

AGREEMENT 21008 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Donohue & Associates, Inc., 230 W. Monroe Street, Suite 2925, Chicago IL 60606 (hereafter "Engineer").

RECITALS

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

PW# 2020.130 Preliminary Design for Saunders Road Sanitary Sewer, Lift Station and Force main Improvements 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 work 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.

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 **\$94,900**.

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: Daniel Salgado

County will make Payments to:

Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081-8489

SECTION 8. STATEMENT OF OWNERSHIP

The drawings, specifications and other documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the County's consent, except for the Engineer's services related to this Project. All such documents shall be the property of the County who may use them without Engineer's permission for any current or future Lake County project; provided, however, any use except for the specific purpose intended by this Agreement will be at the County's sole risk and without liability or legal exposure to the Engineer.

The Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Engineer.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice. In case of such termination, the Engineer shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the event that this Agreement is terminated due to Engineer's default, the County shall be entitled to contract for consulting services elsewhere and charge the Engineer with any or all losses incurred, including attorney's fees and expenses.

SECTION 10. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 11. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

SECTION 12. WARRANTS

The Engineer represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for Engineer's infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 13. ASSIGNMENT

Neither the Engineer nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 14. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 15. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 16. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 17. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 18. CHANGE IN STATUS

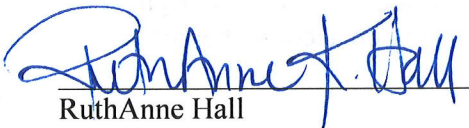
The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Engineer immediately on written notice based on any such change in status.

SECTION 19. DELIVERABLES

The Engineer shall provide deliverables as identified in Attachment A.

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

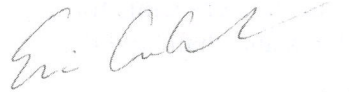
Lake County:



RuthAnne Hall
Purchasing Agent
Lake County Purchasing

Date: 1/19/2021

Donohue & Associates, Inc.
230 W. Monroe Street, Suite 2925
Chicago, IL 60606



Eric Cockerill
Vice President

Date: 12/16/2020

ATTACHMENT A AGREEMENT 21008

PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS

SCOPE OF SERVICES

The following presents the scope of services for Agreement 21008 of the Sanitary Sewer System Modeling and Capacity Analysis Project. Agreement 21008 is a preliminary design project for recommended improvements identified in Donohue's Saunders Road Sanitary Sewer Capacity Analysis Report dated July 10, 2020. The recommended improvements include (See Attachment A.1 for Figure showing recommended improvements):

- Replacement of the 10-inch diameter VCP sewer constructed around 1971 with a 15-inch diameter PVC sewer from manhole 42RP17 to the Saunders Road Lift Station.
- Replace the Saunders Road Lift Station with a new triplex submersible lift station with a firm flow capacity of 2,800 gpm.
- Construct a new parallel 10-inch PVC force main from the new lift station to manhole 42SN05.

1.0 General / Project Management

- 1.01 Provide monthly status reports. Topics of the status reports will include Activities This Period, Near-Term Activities, Outstanding Issues, Budget Position, and Schedule.
- 1.02 Provide meeting notes that document discussions, decisions, Owner comments, and Owner direction.
- 1.03 Perform quality reviews throughout the duration of the project.
- 1.04 Drawings will be developed using Consultant's CADD standards.
- 1.05 Deliverables shall be in the form of .pdf electronic documents unless noted otherwise. Drawing deliverables shall be 11x17.

