



## STORMWATER MANAGEMENT COMMISSION

November 27, 2021

To: Stormwater Management Commission

From: Kurt Woolford, Executive Director

Re: Gewalt Hamilton Associates, Inc. General Engineering Services Agreement:  
Final Request for Additional Funding

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### ACTION REQUESTED: APPROVAL

Gewalt Hamilton Associates, Inc. is currently performing various engineering and related tasks on fourteen projects (see list below) for SMC under our Professional Services Agreement (Agreement) executed on April 26, 2018. The Agreement is for a not-to-exceed amount of \$175,000 (T&M basis) through April 6, 2022. The current projects total \$144,533, leaving a balance of \$30,467.

Staff requests approval to expand GHA's current Service Request #14 to achieve shovel-ready status and construction in Spring 2022. The estimated (not-to-exceed) total cost for this Service Request is **\$270,000**. Reimbursement of DCEO grant engineering expenses will be submitted in 2022. SMC's approved FY22 budget includes \$2,013,000 for Engineering Services available on December 1, 2021.

Your approval is requested to increase the not-to-exceed amount in the Agreement to **\$414,533** to cover the current and additional project costs. We have been very pleased with GHA's performance to date on the professional engineering services rendered and have every reason to believe this high level of effort will continue.

Any questions concerning the Professional Services Agreement, or the listed projects may be directed to Kurt Woolford, Executive Director at 847-377-7720 or [kwoolford@lakecountyil.gov](mailto:kwoolford@lakecountyil.gov).

SERVICE TASK	SMC Staff	VALUE	BALANCE
Initial Contract Authorization Value		\$45,000.00	\$45,000.00
Service Request 1: Kelsey Road Drainage	MW	(\$2,583.50)	\$42,416.50
Service Request 2: Fiddle Creek	KW	(\$10,007.50)	\$32,409.00
Service Request 3: Beach Park Survey	SØ	(\$2,400.00)	\$30,009.00
Service Request 4: Permit Reviews	RG	(\$10,691.20)	\$19,317.80
Service Request 5: Fiddle Creek Phase II	MLP	(\$5,347.92)	\$13,969.88
Service Request 6: Beach Park Surveys II	SØ	(\$2,952.80)	\$11,017.08
Service Request 7: Harrison Avenue Drainage	KW	(\$715.00)	\$10,302.08
Service Request 8: Koffel Berm Geotechnical	KW	(\$1,788.00)	\$8,514.08
Contract Amendment #1		\$50,000.00	\$58,514.08
Service Request 9: North Libertyville Estates	MW/KW	(\$36,600.00)	\$21,914.08
Service Request 10: Marguerite Lane Stabilization	EH	(\$6,452.00)	\$15,462.08
Contract Amendment #2		\$40,000.00	\$55,462.08
Service Request 11: Talbot Avenue Channel Improvements	AS/KW	(\$25,790.00)	\$29,672.08
Service Request 12: Seavey Master Plan Drainage Improvements	KW	(\$19,750.00)	\$9,922.08
Contract Amendment #3		\$40,000.00	\$49,922.08
Service Request 13: DCEO Grant Application Assistance and with Cost Estimates and IGAs	KW	(\$19,455.08)	\$30,467.00
Service Request 14: DCEO Engineering Services Knollwood Subdivision Flood Mitigation Project	KW	(\$270,000.00)	<b>(\$239,533.00)</b>

**PROFESSIONAL SERVICES AGREEMENT**  
**Amendment #4**  
**between**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and**  
**GEWALT HAMILTON ASSOCIATES, INC.**  
**for**  
**DCEO ENGINEERING SERVICES**

This is an Agreement, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereafter called SMC) and GEWALT HAMILTON ASSOCIATES, INC., 625 FOREST EDGE DRIVE, VERNON HILLS, IL 60061 (hereinafter called CONSULTANT).

**PURPOSE**

SMC wishes to engage the CONSULTANT to provide professional engineering services and related technical services for project design, plan & specifications, and permit/grant application development, surveying services, and H&H analysis. Additional services may include geotechnical and/or structural engineering services, construction and/or natural areas monitoring and management, and supplemental engineering services, as needed.

