

CONTRACTUAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
ATWELL LLC
for
DCEO CONSTRUCTION ENGINEERING SERVICES
FOR
DCEO ROUND 2 ROUND LAKE DRAIN MASTER PLAN PROJECT PHASE 1
ROUND LAKE BEACH, ILLINOIS

THIS is an AGREEMENT for contractual services, effective this 5th day of February 2026, by and between the **LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**, 500 West Winchester Road, Libertyville, Illinois 60048 (hereinafter called SMC) and **ATWELL LLC** (formerly known as Manhard Consulting, Ltd. in Attachment E), One Overlook Point, Suite 290, Lincolnshire, IL 60069 (hereinafter called CONSULTANT).

PURPOSE

The SMC wishes to engage CONSULTANT to provide construction engineering services during implementation of the Round Lake Drain Master Plan Project Phase 1 Project in Round Lake Beach, Illinois. Illinois Department of Commerce and Economic Opportunity Grant #24-413046 is funding the Round Lake Drain Master Plan Project Phase 1 project. ATTACHMENT A is a map showing the project area

SERVICES

CONSULTANT agrees to perform the SCOPE OF SERVICES set forth in ATTACHMENT B to accomplish the SMC's objectives for this project.

COMPENSATION

1. CONSULTANT agrees to perform the SCOPE OF SERVICES and furnish the items included therein, for a fee not to exceed **\$99,900.00**.
2. SMC agrees to pay the CONSULTANT on a monthly basis with a total project cost not to exceed **\$99,900.00**, using the compensation schedule identified in ATTACHMENT C.
3. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis. Invoices shall show the actual staff hours and actual travel and other expenses that have occurred. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. Invoices will be submitted to StormwaterAP@lakecountyil.gov.
 - b. Invoices need to identify CONSULTANT staff, staff rate, hours per task, and scope of services task(s) identified in ATTACHMENT B. Invoices need to identify subconsultant WBE/MBE utilization.
 - c. Invoices need to identify SMC Project Manager and SMC Project.

TERMS AND CONDITIONS

4. The Agreement for Professional Engineering Services shall be effective through August 31, 2026.
5. This Agreement shall constitute the entire agreement between the Parties and shall include the following documents, in order of precedence:

- a. This Agreement,
- b. The Proposal dated January 27, 2026, "Village Drive Culvert Replacement – Construction Management" submitted by CONSULTANT for the DCEO Round 2 Round Lake Drain Master Plan Project Phase 1 Project (ATTACHMENT B),
- c. The CONSULTANT'S pricing sheet 2026 Rates (ATTACHMENT C)

The Parties agree that this Agreement represents and incorporates the entire understanding, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party except as expressly set forth herein.

6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 8. The CONSULTANT shall not reject any reasonable change proposed in the best interest of the project by SMC. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Commercial, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability identified in ATTACHMENT D. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work. Include project name and additional insured to the COI section: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. Additional insured to include Lake County Stormwater Management Commission and Village of Round Lake Beach. Inclusion of Private Property owners will be determined based on design direction and access easements. Certificates of insurance will be submitted to StormwaterAP@lakecountyil.gov.
8. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of the work assignment if such changes are within the general scope of the Agreement. If such changes cause an increase or decrease in CONSULTANT cost or the time required to complete the project, the parties hereto shall agree to an adjustment in the Agreement Amount, prior to issuance of the Change Order. Adjustment of the Agreement Amount shall be based on the change in CONSULTANT expense. CONSULTANT shall not be compensated for additional services rendered without an approved Change Order.
9. The SMC or CONSULTANT may at any time terminate this Agreement in whole or in part by written or verbal notice confirmed in writing. Upon notice of termination, the SMC will assume responsibility for services rendered to the point of termination. SMC will pay to the CONSULTANT any costs incurred prior to notification and any reimbursable expenses and reasonable costs relating to the termination. All services, property, publications, or materials provided during or resulting from the Agreement shall be the property of the SMC.
10. CONSULTANT shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of the CONSULTANT'S profession.
11. CONSULTANT agrees to fully indemnify and hold SMC and the Village of Round Lake Beach, their employees, and agents harmless of, from, and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against SMC, the Village of Round Lake Beach, their employees, and agents, arising from the negligent acts, errors or omissions of the CONSULTANT, its employees, and agents arising out of or connected with the performance of this Agreement.
12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on CONSULTANT and SMC.
13. This Agreement shall be governed by and construed according to the laws of the State of Illinois and under the jurisdiction of the 19th Judicial Circuit Court, Lake County, Illinois.

