

RECITALS

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

PW# 2020.130 Preliminary Design for Saunders Road Sanitary Sewer, Lift Station and Force main Improvements 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 work shall be completed within 150 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 **\$94,900**.

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: Daniel Salgado

County will make Payments to:

Donohue & Associates, Inc.
 3311 Weeden Creek Road
 Sheboygan, WI 53081-8489

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.

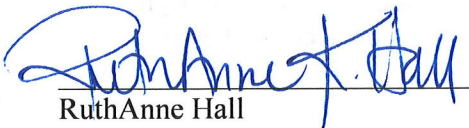
SECTION 19. DELIVERABLES

The Engineer shall provide deliverables as identified in Attachment A.

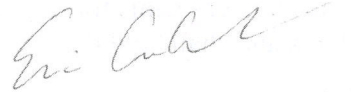
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Donohue & Associates, Inc.
230 W. Monroe Street, Suite 2925
Chicago, IL 60606



RuthAnne Hall
Purchasing Agent
Lake County Purchasing



Eric Cockerill
Vice President

Date: 1/19/2021

Date: 12/16/2020

ATTACHMENT A AGREEMENT 21008

PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS

SCOPE OF SERVICES

The following presents the scope of services for Agreement 21008 of the Sanitary Sewer System Modeling and Capacity Analysis Project. Agreement 21008 is a preliminary design project for recommended improvements identified in Donohue's Saunders Road Sanitary Sewer Capacity Analysis Report dated July 10, 2020. The recommended improvements include (See Attachment A.1 for Figure showing recommended improvements):

- Replacement of the 10-inch diameter VCP sewer constructed around 1971 with a 15-inch diameter PVC sewer from manhole 42RP17 to the Saunders Road Lift Station.
- Replace the Saunders Road Lift Station with a new triplex submersible lift station with a firm flow capacity of 2,800 gpm.
- Construct a new parallel 10-inch PVC force main from the new lift station to manhole 42SN05.

1.0 General / Project Management

- 1.01 Provide monthly status reports. Topics of the status reports will include Activities This Period, Near-Term Activities, Outstanding Issues, Budget Position, and Schedule.
- 1.02 Provide meeting notes that document discussions, decisions, Owner comments, and Owner direction.
- 1.03 Perform quality reviews throughout the duration of the project.
- 1.04 Drawings will be developed using Consultant's CADD standards.
- 1.05 Deliverables shall be in the form of .pdf electronic documents unless noted otherwise. Drawing deliverables shall be 11x17.

2.0 Design Basis Report

- 2.01 Hold project kick-off meeting to review project scope and schedule, introduce key team members, and discuss design concepts and goals.
- 2.02 Review existing information provided by Owner including existing drawings, property information, wastewater flow data, development plans, and other records or information that may have been updated since submittal of the Saunders Road Sanitary Sewer Capacity Analysis Report to verify future capacity for the pump station.
- 2.03 Identify field flow monitoring data needs and coordinate with Owner. Consultant assumes flow monitoring will be carried out by Baxter and Woodman under a separate agreement. Consultant anticipates requesting one temporary flow meter be installed downstream of the existing forcemain discharge at manhole 42SN05.
- 2.04 Evaluate up to two sanitary sewer alignments and two force main alignments.
- 2.05 Develop hydraulic calculations to determine sanitary sewer size, pump size, wet well size, and forcemain size.
- 2.06 Utilize existing sanitary sewer model to refine and run revised simulations based on updated data.

- 2.07 Identify permitting requirements and coordinate with permitting agencies, including IEPA, IDNR, USACE, and the Village of Riverwoods. .
- 2.08 Develop an opinion of probable construction cost for sanitary sewer, pump station, and force main route alternatives.
- 2.09 Summarize information into a Design Basis Report, and provide recommendations for the pump station location and force main alignment.
- 2.10 Perform quality control check on the Design Basis Report.
- 2.11 Submit digital (PDF) copy of Design Basis Report to the Owner for review.
- 2.12 Conduct a Design Basis Report review workshop with Owner.
- 2.13 Incorporate Owner comments to finalize Design Basis Report.
- 2.14 Submit digital (PDF) copy of final Design Basis Report to the Owner.