2.0 Design Basis Report

- 2.01 Hold project kick-off meeting to review project scope and schedule, introduce key team members, and discuss design concepts and goals.
- 2.02 Review existing information provided by Owner including existing drawings, property information, wastewater flow data, development plans, and other records or information that may have been updated since submittal of the Saunders Road Sanitary Sewer Capacity Analysis Report to verify future capacity for the pump station.
- 2.03 Identify field flow monitoring data needs and coordinate with Owner. Consultant assumes flow monitoring will be carried out by Baxter and Woodman under a separate agreement. Consultant anticipates requesting one temporary flow meter be installed downstream of the existing forcemain discharge at manhole 42SN05.
- 2.04 Evaluate up to two sanitary sewer alignments and two force main alignments.
- 2.05 Develop hydraulic calculations to determine sanitary sewer size, pump size, wet well size, and forcemain size.
- 2.06 Utilize existing sanitary sewer model to refine and run revised simulations based on updated data.

- 2.07 Identify permitting requirements and coordinate with permitting agencies, including IEPA, IDNR, USACE, and the Village of Riverwoods. .
- 2.08 Develop an opinion of probable construction cost for sanitary sewer, pump station, and force main route alternatives.
- 2.09 Summarize information into a Design Basis Report, and provide recommendations for the pump station location and force main alignment.
- 2.10 Perform quality control check on the Design Basis Report.
- 2.11 Submit digital (PDF) copy of Design Basis Report to the Owner for review.
- 2.12 Conduct a Design Basis Report review workshop with Owner.
- 2.13 Incorporate Owner comments to finalize Design Basis Report.
- 2.14 Submit digital (PDF) copy of final Design Basis Report to the Owner.

3.0 Topographic Survey and Geotechnical Investigations

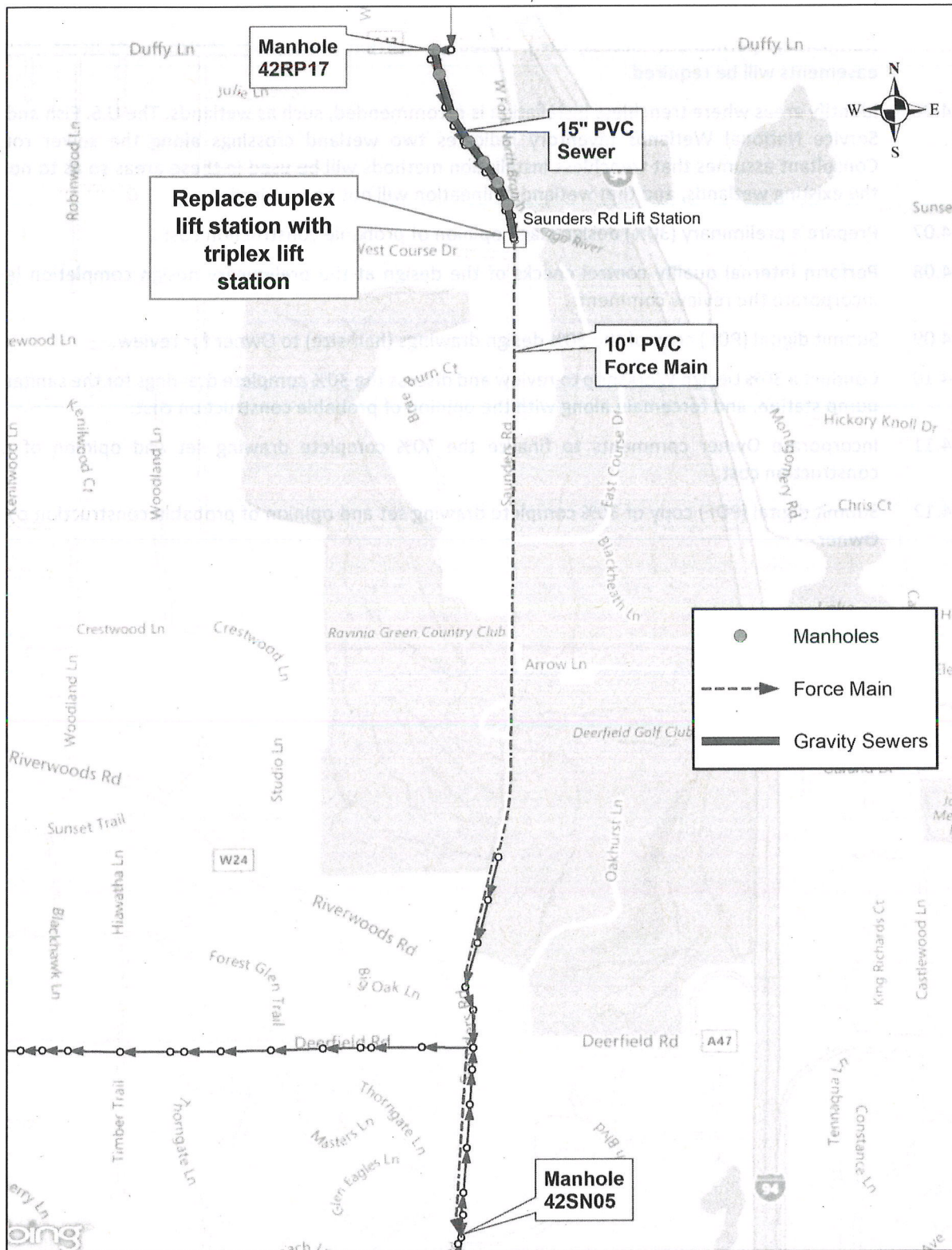
- 3.01 Perform topographic survey of sanitary sewer route, pump station site, and force main route. Survey will include location of existing, marked underground utilities and surface improvements such as pavement edges, curb, driveway openings, trees, manholes, valves, signs, utility/light poles, utility cabinets, retaining wall, and other miscellaneous features. Manhole information (rim elevation, invert elevations, pipe orientation, pipe size) will be collected.
- 3.02 Perform geotechnical investigation of proposed pump station site and 4 selected locations along the force main alignment.