**SERVICES**

The CONSULTANT has provided cost estimates for each work assignment for budgetary purposes. The actual costs charged by the CONSULTANT for the work assignment will be on a time and material basis for the work performed per the CONSULTANT'S current Standard Charges. Travel and vehicle costs from the CONSULTANT'S office will be included in the charges to SMC.

**COMPENSATION**

1. The SMC agrees to pay the CONSULTANT for the work assigned to the CONSULTANT on a time and material basis with a total not to exceed **\$414,533.00**. The fees and costs charged to the SMC for work performed will be in accordance with GEWALT HAMILTON ASSOCIATES, INC. Standard Charges as described in EXHIBIT A.
2. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

**TERMS AND CONDITIONS**

1. The Agreement for Professional Services shall be effective through **April 6, 2022**.
2. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of work if such changes are within the general scope of the Agreement.
3. 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 and 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.

4. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
5. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with generally accepted legal and business requirements. Certificates evidencing such coverage must be provided to SMC.
6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 3 above. 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,

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**

**GEWALT HAMILTON ASSOCIATES, INC.**

\_\_\_\_\_  
Kurt A. Woolford  
Executive Director

\_\_\_\_\_  
Michael T. Shrake  
President

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

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

**EXHIBIT A:**  
**FEE SCHEDULE FOR CONSULTANTS AND SUPPORT SERVICES**

A schedule of the hourly rates that will be in effect for the duration of the contract is as follows:

Category	Rates
Principal	\$202.00
Civil Engineer VI	\$174.00
Civil Engineer V	\$172.00
Civil Engineer IV	\$170.00
Civil Engineer III	\$150.00
Civil Engineer II	\$140.00
Civil Engineer I	\$120.00
Land Surveyor IV	\$142.00
Land Surveyor II	\$118.00
Land Surveyor I	\$116.00
Engineering Technician V	\$170.00
Engineering Technician IV	\$126.00
Engineering Technician III	\$116.00
Engineering Technician II	\$102.00
Engineering Technician I	\$76.00
GIS Professional II	\$130.00
GIS Professional I	\$124.00
Environmental Consultant II	\$126.00
Environmental Consultant I	\$116.00
Administrative I	\$64.00

The cost for reimbursable expenses are as follows:

Description	Cost
Photos & Film	At Cost to GHA
Messenger Services	At Cost to GHA
Outside Reproductions	At Cost to GHA
Zoning Maps/Ordinances/Deeds	At Cost to GHA
Overnight Delivery /Postage	At Cost to GHA
Permits/Application Fees	At Cost to GHA
Aerial Surveys/Aerial Photos	At Cost to GHA
Blacklines (in-house)	\$0.25 /SF
Vellums (in-house)	\$1.00 /SF
Mylars	\$2.00 /SF
Mileage	\$0.50 / Mile
Mileage for Large Truck	\$1.08 /Mile

## EXHIBIT B: General Terms & Conditions

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

**5. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**6. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**7. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**8. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

**9. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. Client warrants that this intent shall be included in the Client's agreement with all prime contractors.

**10. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute

the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**11. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**12. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**13. Indemnification.** The Client agrees to indemnify and hold harmless GHA, its officers, agents and employees from any and all third-party claims or losses arising or resulting from the Client's acts or omissions in its performance of any of the Client's obligations under this Agreement and any activities or services thereunder. GHA agrees to indemnify and hold harmless the Client, its officers, agents and employees from any and all third-party claims or losses arising or resulting from GHA's negligent actions or omissions in its performance of any of its obligations under this Agreement and any activities or services supported hereunder.

**14. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

November 23, 2021

To: Kurt Woolford, LCSMC  
From: Mike Warner and Mei Zhu, GHA  
Subject: **GHA SERVICE REQUEST #14**  
**Fox Lake Knollwood Subdivision Flood Mitigation Project**

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The following are anticipated tasks and estimated fees. It is our understanding that fees may be shifted between tasks in recognition of the conceptual nature of the project at this time. GHA is also teaming with a number of subconsultants, including surveying services with Gasperec Elberts Consulting (GEC), a Certified DBE/WBE business.