3.0 Topographic Survey and Geotechnical Investigations

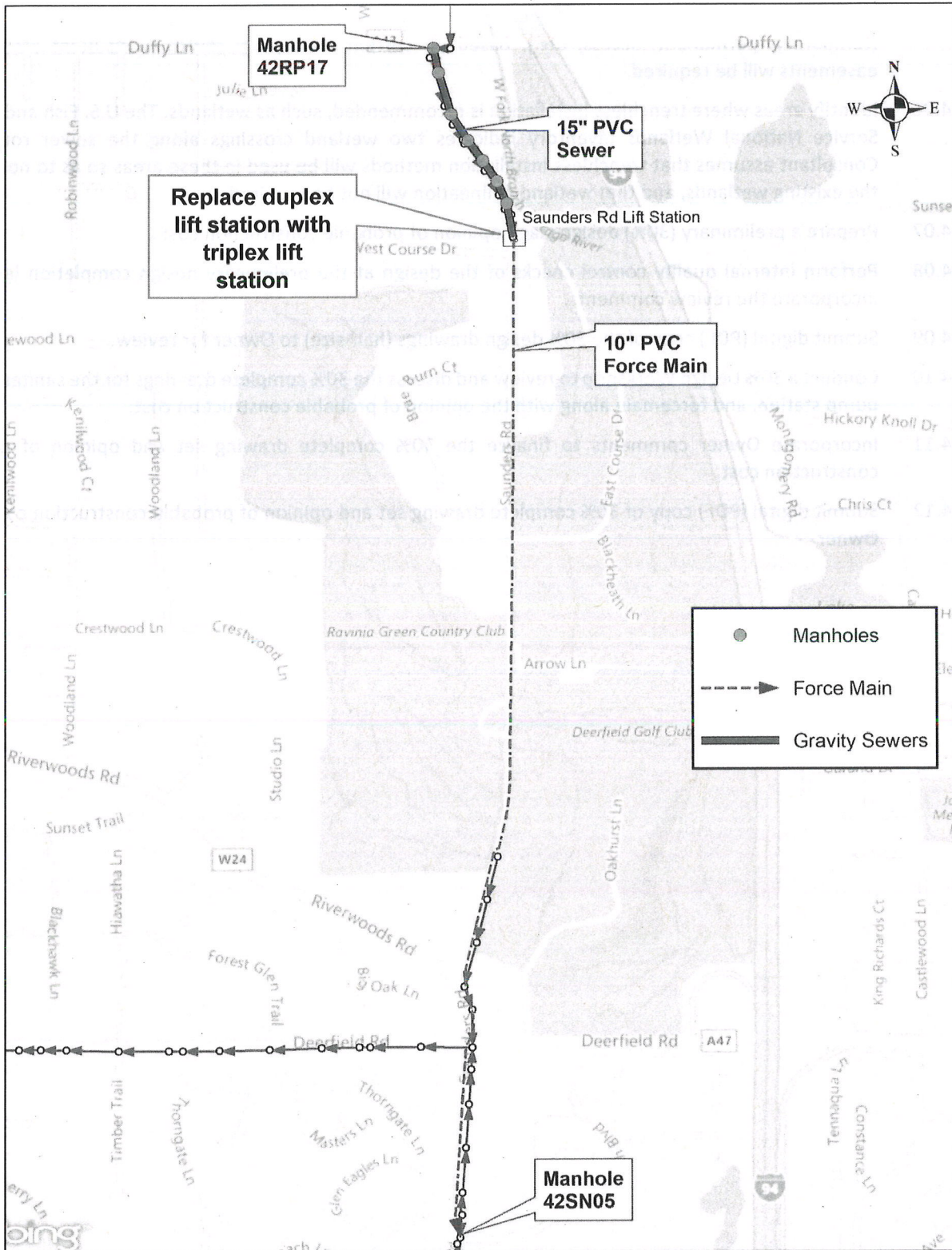
- 3.01 Perform topographic survey of sanitary sewer route, pump station site, and force main route. Survey will include location of existing, marked underground utilities and surface improvements such as pavement edges, curb, driveway openings, trees, manholes, valves, signs, utility/light poles, utility cabinets, retaining wall, and other miscellaneous features. Manhole information (rim elevation, invert elevations, pipe orientation, pipe size) will be collected.
- 3.02 Perform geotechnical investigation of proposed pump station site and 4 selected locations along the force main alignment.