4.0 Preliminary Design

- 4.01 Incorporate field survey and geotechnical data, record drawings, and other existing facility drawings into design drawings that show right-of-ways, property lines, control points and benchmarks, horizontal and vertical location of underground utilities, surface improvements and features as necessary to define topography and existing conditions.
- 4.02 Submit JULIE design stage request, and request facility maps from utility companies identified in JULIE ticket.
- 4.03 Prepare preliminary design information, which evaluates the following items:
 - a. Prepare system head curves for the pump station, identify pump models and approved manufacturers that meet the required flow and head conditions.
 - b. Determine the configuration of the wet well, valve vault, backup generator (if desired), pressure gauges, and other site improvements, and prepare a site plan for the pump station.
 - c. Evaluate the electrical power requirements based on the proposed pumps and the available power. Identify emergency backup power requirements and connection components to provide backup power. Prepare proposed one-line power diagram, contact the power company to identify if the required power can be delivered to the site with existing equipment, and coordinate for new or upgraded power company facilities.
 - d. Identify the requirements for remote monitoring of the pump station. Identify the various alarms, reporting requirements, and other information to transmit based on the Owner's indicated preferences. Prepare preliminary flow and instrumentation diagram drawings as required to identify required components.

- 4.04 Prepare preliminary (30%) design drawings on 11" x 17" half-size sheets. Sewer (gravity and forcemain) plan and profile sheets will be drawn at a half size horizontal scale of 1"=80' and vertical scale of 1"=10'.
- 4.05 Identify where easements or land are likely to be needed, and indicate type of easement required (temporary, permanent, access, etc.). Based on current conceptual routes, Consultant assumes no easements will be required.
- 4.06 Identify areas where trenchless installation is recommended, such as wetlands. The U.S. Fish and Wildlife Service National Wetlands Inventory indicates two wetland crossings along the sewer route. The Consultant assumes that trenchless installation methods will be used in these areas so as to not disturb the existing wetlands, and that wetland delineation will not be required.
- 4.07 Prepare a preliminary (30%) design stage opinion of probable construction costs.
- 4.08 Perform internal quality control checks of the design at the preliminary design completion level, and incorporate the review comments.
- 4.09 Submit digital (PDF) copy of the 30% design drawings (half-size) to Owner for review.
- 4.10 Conduct a 30% Design Workshop to review and discuss the 30% complete drawings for the sanitary sewer, pump station, and forcemain along with the opinion of probable construction cost.
- 4.11 Incorporate Owner comments to finalize the 30% complete drawing set and opinion of probable construction cost.
- 4.12 Submit digital (PDF) copy of 30% complete drawing set and opinion of probable construction cost to the Owner.

