

## AGREEMENT FOR ENGINEERING SERVICES PER SOI#17095

This AGREEMENT is entered into by and between Lake County (County) and Donohue & Associates, Inc., 3311 Weeden Creek Road, Sheboygan, WI 53081 (hereafter "Engineer").

### RECITALS

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

PW#2015.050 Vernon Hills Water System Electrical and Mechanical Upgrade as described in Attachment A; and

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

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

#### SECTION 1. AGREEMENT DOCUMENTS

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

#### SECTION 2. SCOPE OF SERVICES

The Engineer shall provide engineering services described in Attachment A

#### SECTION 3. DURATION

The works shall be completed within 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.

*Delivery of final bidding documents*

#### 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 \$ 130,750 .

**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: David Humbert

County will make Payments to:

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

## **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 19<sup>th</sup> 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:

\_\_\_\_\_  
Ruth Anne Hall  
Purchasing Agent  
Lake County Purchasing Division

  
\_\_\_\_\_  
David Froh  
Vice President

Date: \_\_\_\_\_

Date: 6/13/2017

# Appendix A

Project: Vernon Hills Water System Electrical and Mechanical Upgrade

## PART I PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

### A. PROJECT DESCRIPTION

Lake County Department of Public Works (Owner) has identified the following upgrades to the Vernon Hills Water System Electrical and SCADA:

1. Specify a new control panel with an Allen-Bradley CompactLogix PLC, 15-inch touchscreen, and uninterruptable power supply (UPS) to allow each of the seven remote water system facilities to provide control, monitoring, and alarming back to the Master SCADA Panel.
2. Design the ability for SCADA annunciation related to the fire alarm system at Grainger and Greggs Landing; design the fire alarm signals at the other five remote water facilities to be connected to SCADA.
3. Design an Ethernet connection between the existing Ethernet switch and Master SCADA Panel computer.
4. Design the removal of the water system control panel.
5. Design a fiber optic line routed from the Milwaukee Avenue lift station to replace the existing T1 line supplied by AT&T.
6. Design the replacement of the diesel driven backup fire pump at Hawthorne center with a 200 kW diesel generator. Generator to be located outdoors with sub base fuel tank, weatherproof enclosure (non-sound attenuated).
  - a. Design addition of induction motor to fire pump.
  - b. Design fire pump controller.
  - c. Design fire pump piping modifications.
7. Design replacement of the motor control center (MCC) at Hawthorne center.
8. Coordinate with ComEd for electric service modifications and metering relocation at Hawthorne center.
9. Design the addition of an automatic transfer switch (ATS) to incorporate the new 200 kW generator into the electrical distribution system at Hawthorne center.
10. Design the replacement of the existing bubbler system with pressure transducer system at Hawthorne center.
11. Conduct asbestos investigation at Hawthorne center related to existing ceiling. Remediation recommendations will be included in the bidding package.
12. Design lighting upgrades per the recommendations of the Vernon Hills Water System Electrical Evaluation report published by Applied Technologies dated February 2017. In addition, LED lighting upgrades will be considered.
13. Design the in-kind replacement of the existing ceiling fans in the pump gallery at Greggs Landing.
14. Determine the need to replace the transmitters associate with the venturi meters at Greggs Landing. Design in kind replacement of said transmitters as deemed necessary.
15. Design the replacement of existing generator at Butterfield with a new 35 kW natural gas generator to be located outdoors.
16. Design the replacement of the existing transfer switch at Butterfield with a new 225 amp ATS.

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17. Design the replacement of the dehumidifier in the basement of the South Delivery Structure.
18. Design the replacement of the 10" flow meter in kind at the South Delivery Structure.
19. Design the replacement of a 6" and 16" flow control valve and associated piping modifications at the South Delivery Structure.
20. Design the addition of an automated chlorine analyzer at the South Delivery Structure.
21. Design the replacement of the of the two pressure transducers at South Deliver Structure.
22. Design the replacement of the MCC at Corporate Woods.
23. Design the in-kind replacement of the baseboard heater at Corporate Woods.
24. Design the replacement of the bubbler and pressure transducer systems at Corporate Woods.
25. Investigate the cause of the cracking in pump room ceiling at Corporate Woods. Scope does not include structural modifications to address the cracking that is beyond tuckpointing, caulking, and/or painting.
26. Design the removal of the existing MCC; design the revised electric service and concrete house-keeping pad at Hawthorne Water Tower.
27. Coordinate with ComEd for electric service replacement and meter relocation at Hawthorne Water Tower.
28. Design the replacement of the existing pressure transducers at Grainger.