4.0 Preliminary Design

- 4.01 Incorporate field survey and geotechnical data, record drawings, and other existing facility drawings into design drawings that show right-of-ways, property lines, control points and benchmarks, horizontal and vertical location of underground utilities, surface improvements and features as necessary to define topography and existing conditions.
- 4.02 Submit JULIE design stage request, and request facility maps from utility companies identified in JULIE ticket.
- 4.03 Prepare preliminary design information, which evaluates the following items:
 - a. Prepare system head curves for the pump station, identify pump models and approved manufacturers that meet the required flow and head conditions.
 - b. Determine the configuration of the wet well, valve vault, backup generator (if desired), pressure gauges, and other site improvements, and prepare a site plan for the pump station.
 - c. Evaluate the electrical power requirements based on the proposed pumps and the available power. Identify emergency backup power requirements and connection components to provide backup power. Prepare proposed one-line power diagram, contact the power company to identify if the required power can be delivered to the site with existing equipment, and coordinate for new or upgraded power company facilities.
 - d. Identify the requirements for remote monitoring of the pump station. Identify the various alarms, reporting requirements, and other information to transmit based on the Owner's indicated preferences. Prepare preliminary flow and instrumentation diagram drawings as required to identify required components.

- 4.04 Prepare preliminary (30%) design drawings on 11" x 17" half-size sheets. Sewer (gravity and forcemain) plan and profile sheets will be drawn at a half size horizontal scale of 1"=80' and vertical scale of 1"=10'.
- 4.05 Identify where easements or land are likely to be needed, and indicate type of easement required (temporary, permanent, access, etc.). Based on current conceptual routes, Consultant assumes no easements will be required.
- 4.06 Identify areas where trenchless installation is recommended, such as wetlands. The U.S. Fish and Wildlife Service National Wetlands Inventory indicates two wetland crossings along the sewer route. The Consultant assumes that trenchless installation methods will be used in these areas so as to not disturb the existing wetlands, and that wetland delineation will not be required.
- 4.07 Prepare a preliminary (30%) design stage opinion of probable construction costs.
- 4.08 Perform internal quality control checks of the design at the preliminary design completion level, and incorporate the review comments.
- 4.09 Submit digital (PDF) copy of the 30% design drawings (half-size) to Owner for review.
- 4.10 Conduct a 30% Design Workshop to review and discuss the 30% complete drawings for the sanitary sewer, pump station, and forcemain along with the opinion of probable construction cost.
- 4.11 Incorporate Owner comments to finalize the 30% complete drawing set and opinion of probable construction cost.
- 4.12 Submit digital (PDF) copy of 30% complete drawing set and opinion of probable construction cost to the Owner.