**Attachment A.1 – Recommended Improvements from the Saunders Sanitary Sewer Capacity Analysis Report
dated July 10, 2020**



ATTACHMENT B
PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS
Fee Estimate Summary
Donohue & Associates

| Task Description | Cassity ENG VI | Sticklen ENG V | Madrid ENG III | Gahagan ENG III | Rivera ENG II | Halbach ENG II | Jgrunwald ENG I | Koenig Admin III | Total Hours | Total Labor | Travel | Printing & Mailing | Sub consultants | Total Cost | Subtotals |
|---|-------------------|-------------------|-------------------|--------------------|------------------|-------------------|--------------------|---------------------|----------------|------------------|---------------|-----------------------|--------------------|------------------|------------------|
| | \$ 195 | \$ 180 | \$ 145 | \$ 145 | \$ 130 | \$ 130 | \$ 115 | \$ 80 | | | | | | | |
| 1 Project Management | | | | | | | | | | | | | | | \$ 5,320 |
| 1.01 Project Workplan and Monthly Status Reports | 12 | | | | | | | 4 | 16 | \$ 2,660 | | | | \$ 2,660 | |
| 1.02 Invoicing and Production Coordination | 12 | | | | | | | 4 | 16 | \$ 2,660 | | | | \$ 2,660 | |
| | | | | | | | | | - | \$ - | | | | \$ - | |
| 2 Design Basis Report | | | | | | | | | | | | | | | \$ 23,440 |
| 2.01 Conduct kickoff meeting | 4 | 2 | 8 | | | | | | 14 | \$ 2,300 | \$ 200 | | | \$ 2,500 | |
| 2.02 Review existing information | | 2 | 4 | | | | | | 6 | \$ 940 | | | | \$ 940 | |
| 2.03 Identify and coordinate flow monitoring needs | | 2 | 4 | | | | | | 6 | \$ 940 | | | | \$ 940 | |
| 2.04 Alignment evaluation | | | 12 | | | | | | 12 | \$ 1,740 | | | | \$ 1,740 | |
| 2.05 Hydraulic calculations | 4 | | 12 | | | | | | 16 | \$ 2,520 | | | | \$ 2,520 | |
| 2.06 Sanitary sewer model update | 2 | 4 | 4 | | | | | | 10 | \$ 1,690 | | | | \$ 1,690 | |
| 2.07 Permitting agency coordination | | | 4 | | | | | | 4 | \$ 580 | | | | \$ 580 | |
| 2.08 Cost estimate | 2 | | 4 | 2 | 2 | 2 | 2 | | 14 | \$ 2,010 | | | | \$ 2,010 | |
| 2.09 Draft design basis report preparation | 2 | 2 | 12 | 2 | 4 | 4 | 4 | 2 | 32 | \$ 4,440 | | \$ 20 | | \$ 4,460 | |
| 2.10 QA/QC reviews | 4 | 4 | | | | | | | 8 | \$ 1,500 | | \$ 20 | | \$ 1,520 | |