**Task 1 – Project Coordination, Management and Meetings** **FEE ESTIMATE: \$30,000**

Project kickoff meeting at LCSMC. Request and review of files, obtain agreements with timeline, scope, and proposal. Progress coordination meetings with LCSMC and Village. Participation in two board/commission level public meetings and two open-house style neighborhood meetings hosted by the LCSMC and/or the Village.

**Task 2 – Design Development** **FEE ESTIMATE: \$30,000**

Prior to completion of field topography and surveys, GHA will utilize the County's available data including 1-foot elevation contours, parcel data, pavement data, and FEMA mapping to perform preliminary design and evaluate the feasibility the roadway raise elevations, flow patterns, and locations for compensatory storage.

**Task 3 – Topographic and ROW Survey/ Land Acquisition Identification** **FEE ESTIMATE: \$50,000**

Survey work will include establishing control utilizing GPS on NAD83 (2011) Illinois East horizontal datum and NAVD88 vertical datum from local benchmarks and control stations within the area. The survey limits are shown on Exhibit A and will include limited survey along Route 59. Following design we will identify the limits of required land and/or easement acquisition and provide exhibits and legal descriptions. A boundary survey will be prepared for parcel 0515202001, owned by LCSMC and 0515201048 owned by the Village of Fox Lake. Trees 6" DBH and up will be tagged, measured and located.

**Task 4 – Geotechnical and Environmental** **FEE ESTIMATE: \$30,000**

A Geotechnical sub-consultant will perform twenty pavement cores and ten 5-foot soil borings. CCDD samples will be collected and tested to provide IL LPC-663 form for soil disposal.

**Task 5 – Wetland Delineation-Permitting/JD-BV** **FEE ESTIMATE: \$20,000**

A wetland delineation will be conducted by a Certified Wetland Specialist to identify the wetland boundaries and ordinary high-water mark for all waters of the US and isolated waters of Lake County and develop a report of the findings. The delineated limits will be surveyed using GPS equipment and the data imported into the design drawings. A full wetland delineation report and wetland impact determination is included. A JD/BV site visits with Federal and County personnel to determine jurisdictional authority and verify jurisdictional boundaries. Wetland permit submission will be made to the USACOE and LCSMC.

**Task 6 – Floodplain Analysis** **FEE ESTIMATE: \$20,000**

Evaluating and quantify floodplain fill and provide required compensatory storage in the Village and LCSMC owned parcel as well as other available areas for compensatory storage.



**Task 7 – Construction Documents****FEE ESTIMATE: \$80,000**

Complete a Final Engineered Stamp drawing set for construction purposes including roadway plan and profiles, cross sections, drainage structure repair and replacement, SE/SC plan, design notes and details. A floodwall for the sanitary lift station and retaining walls for road embankments will be included in the design. Provide a final EOPC and technical specifications to be used with “front-end” bid documents provided by the County.

**Task 8 – Permitting w/LCSMC, USACE and IEPA****FEE ESTIMATE: \$5,000**

GHA will prepare permit submittals to LCSMC and USACE. This task includes correspondence, and all documentation necessary for regulatory permit submission. GHA will prepare a SWPPP document and submit to the IEPA for an NPDES permit.

**Task 9 – Bid support****FEE ESTIMATE: \$5,000**

GHA will attend up to two meetings and provide ongoing technical and logistic bid award support during the bidding process.

**TOTAL NTE FEE: \$270,000**

***Project Schedule: December 2<sup>nd</sup>, 2021 to April 5<sup>th</sup>, 2022***

**Exclusions:**

- Land/easement, agreements, appraisals or negotiations
- Plats of survey or plats of highway beyond those noted above
- Additional public involvement/public meetings beyond those noted above
- Mitigation plans for wetland impacts
- Permit fees or review fees
- Gas, electric, telephone, or other public utility service design

C: Pat Glenn, GHA