

**AGREEMENT #22149 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Donohue & Associates, Inc. (“**Consultant**”), whose principal business address is 3311 Weeden Creek Road, Sheboygan, WI 53081.

RECITALS

1. Lake County issued a Statement of Interest #19023-2 seeking Facility Master Plan/Risk Assessments for Capital Planning (“**Services**”).
2. Consultant responded timely with a proposal dated February 14, 2019 (“**Proposal**”).
3. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. Attachment A – Agreement 22149 for Engineering Services.
5. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement for Mill Creek WRF UV Disinfection Replacement
- B. Attachment A – Agreement 22149 Project Description, Scope of Services, and Timing for Mill Creek WRF UV Disinfection Replacement
- C. Attachment B – Fee Estimate Summary

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Attachment A to this Agreement.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective from the date of execution through project completion, unless terminated under the provisions for doing so further below or the work set forth in this Agreement is completed before the end of the term. The work is complete upon a determination of completion by Lake County, as measured against any statements of work or other documents or contractual terms that the parties have memorialized. A determination of completion shall not constitute a waiver of any rights or claims that Lake County may have or thereafter acquire with respect to any provision of this Agreement. At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to 60 days for the purpose of negotiating a new or extended agreement.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee of \$94,500 for deliverables identified in Attachment B – 2022 Fee Estimate Summary and will invoice the County not more than once per month based upon the actual expense reimbursement.

SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in

the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, to the extent caused by Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Consultant 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 with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations

- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- Each Accident \$1,000,000
- Disease-Policy Limit \$1,000,000
- Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Consultant.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.

- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.

- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must

describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

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 of Lake County, Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

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

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, following a written notice to Consultant for a 14-day opportunity to correct the breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the

Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County. The work product is intended for this Project only and any reuse for any other purpose will be at Lake County's sole risk and without liability or legal exposure to the Consultant. The Consultant shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the Consultant.

SECTION 19. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. FEDERAL PROCUREMENT GUIDELINES

Debarment and Suspension. This Agreement is covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Licensor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction in enters into.

This certification is a material representation of fact relied upon by Lake County. If it is later determined that the Contractor does not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Licensor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C throughout the period of any contract that may arise. Licensor agrees to include a provision requiring such compliance in its lower tier covered transactions.

Access to Records. Contractor agrees to provide Lake County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Licensor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, Lake County and the Licensor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by

the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Laws, Regulations and Executive Orders. This is acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Bidder will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors who apply or bid for an award of \$150,000 or more shall comply with the following provisions:

i. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the LCHD and understands and agrees that the LCHD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Procurement of Recovered Materials. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contractor Work Hours and Safety Standards Act. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the above clause the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause above.

Lake County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

The contractor or subcontractor shall insert any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier contractor.

Domestic Preference for Procurements

As appropriate and to the extent consistent with law, Lake County, to the greatest extent practicable under a Federal award of American Rescue Plan dollars, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

- a) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By: *Gary Gibson*
County Administrator

Date: *11/16/2022*

Donohue & Associates, Inc.

By: *Eric Colwell*
Its Vice President

Date: 11/15/2022

Attachment A

AGREEMENT 22149 FOR ENGINEERING SERVICES

Mill Creek WRF Ultraviolet Disinfection Replacement Project

PART I

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The intent of this project is to assist Lake County Public Works (LCPW) with the design of the ultraviolet disinfection system replacement at the Mill Creek Water Reclamation Facility. The following upgrades are included in the design services for the project:

1. Replacement of the ultraviolet disinfection (UV) equipment system located in Building 60. The channel housing the existing UV equipment will be modified for installation of the new system.
2. Replacement of the UV system controls. The new local control panel will be located in Building 60. New signal wiring will be routed to the Filter Building 50 electrical room where 50-PLC-1 is located. The existing duct bank conduits between Building 50 and 60 will be utilized.
3. Electrical power for the new UV system will come from the Filter Building 50. Donohue will determine if existing electrical equipment and conductors can be utilized or if modifications are required based on the characteristics of the new UV equipment. The existing duct bank conduits between Building 50 and 60 will be utilized.
4. Gates G-5-4-1 and G-5-4-2 upstream of the UV channel and bypass channel in Building 60 will be replaced. The existing gates are aluminum and have deteriorated. The new gates will be stainless steel. These gates will remain manually operated.
5. The ventilation in the building will be improved by the addition of a louver at a lower elevation in the south wall or integrated into a replacement personnel door. The intake louver is currently up high on the south wall.
6. Donohue will design process, structural, electrical, I&C, and mechanical upgrades necessary for the upgrades described in items 1 through 5.

B. SCOPE OF SERVICES

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

General

1. Construction bidding documents will be prepared for construction by a single prime Contractor.
2. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute (CSI).
3. Drawings will be developed using Donohue's CAD standards.