| 2.11 Draft design basis report deliverable | | | 4 | | | | | | 4 | \$ 580 | | \$ 20 | | \$ 600 | |
| 2.12 Review workshop | 4 | | 8 | | | | | | 12 | \$ 1,940 | \$ 200 | | | \$ 2,140 | |
| 2.13 Finalize design basis report | 2 | 2 | 4 | | | | | | 8 | \$ 1,330 | | | | \$ 1,330 | |
| 2.14 Final design basis report deliverable | | | 2 | | | | | 2 | 4 | \$ 450 | | \$ 20 | | \$ 470 | |
| | | | | | | | | | - | \$ - | | | | \$ - | |
| 3 Topographic Survey and Geotechnical Investigations | | | | | | | | | | | | | | | \$ 37,720 |
| 3.01 Topographic survey | 4 | | 4 | | | | | | 8 | \$ 1,360 | | | \$ 25,000 | \$ 26,360 | |
| 3.02 Geotechnical investigation | 4 | | 4 | | | | | | 8 | \$ 1,360 | | | \$ 10,000 | \$ 11,360 | |
| | | | | | | | | | - | \$ - | | | | \$ - | |
| 4 Preliminary Design | | | | | | | | | | | | | | | \$ 28,420 |
| 4.01 Base drawing preparation | | | 16 | | | | | | 16 | \$ 2,320 | | \$ 20 | | \$ 2,340 | |
| 4.02 Utilities coordination | | | 8 | | | | | | 8 | \$ 1,160 | | | | \$ 1,160 | |
| 4.03 Preliminary design | 8 | | 20 | 4 | 8 | 4 | 8 | | 52 | \$ 7,520 | | | | \$ 7,520 | |
| 4.04 Preliminary design drawings | | | 20 | 4 | 8 | 4 | 8 | | 44 | \$ 5,960 | | \$ 20 | | \$ 5,980 | |
| 4.05 Easement coordination | | | 4 | | | | | | 4 | \$ 580 | | | | \$ 580 | |
| 4.06 Opinion of probable construction cost | 2 | | 4 | 2 | 2 | 2 | 2 | | 14 | \$ 2,010 | | \$ 50 | | \$ 2,060 | |
| 4.07 QA/QC reviews | 4 | 4 | 4 | 2 | | | | | 14 | \$ 2,370 | | | | \$ 2,370 | |
| 4.08 Draft 30% drawings deliverable | 2 | | 2 | | | | | 2 | 6 | \$ 840 | | \$ 50 | | \$ 890 | |
| 4.09 Review workshop | 4 | | 8 | | | | | | 12 | \$ 1,940 | \$ 200 | | | \$ 2,140 | |
| 4.10 Finalize 30% drawings | | | 8 | 2 | 2 | 2 | 2 | | 16 | \$ 2,200 | | | | \$ 2,200 | |
| 4.11 Final 30% drawings deliverable | 2 | | 4 | | | | | 2 | 8 | \$ 1,130 | | \$ 50 | | \$ 1,180 | |
| | | | | | | | | | - | \$ - | | | | \$ - | |
| Total | 78 | 22 | 188 | 18 | 26 | 18 | 26 | 16 | 392 | \$ 59,030 | \$ 600 | \$ 270 | \$ 35,000 | \$ 94,900 | \$ 94,900 |
| Total Labor Dollars by Staff | \$ 15,210 | \$ 3,960 | \$ 27,260 | \$ 2,610 | \$ 3,380 | \$ 2,340 | \$ 2,990 | \$ 1,280 | | | | | | USE => | \$ 94,900 |