**Attachment A.1 – Recommended Improvements from the Saunders Sanitary Sewer Capacity Analysis Report
dated July 10, 2020**



ATTACHMENT B
PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS
Fee Estimate Summary
Donohue & Associates

Task Description	Cassity	Sticklen	Madrid	Gahagan	Rivera	Halbach	Jgrunwald	Koenig	Total Hours	Total Labor	Travel	Printing & Mailing	Sub consultants	Total Cost	Subtotals
	ENG VI	ENG V	ENG III	ENG III	ENG II	ENG II	ENG I	Admin III							
	\$ 195	\$ 180	\$ 145	\$ 145	\$ 130	\$ 130	\$ 115	\$ 80							
1 Project Management															\$ 5,320
1.01 Project Workplan and Monthly Status Reports	12							4	16	\$ 2,660				\$ 2,660	
1.02 Invoicing and Production Coordination	12							4	16	\$ 2,660				\$ 2,660	
									-	\$ -				\$ -	
2 Design Basis Report															\$ 23,440
2.01 Conduct kickoff meeting	4	2	8						14	\$ 2,300	\$ 200			\$ 2,500	
2.02 Review existing information		2	4						6	\$ 940				\$ 940	
2.03 Identify and coordinate flow monitoring needs		2	4						6	\$ 940				\$ 940	
2.04 Alignment evaluation			12						12	\$ 1,740				\$ 1,740	
2.05 Hydraulic calculations	4		12						16	\$ 2,520				\$ 2,520	
2.06 Sanitary sewer model update	2	4	4						10	\$ 1,690				\$ 1,690	
2.07 Permitting agency coordination			4						4	\$ 580				\$ 580	
2.08 Cost estimate	2		4	2	2	2	2		14	\$ 2,010				\$ 2,010	
2.09 Draft design basis report preparation	2	2	12	2	4	4	4	2	32	\$ 4,440		\$ 20		\$ 4,460	
2.10 QA/QC reviews	4	4							8	\$ 1,500		\$ 20		\$ 1,520	
2.11 Draft design basis report deliverable			4						4	\$ 580		\$ 20		\$ 600	
2.12 Review workshop	4		8						12	\$ 1,940	\$ 200			\$ 2,140	
2.13 Finalize design basis report	2	2	4						8	\$ 1,330				\$ 1,330	
2.14 Final design basis report deliverable			2					2	4	\$ 450		\$ 20		\$ 470	
									-	\$ -				\$ -	
3 Topographic Survey and Geotechnical Investigations															\$ 37,720
3.01 Topographic survey	4		4						8	\$ 1,360			\$ 25,000	\$ 26,360	
3.02 Geotechnical investigation	4		4						8	\$ 1,360			\$ 10,000	\$ 11,360	
									-	\$ -				\$ -	
4 Preliminary Design															\$ 28,420
4.01 Base drawing preparation			16						16	\$ 2,320		\$ 20		\$ 2,340	
4.02 Utilities coordination			8						8	\$ 1,160				\$ 1,160	
4.03 Preliminary design	8		20	4	8	4	8		52	\$ 7,520				\$ 7,520	
4.04 Preliminary design drawings			20	4	8	4	8		44	\$ 5,960		\$ 20		\$ 5,980	
4.05 Easement coordination			4						4	\$ 580				\$ 580	
4.06 Opinion of probable construction cost	2		4	2	2	2	2		14	\$ 2,010		\$ 50		\$ 2,060	
4.07 QA/QC reviews	4	4	4	2					14	\$ 2,370				\$ 2,370	
4.08 Draft 30% drawings deliverable	2		2					2	6	\$ 840		\$ 50		\$ 890	
4.09 Review workshop	4		8						12	\$ 1,940	\$ 200			\$ 2,140	
4.10 Finalize 30% drawings			8	2	2	2	2		16	\$ 2,200				\$ 2,200	
4.11 Final 30% drawings deliverable	2		4					2	8	\$ 1,130		\$ 50		\$ 1,180	
									-	\$ -				\$ -	
Total	78	22	188	18	26	18	26	16	392	\$ 59,030	\$ 600	\$ 270	\$ 35,000	\$ 94,900	\$ 94,900
Total Labor Dollars by Staff	\$ 15,210	\$ 3,960	\$ 27,260	\$ 2,610	\$ 3,380	\$ 2,340	\$ 2,990	\$ 1,280							USE => \$ 94,900