4. Deliverables shall be in the form of .pdf electronic documents unless noted otherwise. Drawing deliverables shall be 22x34.
5. Project management activities shall include preparing a project work plan and providing monthly status reports, participating in bi-weekly conference calls to discuss near-term activities, and coordination of the project between Owner and Donohue design team.
6. Donohue assumes Owner will provide the front-end documents for the specifications and Donohue's specifications will start at Division 01.
7. No survey or geotechnical services are provided in this scope.
8. No construction related services are provided in this scope.
9. Construction contract terms required by the American Rescue Plan Act will be included in the Bidding Documents.
10. No funding related services for American Rescue Plan Act requirements are provided in this scope.
11. Conduct Kickoff Meeting – Conduct a Kickoff Meeting with the Owner to review the draft Project Work Plan. The Project Work Plan will contain the Project background, objectives, scope of services, key personnel, communication protocols, schedule, and other information relevant to the implementation of the Project.

Preliminary Design

1. Define process equipment requirements: dimensions, weights, lifting requirements, access requirements, and utilities.
2. Develop the process operating and control strategy.
3. Develop the unit process flow sheet (schematic).
4. Prepare design basis calculations identifying performance criteria and sizing criteria for the system.
5. Prepare preliminary layout drawings for Structure 50 and Structure 60. In general, these drawings will delineate:
 - a. Major removals (structural and equipment)
 - b. Channels with dimensions
 - c. Building dimensions
 - d. Rooms
 - e. Cross sections with elevations
 - f. Doors
 - g. Process equipment outlines
 - h. Equipment access requirements and provisions
6. Prepare a construction cost opinion based on the current version of the preliminary layout drawings. The construction cost opinion will be take-off based and organized by specification division.
7. Deliver a preliminary design package to the LCPW consisting of:
 - a. Major equipment listing and potential manufacturers
 - b. Operating and control strategy write-up
 - c. Flow sheet
 - d. Preliminary layout drawings
 - e. Construction cost opinion
8. Conduct a preliminary design package review meeting to receive comments and questions from LCPW. Document the meeting by preparing and delivering meeting notes.
9. Conduct a site visit with the process, electrical, structural, and I&C disciplines. Prepare site visit notes to document required improvements for the upgrades.

10. Prepare final layout drawings further refined to incorporate the identified revisions from the review meeting and discipline site visit. In addition to refinement of the preliminary layout drawings, this set will include draft electrical one-line diagrams and draft process and instrumentation diagrams.
11. Update the construction cost opinion based on the final layout drawings.
12. Deliver a final layout design package consisting of:
 - a. Major equipment listing of potential and selected manufacturers
 - b. Final layout drawings
 - c. Updated construction cost opinion
13. Conduct a final layout design package review meeting to receive comments and questions from LCPW. Document the meeting by preparing and delivering meeting notes.
14. Incorporate agreed-upon LCPW comments into the final layout design package.

Final Design

15. Prepare work sequence, constraints and construction schedule.
16. Produce internally-reviewable bidding documents (drawings and specifications).
17. Perform an internal designer review and conduct internal designer review meetings.
18. Conduct plans-in-hand review at Mill Creek for appropriate disciplines to review drawings on site. Incorporate revisions as necessary.
19. Conduct internal P&ID coordination meeting.
20. Produce draft bidding documents (drawings and specifications).
21. Update construction cost opinion.
22. Conduct Workshop with Owner to review and receive comments on the draft Bidding Drawings, Specifications, and cost opinion.
23. Perform QA/QC review of drawings and specifications.
24. Incorporate review comments into Final Bidding Documents and provide Owner with the Final Bidding Documents in PDF format
25. Assist with preparation of IEPA construction and operating permit application for the project.

Bidding Assistance

26. Submit three sets of bidding documents to LCPW.
27. Bidding Documents – Deliver electronic bidding documents to LCPW. LCPW shall post the documents to their bidding website. Donohue shall answer bidders' questions, prepare addenda, and deliver addenda to the LCPW for posting.
28. Pre-Bid Meeting – Plan, conduct, and prepare notes for a pre-bid meeting with representatives of prospective bidders, Donohue, and the LCPW to review bidding requirements and tour the project site.
29. Bid Opening – Receive scanned PDF files of bids, review bids received, and prepare a bid tabulation. Prepare a letter of recommendation for the award of the contracts. Donohue assumes LCPW will conduct bid opening without Donohue in attendance.
30. Assemble the Contract Documents for execution by the Contractor and LCPW. After execution, furnish electronic PDF files of the executed Contract Documents to the LCPW and Contractor.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Donohue will complete the services included in this Agreement within the following project schedule:

Kickoff Meeting	2 weeks after Agreement execution
Preliminary Layout Drawings	4 months after Agreement execution
Draft Bidding Documents	7 months after Agreement execution
Final Bidding Documents	9 months after Agreement execution

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. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services 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 and subconsultant costs will include a 10% markup. The total cost for these Base Services will not exceed \$94,500 without prior written approval from Owner.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. 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.