CHANGE ORDER NO. 1

Owner: Lake County Public Works Department

Date 5/13/21

Project Preliminary Design for Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements

Owner's Contract No. PW# 2020.130 Contractor Donohue & Associates

Date of Contract Start 2/1/2021 \$ 94,900.00

You are directed to make the following changes in the Contract Documents. Description:

Additional survey for preliminary engineering: survey of the entire right-of-way (ROW) along Saunders and Riverwoods Roads from Duffy Lane to Parkway Boulevard for preliminary and final engineering design.

Reason for Change Order:
See Attachment A

| CONTRACT PRICE | | CONTRACT TIMES (Calendar Days) | |
|---|----------------------|--|---------------------|
| | | To substantial completion | To final completion |
| Original: | \$ <u>94,900.00</u> | Original: <u>N/A</u> | <u>150</u> |
| Previous Change Orders: | \$ <u>0.00</u> | Previous Change Orders: <u> </u> | <u>0</u> |
| This Change Order: | \$ <u>9,000.00</u> | This Change Order: <u> </u> | <u>0</u> |
| Contract Price with all approved Change Orders: | \$ <u>103,900.00</u> | Total of all approved Change Orders: <u> </u> | <u>150</u> |
| | | Original Completion Date: <u> </u> | <u>6/30/21</u> |
| | | Revised Completion Date: <u> </u> | <u>N/A</u> |

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

PROPOSED:

By: [Signature]
Contractor (Authorized Signature)

5/17/2021

Date

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

5/18/2021

Date

APPROVED:

By: [Signature]
Owner (Authorized Signature)

5/18/21

Date

NOTE: OWNER is required to complete a Change Order Authorization form if change decrease or increase is for \$10,000 or more, or time of completion is 30 days or more.

5/17/2021

CO-1

ATTACHMENT A

Reason for Change Order No. 1

The cost for topographic survey in Donohue's original proposal assumed only half the ROW (centerline of road to edge of ROW) would be required since the sewer and force main alignments would likely need to follow the existing sewer and force main alignments, which are located well off the roadway in the ROW. This was considered adequate to develop the Preliminary Design. Additional survey for any major revisions to the alignments required due to information obtained during Preliminary Design was assumed to be picked up in Final Design as necessary. LCPW and Donohue now both agree it would be beneficial and most efficient to complete a full ROW to ROW survey as part of the Preliminary Design phase that would cover any potential alignments and be suitable for final design and preparation of bid documents.

Original costs for a surveyor subconsultant was estimated at \$25,000 per our original fee proposal dated 12-16-2020 and contract executed 1-19-2021. Based on a recent quote received from Terra Tec (selected surveyor for the project, letter proposal attached), the cost for a complete ROW to ROW survey (Task 1 of their proposal) is estimated at \$33,000. After adding Donohue subconsultant mark-up and subtracting credits to keep the Change order less than 10% of the Agreement fee, a change order in the amount of \$9,000 is requested at this time for the additional survey services. A summary of the calculated amount is below.

| Task | Description | Amount | Comments |
|-------------|--|----------------|---------------------------------|
| 3.01 Survey | Original Survey Budget with Donohue Mark-up (5%) | \$25,000 | See Agreement Fee Schedule |
| | Revised Scope Proposal from Terra Tec | \$33,000 | See Attached Terra Tec Proposal |
| | Revised Survey Budget with Donohue Mark-up (5%) | \$34,650 | |
| | Net Change Order Amount | \$9,650 | |
| | Credit from Terra Tec | -\$620 | Keep CO below 10% of Fee |
| | Credit for Donohue Mark-up | -\$30 | Keep CO below 10% of Fee |
| | Revised Change Order Amount | \$9,000 | |



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

April 4, 2021

Mr. Paul Shadrake, PE
Donohue & Associates, Inc.
230 West Monroe Street, Suite 2925
Chicago, Illinois 60606

Re: Lake County Survey
TerraTec Project No. P2103017

Dear Mr. Shadrake:

TerraTec Engineering, LLC (TerraTec) is pleased to provide this surveying services proposal to Donohue & Associates, Inc. (Donohue) for the above referenced project. The project task is to perform a topographic survey for the design of new utilities in Lake County, Illinois. The topographic survey is to be used to prepare a base map for use in design plans.

The limits of the survey are shown in the attachment (entitled Survey and Soil Boring Exhibit) to your e-mail dated March 31, 2021. The length of roadway is approximately 10,000 feet along Saunders Road beginning at the Parkway North Boulevard intersection and extending north to Duffy Lane. Within the subject survey limits, there are six intersections, all of which will be surveyed to 50 feet past the intersection radius.