SCHEDULE AND DELIVERABLES

- 14. SMC will issue a Notice of Award letter to CONSULTANT with this contract.
- 15. SMC will issue a Notice to Proceed letter to CONSULTANT.
- 16. The project shall proceed as follows upon receipt of the SMC Notice to Proceed letter:
 - a. CONSULTANT shall provide construction engineering services for the duration of the project implementation.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

To the SMC: Lake County Stormwater Management Commission
 500 West Winchester Road, Suite 200
 Libertyville, IL 60048
 ATTN: Ernesto Huaracha, Water Resource Professional
ehuaracha@lakecountyil.gov

To CONSULTANT: ATWELL LLC
 Two Towne Square, Suite 700
 Southfield, MI 48076
 ATTN: John Sander, Project Manager
jsander@atwell.com

APPROVALS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION:**

ATWELL, LLC:

Kurt Woolford, Executive Director

Jodi McCarthy, PE, CFM, CPESC
Associate Director

Date: _____

Date: _____

ATTEST:

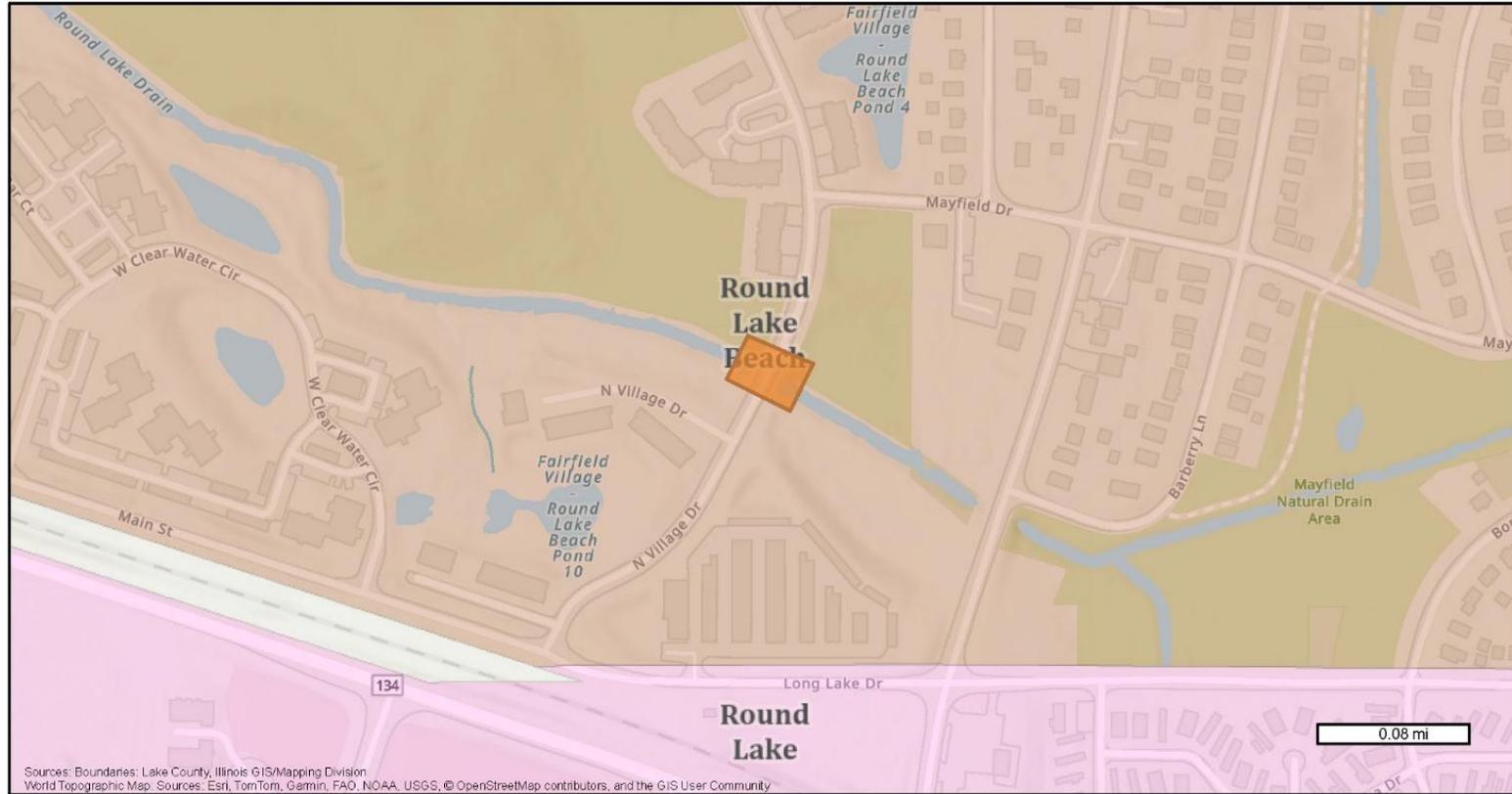
ATTEST:

Date: _____

Date: _____

ATTACHMENT A: PROJECT AREA

Lake County, Illinois



<p>Lake County, Illinois</p>	<p>Map Printed on 1/23/2026</p>	<p>N</p>	<p>Municipalities</p>	<p> Village of Round Lake Beach</p>	<p> Project Location</p>
<p>NAME</p> <p> Village of Round Lake</p>					

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

ATTACHMENT B: SCOPE OF SERVICES



WORK ORDER AUTHORIZATION AMENDMENT

PROJECT NAME Village Drive Culvert Replacement –
Construction Management
PROJECT LOCATION Round Lake Beach, Illinois
CLIENT Lake County Stormwater Management
Commission
PROJECT NO. MCL Project No. 201.021001.01-ADD
ORIGINAL CONTRACT DATE July 16, 2024
AMENDMENT DATE January 27, 2026

The Client acknowledges that an authorized representative has read the terms of this Amendment and that the Client agrees to be bound by the provisions of the Professional Services Agreement dated July 16, 2024 (“Agreement”), except as amended herein.

EXHIBIT A

SCOPE OF WORK FOR VILLAGE DRIVE CULVERT REPLACEMENT – CONSTRUCTION MANAGEMENT

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK BD: PRE-CONSTRUCTION ASSISTANCE

- a. Coordinate CA proposal from Atwell and subconsultants (hours expected: 6).
- b. Bid/Award Assistance (hours expected: 8).
- c. Conduct pre-construction meeting (hours expected: 8).
- d. Coordination with City (hours expected: 8).

TASK CM: CONSTRUCTION MANAGEMENT

- a. Project Management (hours expected: 48).
- b. Inspections/Construction oversight (hours expected: 172).
- c. Review contractors Geotechnical and Material Testing (hours expected: 32).
- d. Coordination with stakeholders/residents/City (hours expected: 32).
- e. Punch List walks in anticipation of close out. (hours expected: 24)
- f. Project Management/Closeout/Grant Documentation (hours expected: 40)

ATWELL, LLC

Lake County Stormwater Management Commission | Village Drive Culvert Replacement – Construction Management

January 27, 2026

MCL Project No. 201.021001.01-ADD

TASK DECI: NPDES INSPECTIONS

a. NPDES Monitoring (DECI) as required by Lake County. (hours expected: 54)

TASK SUB1: GEOTECHNICAL CONSTRUCTION TESTING

See attached proposal from Testing Service Corporation. Atwell will pass through subconsultant costs with 0% markup as per existing SMC-Manhard contract.

TASK SUB2: STRUCTURAL ENGINEER CONSTRUCTION TESTING

See attached proposal from Wiss, Janney, Elstner Associates, Inc. Atwell will pass through subconsultant costs with 0% markup as per existing SMC-Manhard contract.

ATWELL, LLC

Lake County Stormwater Management Commission | Village Drive Culvert Replacement – Construction Management

January 27, 2026

MCL Project No. 201.021001.01-ADD

EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Additional Fee	Amended Contract Fee	Type
BD	Pre-Construction Assistance	\$0	\$5,700	\$5,700	TME - NTE
CM	Construction Management	\$0	\$60,700	\$60,700	TME - NTE
DECI	NPDES Inspections	\$0	\$9,000	\$9,000	TME - NTE
SUB1	Geotechnical Construction Testing	\$0	\$8,500	\$8,500	TME - NTE
SUB2	Structural Engineer Construction Testing	\$0	\$16,000	\$16,000	TME - NTE
	Total:	\$ 0	\$99,900	\$99,900	