Attachment B
Mill Creek WRF UV Disinfection Replacement Project
2022 Fee Estimate Summary
Donohue & Associates

Task Description	PM	Sr. Proc.	QA/QC	Process	Electrical	I&C	Structural	Mech.	Admin III	Total Hours	Total Labor	Travel	Printing	Total Cost	Subtotals
	ENG VII \$ 220	ENG IV \$ 170	ENG V \$ 220	ENG VII \$ 120	ENG III \$ 150	ENG II \$ 135	ENG III \$ 150	ENG I \$ 120	Admin III \$ 90						
Preliminary Design															
0 Kickoff meeting	2	4	4	4						12	\$ 1,600	\$ 200		\$ 1,800	\$ 45,090
1 Define process equipment requirements		2	2	8						12	\$ 1,740			\$ 1,740	
2 Develop process operating and control strategies		2	2	8		2				14	\$ 2,010			\$ 2,010	
3 Develop unit process flowsheets		2	2	8		2				14	\$ 2,010			\$ 2,010	
4 Prepare design basis calculations		2	2	8						10	\$ 1,300			\$ 1,300	
5 Prepare preliminary layout drawings	2	8	2	24	8	8	8	8	2	70	\$ 9,740			\$ 9,740	
6 Prepare construction cost opinion	2	2	2	4	2	2	2	2		16	\$ 2,370			\$ 2,370	
7 Deliver preliminary design package to Owner	2			4						6	\$ 920		\$ 50	\$ 970	
8 Conduct preliminary design package review meeting	4	4	4	4						12	\$ 2,040	\$ 200		\$ 2,240	
9 Conduct multi-disciplinary site visit	4	4	4	4	4	4	4	4		24	\$ 3,380	\$ 200		\$ 3,580	
10 Prepare final layout drawings	2	4	2	24	8	8	8	8	2	62	\$ 8,580			\$ 8,580	
11 Update construction cost opinion		2	2	2	2	2	2	2		10	\$ 1,450			\$ 1,450	
12 Deliver final layout design package	2			4						6	\$ 920		\$ 50	\$ 970	
13 Conduct final layout review meeting	4	4	4	4	2	2	2	2		20	\$ 3,150	\$ 200		\$ 3,350	
14 Refine final layout documents		2	2	8	4	4	4	4		22	\$ 2,980			\$ 2,980	\$ 43,220
Final Design															
15 Prepare work sequence, constraints and construction schedule		2	2	4	2	2	2	2		12	\$ 1,690			\$ 1,690	
16 Produce internally-reviewable bidding documents (drawings and specs)	2	4	2	24	20	24	24	8	2	110	\$ 15,420		\$ 50	\$ 15,470	
17 Perform internal designer review and conduct meeting	2	2	2	8	8	8	4	4		38	\$ 5,540			\$ 5,540	
18 Conduct plans-in-hand review on site				8	8	8	8			24	\$ 3,240	\$ 200	\$ 50	\$ 3,490	
19 Conduct internal P&ID coordination meeting		2	2	4	4	4				14	\$ 1,960			\$ 1,960	
20 Produce draft bidding documents	2	2	2	8	4	4	4	4	2	32	\$ 4,580		\$ 50	\$ 4,630	
21 Update construction cost opinion		2	2	2	2	2	2	2		10	\$ 1,450			\$ 1,450	
22 Conduct bidding documents workshop	4	4	4	4						12	\$ 2,040	\$ 200		\$ 2,240	
23 Perform internal QA/QC review of drawings and specifications	2		16							18	\$ 3,960			\$ 3,960	
24 Refine bidding documents and provide final bidding documents to Owner		2	2	4	2	2	2	2	2	16	\$ 2,110			\$ 2,110	
25 Assist Owner with IEPA approval	2			2						4	\$ 680			\$ 680	\$ 6,170
Bidding Assistance															
26 Submit documents to Owner		2		2						4	\$ 580		\$ 100	\$ 680	
27 Produce electronic bidding documents for Owner, respond to bidder questions	2	2		4	2	2	2	2		16	\$ 2,370			\$ 2,370	
28 Conduct pre-bid meeting		2	2							4	\$ 780	\$ 200		\$ 980	
29 Evaluate bids and prepare letter of recommendation	2	2								4	\$ 780			\$ 780	
30 Assemble contract documents for Owner and Contractor	2	2	2	4						8	\$ 1,260		\$ 100	\$ 1,360	
Total	42	72	32	196	82	90	68	42	10	634	\$ 92,630	\$ 1,400	\$ 450	\$ 94,480	\$ 94,480
Total Labor Dollars by Staff	\$ 9,240	\$ 12,240	\$ 7,040	\$ 23,520	\$ 12,300	\$ 12,150	\$ 10,200	\$ 5,040	\$ 900					USE =>	\$ 94,480

