

AGREEMENT #12176 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Christopher B Burke Engineering, LTD, 9575 W. Higgins Road Suite 600, Rosemont, IL 60018 (hereafter "Engineer").

RECITALS

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

Round Lake Sanitary District- Design Engineering Excess Flow Facility Improvements as described in Attachment A; and

WHEREAS A Statement of Interest # 12046 for Professional Civil Engineering Services was published and sealed proposals were received on February 29, 2012.

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 dated June 25, 2102

SECTION 3. DURATION

The works shall be completed within 365 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

- **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 \$ 400,000.⁰⁰.

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: Peter Kolb

County will make Payments to:

Christopher B. Burke Engineering, Ltd.
 9575 W. Higgins, Suite 600
 Rosemont, IL 60018

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.

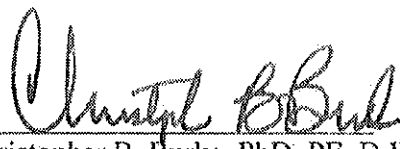
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Christopher B. Burke Engineering, Ltd.:



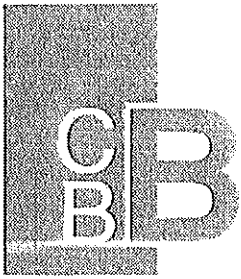
RuthAnne Hall
Purchasing Agent
Lake County Purchasing Division



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Date: 8/14/12

Date: 7/30/12



ATTACHMENT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

June 20, 2012

Lake County Public Works Department
650 West Winchester Road
Libertyville, IL 60048-1391

Attention: Peter Kolb
Director

Subject: Proposal for Professional Engineering Services
**Round Lake Sanitary District – Design Engineering Excess Flow Facility
Improvements**

Dear Peter:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Services for the **Round Lake Sanitary District - Design Engineering Excess Flow Facility Improvements**. Included below is our Understanding of the Assignment, Scope of Services, and Engineering Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL is very well qualified to perform the design engineering services for the **Round Lake Sanitary District – Design Engineering Excess Flow Facility Improvements** project. We have extensive background in the history of this project having prepared the Facilities Plan, provided expert testimony for the County and from our participation in the Northwest Lake County Wholesale Sewer Technical Advisory and Policy Committee meetings where this project has been reviewed in detail.

The proposed improvements for the Round Lake Sanitary District Excess Flow Facilities will require engineering expertise in wetland permitting, Lake County Storm Water Watershed Development Permitting, IEPA Construction Permitting, IEPA Sludge Disposal Permitting, IEPA Financial Assistance Programs, as well as Mechanical, Electrical, Structural, Surveying and Civil engineering needed for the design of the facilities. Our staff of 220 has extensive background and experience that encompasses each of these engineering areas of expertise.

In addition to our permitting and engineering discipline expertise, we have several highly qualified project managers that are adept at maintaining project budgets and schedules. These managers often are faced addressing roadblocks that surface during the design process. We propose to use the Department Head of our Mechanical/Electrical Engineering Department, Mr. John Caruso, as our Project Manager. Mr. Caruso has successfully delivered engineering designs on fast track projects such as the "shovel ready" ARRA Stimulus projects in Riverside and Chicago Ridge, the Tollway Balmoral Avenue Ramp as well as numerous design/build projects.

Electrical Upgrades

Upgrade the electrical service to 480 volt 3 phase. Design new conductors between the ComEd transformers, distribution panels and new electrical loads at the site. The electrical upgrades include a new MCC with circuit breakers and variable frequency drive for each pump. The design will also include new distribution conductors for the aerators and motor operated valves and gates between the distribution panels and the electrical loads. The design includes cable runs for the proposed metering, monitoring and control equipment.

Details for Motor Operated Valves, Sluice Gates, Metering, and SCADA Equipment

- Lagoon No. 3 – 24-Inch Effluent Flow Meter
- Lagoon No. 3 – 24-Inch Motor Operator for Effluent Valve
- Lagoon No. 3 – Lagoon Level Meter
- Lagoon No. 2 – 24-Inch Effluent Meter
- Lagoon No. 2 – 24-Inch New Sluice Gate With Motor Operator
- Lagoon No. 2 – Lagoon Level Meter
- Lagoon No. 1 – Motorized Operator for Existing 8-Foot Weir
- Lagoon No. 1 – Lagoon Level Meter/Flow Meter
- Lagoon No. 1 – New Drain Line Motor Operated Sluice Gate
- Lagoon No. 1 – New Drain Line Meter
- Lagoon No. 1 – Motorized Sluice Gate or Adjustable Weir to draw lagoon level down ahead of predicted wet weather events
- Pump Station – 30-Inch Effluent Flow Meter
- Pump Station – Wet Well Level Meter (Normal Control for Pumps)
- Pump Station – Pump Float Control System (Back-Up for Wet Well Level Meter)
- Diversion Structure – Motor Operated Sluice Gate
- Remote Telemetry Unit – PLC and Communications Transmitter/ Receiver at Round Lake Sanitary District
- Master Telemetry Unit – PLC and Communications Transmitter/ Receiver at East Main Pump Station

Existing Sludge Removal

Bidding and contract documents for the removal and disposal of the existing sludge in Lagoon No. 1. Based upon sludge level readings provided by the County, the estimated volume of sludge in the lagoon is approximately 2.3 million gallons.

Perimeter Landscaping

Design details for approximately 6,400 lineal feet of perimeter landscaping.