FF = Fixed Fee

TME = Time & Materials

TME - NTE = Time & Materials Not to Exceed

FF&D = Fixed Fee + Direct Expense Reimbursables

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, and reproductions will be billed per the attached rate table.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges

ATWELL, LLC

Lake County Stormwater Management Commission | Village Drive Culvert Replacement – Construction Management

January 27, 2026

MCL Project No. 201.021001.01-ADD

ATTACHMENT C: COMPENSATION SCHEDULE

RATE SCHEDULES



Our current hourly rates are as follows:

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2026**
(Note: Rates for services performed after June 30, 2026 are subject to annual adjustment)

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$342.00
Executive VP/Managing Director	\$305.00
Vice President	\$290.00
Operations Manager	\$247.00
Senior Project Manager	\$205.00 - \$280.00
Director/Manager	\$189.00 - \$290.00
Project Manager	\$189.00 - \$210.00
Senior Project Engineer	\$200.00 - \$210.00
Project Engineer	\$168.00 - \$200.00
Senior Design Technician	\$147.00 - \$190.00
Staff Engineer	\$137.00 - \$147.00
Design Technician	\$132.00 - \$147.00
Engineering CADD/G.I.S. Technician	\$105.00 - \$147.00
GIS Manager	\$168.00
GIS Analyst	\$121.00
Senior Planner	\$174.00 - \$226.00
Land Planner/Environmental Planner	\$132.00
Staff Planner	\$116.00 - \$158.00
Landscape Architect	\$142.00 - \$200.00
Landscape Designer/Planner	\$126.00
Senior Construction Manager	\$190.00 - \$210.00
Project Surveyor	\$163.00 - \$185.00
Construction Manager/Coordinator	\$147.00 - \$170.00
Construction Inspector	\$105.00 - \$126.00
Field & Safety Manager/Field & Technology Manager	\$142.00 - \$190.00
Field Operations Manager	\$153.00
Staff Surveyor	\$147.00 - \$160.00
Survey/Construction Technician	\$132.00
High-Definition Scanning Technician	\$142.00
High-Definition Scanner	\$105.00
Unmanned Aerial Vehicle (UAV)	\$63.00
UAV Technician	\$158.00
1-Person Crew	\$184.00
2-Person Crew	\$237.00
3-Person Crew	\$279.00
Project Coordinator	\$132.00
Administrative Assistant	\$100.00
Intern	\$80.00
Nighttime Meeting Attendance (after 6 PM)	
V.P., Principal, Operations Manager	\$350.00
Senior Project Mgr., Director, Project Mgr.	\$300.00
Expert Testimony & Depositions	\$350.00
<u>REIMBURSABLES</u>	
Mileage	IRS Rate
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf



ATTACHMENT D: Insurance Lake County Purchasing Requirements

Professional Services

All Contracts may be subjected to change

The Contractor 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 for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

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.

Automobile Liability Insurance (if applicable)

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)

Excess/ Umbrella Liability (if applicable)

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, and may be higher depending on the project*)

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

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

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

Professional Liability – Errors and Omissions (if applicable)

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.

Professional Liability – Cyber Liability (if applicable)

~~Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Technology Errors and Omissions (if applicable)

~~The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements 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 thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: Ruth Anne Hall, Lake County Purchasing Agent

See Paragraph 7 of the
AGREEMENT.

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.~~

~~Failure to Comply: In the event the Contractor 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 Contractor.~~

Vehicles

All Contracts may be subjected to change

The Contractor 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 for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

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.

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

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

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

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Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements 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 thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

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Purchasing Division
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See Paragraph 7 of the
AGREEMENT.

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~~Failure to Comply: In the event the Contractor 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 Contractor.~~

ATTACHMENT E: Acquisition Letter



CONSULTING. ENGINEERING. CONSTRUCTION.

January 1, 2026

RE: Atwell Acquisition of Manhard Consulting, Ltd.

To Whom It May Concern:

Please accept this letter as confirmation of Atwell's acquisition of Manhard Consulting, Ltd. ("Manhard"). Manhard is now a wholly-owned Atwell subsidiary.

Please let me know if we can be of further assistance or provide additional information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Matthew C. Bissett".

Matthew C. Bissett, PS
President & CEO