### B. SCOPE OF SERVICES

Basic Services to be provided by Donohue (Engineer) for this Project under this Agreement are as follows:

#### Design and Bidding

1. Conduct site investigation with Process, Structural, Electrical, and Instrumentation engineers to familiarize the design team with the site and scope of work.
2. Develop design basis calculations for new equipment and piping systems.
3. Conduct electrical and controls concepts meeting.
4. Coordinate with Commonwealth Edison for electrical service modifications at Corporate Woods Reservoir and Hawthorn Water Tower – Well House #1.
5. Prepare layout drawings for the identified improvements.
6. Prepare draft one-line diagrams and process and instrumentation diagrams for improvements.
7. Conduct a preliminary layout drawings review workshop (30%) with Lake County staff. Provide three hard copies for Lake County staff.
8. Prepare draft drawings for the improvements listed in Section A above incorporating comments received at the preliminary layout drawings review workshop.
9. Prepare technical specifications for the improvements listed in Section A above excluding Division 0 front-end documents prepared by Lake County staff.
10. Conduct a review workshop (75%) with Lake County staff. Provide three hard copies for Lake County staff.
11. Prepare draft bidding drawings and specifications.

## **Appendix A**

12. Provide quality control reviews on calculations, drawings, and specifications.
13. Prepare an engineer's opinion of probable construction cost for the project.
14. Conduct a bidding document review workshop with Lake County staff.
15. Prepare bidding documents (plans and specifications) incorporating comments received at the bidding document review workshop.
16. Prepare and submit IEPA construction permit application (if required for Fire Pump modifications).
17. Deliver two hard copies and electronic bidding document files in PDF format to Lake County for use in bidding.
18. Attend pre-bid meeting, respond to questions during bidding and prepare changes to drawings and/or specifications for Lake County staff to incorporate into addendums.
19. Other than scope item 16 above, no additional permitting activities are included in the scope.
20. Engineer shall furnish an inspector to visit site, test for asbestos, and write specification for mitigation during construction to be performed by contractor.
21. No survey, geotechnical, or applications engineering is included in the scope.

### **C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Final bidding documents will be delivered within 5 months after execution of this Agreement.

## **PART II OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
  1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
  3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
  4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

## Appendix A

### PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The total cost for these Services will not exceed \$130,750 without prior written approval from Owner.
- A. Donohue will bill Owner monthly, with net payment due in 30 days.
- B. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.



**Lake County Department of Public Works  
Vernon Hills Water System Electrical and Mechanical Upgrade  
Cost Estimate Summary  
Donohue & Associates, Inc.**

Task	PM/QC \$ 185	Mechanical \$ 185	Controls \$ 185	Electrical \$ 170	Controls \$ 170	Process \$ 135	Electrical \$ 135	Structural \$ 135	Inspector \$ 150	Admin \$ 70	Total Hours	Total Labor	Travel	Printing	Total Cost
<b>DESIGN AND BIDDING</b>															
1 Kickoff Meeting & Discipline Site Visits (2 days)	8			16	16	8	16	8			72	\$ 11,240	\$ 500		\$ 11,740
2 Design Basis	2	4	2	4	40		16	4			72	\$ 11,660			\$ 11,660
3 Electrical and Controls Concepts Meeting	8			8	8						24	\$ 4,200	\$ 250	\$ 50	\$ 4,500
4 Layout Drawings	2	2	1	2	16	20	8	16			67	\$ 9,925		\$ 50	\$ 9,975
5 One Lines & P&IDs			1	2	48		32				83	\$ 13,005			\$ 13,005
6 Preliminary Layout Drawings 30% Workshop	8			8	8						24	\$ 4,200	\$ 250	\$ 50	\$ 4,500
7 Draft Drawings	4	12	2	2	32	8	24	8			92	\$ 14,510			\$ 14,510
8 Draft Specifications	2	8	2	2	28	4	16	4		8	74	\$ 11,120			\$ 11,120
9 Opinion of Probable Construction Cost	1	2	2	2	8	1	4	4			24	\$ 3,840			\$ 3,840
10 75% Review Workshop	8			8							16	\$ 2,840	\$ 100	\$ 100	\$ 3,040
11 Draft Bidding Drawings	2	4	1	2	16	2	8	2			37	\$ 5,975	\$ 100		\$ 6,075
12 Draft Bidding Specifications	2	4	1	2	16	2	8	2		8	45	\$ 6,535	\$ 100		\$ 6,635
13 Bidding Document Review Workshop	8			8							16	\$ 2,840	\$ 100	\$ 100	\$ 3,040
14 Quality Control Reviews	12		12	8							32	\$ 5,800			\$ 5,800
15 Finalize Bidding Documents	2	4	2	2	16	2	16	8		8	60	\$ 8,610		\$ 100	\$ 8,710
16 IEPA Construction Permit Application	4										4	\$ 740			\$ 740
17 Bidding Services (includes prebid)	14	1	2	12	2	1	2	2		8	44	\$ 6,760		\$ 100	\$ 6,860
18 Asbestos Investigation									32		32	\$ 4,800	\$ 200		\$ 5,000
															<b>Subtotal</b>
<b>Total</b>	87	41	28	88	254	48	150	58	32	32	818	\$ 128,600	\$ 1,600	\$ 550	<b>\$ 130,750</b>