Northwest Interceptor Metering and Monitoring

Design of flow and level data collection metering with telemetry link to SCADA system for three locations on the Northwest Interceptor Sewer:

- The 42-Inch Interceptor at the Round Lake Sanitary District Site
- The downstream end of the North Branch 48-Inch Interceptor at Helendale and Rollins Roads
- The downstream end of the Rollins Road 60-Inch Interceptor (near the NWRWRF treatment plant first stage influent pump station)

Task 2 – Topographical Survey and Preparation of Design Base Drawings

CBBEL has the Lake County recently available LIDAR based mapping for all of Lake County. This mapping has 1-foot contours and is very accurate in open areas without vegetative interference. CBBEL will use the LiDAR contours for the site mapping. The LiDAR survey will be supplemented with traditional field surveying and base map preparation in the proposed work areas, specifically where new structures and pipe runs are to be located. CBBEL's field survey crews will shoot locations, rim and invert elevations within the proposed improvement areas for sewers and other utilities and physical features that are visible and accessible. The field data will be downloaded and merged with the LiDAR mapping to prepare base maps that will be used for the design of the improvements.

Task 3 – Sludge Disposal and IEPA Disposal Permit

The bidding and contract documents for the project will include contract requirements for removing and disposal of the sludge from the existing Lagoon No. 1. Based upon data provided by Lake County, it is currently estimated that there is approximately 2.3 million gallons of sludge in Lagoon No. 1. The County has also provided 2 laboratory analyses that indicate that the sludge may be acceptable for land application disposal (as opposed to land filling). During the Topographic Surveying Task, CBBEL's field surveying crews will take additional readings of the lagoon bottom and sludge depth to confirm/update the estimate of volume of sludge to be removed. CBBEL will also assist the County with taking additional sludge samples for laboratory analysis and for use in obtaining an IEPA Permit for the sludge disposal. We have included in our proposed fee the cost for laboratory analysis for 4 sludge samples to demonstrate conformance with 40 CFR 503 (land application) requirements. Please note that should the laboratory results not demonstrate conformance with 40 CFR 503, additional testing will be required to either show conformance with 40 CFR 503 or a higher level of testing will be required to determine the waste characteristic parameters in order to dispose of the sludge at landfill – additional laboratory testing would be performed on and Time and Material basis. CBBEL will sub-contract the preparation of the sludge disposal permit to Stewart Spreading, Inc. who routinely provides permitting services in conjunction with their company specialty service of lagoon cleaning and land application of municipal wastewater sludge.

Please note that there will be an IEPA permit filing fee of \$2,500 to be paid by the Applicant (the County). The permit filing fee is not included in CBBEL's proposed fee for this task.

Task 4 – Preliminary Design Engineering

During Preliminary Engineering, CBBEL will review the layout of the facilities for potential conflicts with existing utilities on the site, perform hydraulic calculations, and establish performance criteria for the diversion structure, diversion pump station, swirl tank clarifier, lagoon effluent structure and the valves, gates metering equipment and SCADA. In addition, CBBEL will subcontract with TSC, Inc. to take soil borings at the proposed structure locations and provide a geotechnical report that will be used for the structural engineering design of the proposed structures. The results of the Preliminary Design Engineering phase will be summarized in a Design Memorandum that will serve as the basis for the Design Engineering phase. CBBEL will give a presentation to the NWLC Wholesale Technical Advisory Committee summarizing the Preliminary Design Engineering task.

Task 5 – Design Engineering

CBBEL will perform the Structural Engineering, Mechanical/Electrical Engineering, and Civil Engineering necessary for the project improvements articulated in the Understanding of the Project. During the Design Engineering phase, the bidding documents, contract documents, technical specifications, drawings and details for the Round Lake Sanitary District – Design Engineering Excess Flow Facility Improvements will be prepared for securing a contractor for the construction of the improvements.

Any audits conducted pursuant to Water Pollution Control Loan Program (WPCLP) loan work under this engineering services agreement shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to WPCLP loan work under this engineering services agreement shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II, Part 365, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees Clause:

CBBEL warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment:

A completed "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with Federal Executive Order 12549 (Appendix A, Exhibit C) is an attachment to this engineering services agreement.

Scope of the Engineering Services:

The scope of engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Scope of Services**.

Project Schedule:

The schedule for the engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Project Schedule**.

Compensation:

The compensation for the engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Engineering Fee**.

DBE Affirmative Action:

CBBEL acknowledges that disadvantaged business enterprises are to be utilized when possible as sources of supplies, equipment, construction and services in accordance with

PROJECT SCHEDULE

If an IEPA Loan is to be used to finance the project, the Project Schedule will be dictated by the process involved with several steps of obtaining approvals prior to bidding. This process would be expected to take longer than if the project was financed from cash reserves. Another project schedule constraint is the disposal of the sludge from the existing lagoon. Land application is ideally done in the fall, and at least 90 days should be allowed to obtain the necessary permits.

Aside from these constraints, as for most projects that involve outside construction, the ideal time is to bid the projects by or before early spring so that the construction activities can start as soon as winter weather breaks. We anticipate that (aside from the constraints listed above) that the preliminary design can be completed in 3 to 4 months and final design will take 6 to 8 months. Ninety days should be allowed for IEPA construction permitting and the SMC WDP permit may take 6 months to process. The construction contract will likely require 9 months to complete depending upon the time of year that a notice to proceed is issued.

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Engineering services performed for tasks not included in the proposal and/or beyond customary engineering efforts shall be billed to you on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE
President

MEE/mee/pjb

Encl. Schedule of Charges

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