There are three separate prices presented:

Task 1 – Full Right-of-Way Width Survey - For width of the survey will be the width of the right-of-way, which varies from 66 feet to 102 feet, depending upon the stretch of road

Task 2 – Half Right-of-Way Width Survey - For the width of the survey to only be half of the width of the right-of-way, depending upon which side of the road the proposed sewer work will be performed as shown in the Preliminary Design Saunders Rd Sewer dated February 9, 2021 and that was attached to your March 30, 2021 e-mail. Where the proposed sewer crosses the roadway, a 100-foot swatch of roadway perpendicular to the proposed sewer alignment will be surveyed. Note: all five intersections will be fully surveyed.

Task 3 – Task 2 plus consideration of property takings. Title reports will be ordered for the subject properties and the associated property line will be defined based on the title report.

For all three TerraTec will perform the following activities:

- Obtain publically-available right-of-way mapping for the subject roadways. Where right-of-way maps are not available, TerraTec will obtain publically-available subdivision platting and plats of surveys. This information will be used along with the field surveyed property corner monumentation/pins to determine the extent of the right-of way. Note: for Task 1 above, the full right-of-way will be shown on the provided mapping. For Task 2 and 3 above, only the half of the right-of-way which the proposed sewer will be located will be shown.
- Contact J.U.L.I.E. to mark utilities and obtain electronic mapping.
- Perform topographic survey, which shall include surface types (i.e., concrete pavement, asphalt pavement, and grass), surface structures, trees (note if tree grouping – the tree line will be surveyed and trees larger than 8-inch in diameter will be located), observable property corners monuments/pins, measure downs and rims of sanitary/storm sewer structures, and top of valve and top of pipe elevations at water valves. Note, roadway patches of a different material will not be surveyed (i.e., asphalt patch in concrete pavement).

- Provide CADD mapping of survey and DTM (1' contours) within the project limits. In addition, TerraTec will provide an ASCII file with a listing of points shot, to include point number, northing, easting, elevation, and description.
- Property lines will be provided based on mapping provided by Donohue. Property titles will not be ordered or reviewed for this project.

FEE & SCHEDULE

TerraTec proposes to complete the design survey services for a **lump sum cost of: Task 1 - \$33,000 Task 2 - \$22,000 and Task 3 - \$22,000 plus \$350 plus the cost for the title reports for each parcel impacted by proposed property takings.** The cost will be effective if this proposal is accepted by Donohue & Associates within 60 days of the date of this proposal. Proposed changes, if any, to the scope of work following commencement of TerraTec services will be discussed with you and amendments made to the original work scope and fee.

GENERAL PROJECT UNDERSTANDING

1. This proposal does not include property boundary surveys; civil, environmental, geotechnical engineering; architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.
2. TerraTec takes no responsibility and will not certify for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items of which no evidence can be found on the surface by a reasonable inspection. TerraTec will not enter any buildings or utility structures on or off the site.
3. If the work is being ordered in the fall-winter time of year, the Client is advised that snow cover may obscure certain topographic features that could be missed. The Client will hold harmless TerraTec from all responsibilities resulting in missed feature location due to snow and/or ice cover as well as other types of cover (i.e., cars, trucks, etc.).
4. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "J.U.L.I.E." If additional utilities are known to exist on the property(ies), the Client will provide existing plans of other utilities serving the site and the building that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
5. TerraTec will not warrant the accuracy or completeness of the field markings by J.U.L.I.E. and their subcontractors. Any user of this map is hereby notified that such reliance of underground utility locations by J.U.L.I.E. is at the user's risk, and will hold harmless TerraTec from any recriminations due to missing underground utilities not marked by J.U.L.I.E. TerraTec will not warrant the accuracy or completeness of any survey mapping provided to TerraTec by other parties.
6. All submittals are final. Any requested modifications will be performed on a time and material basis.
7. TerraTec cannot guarantee approvals of any applications.
8. Invoices shall be submitted monthly or at the end of project completion, whichever occurs first. For additional services rendered, if any, but not included in the scope of work described in the above section of this proposal, invoice amounts will be based on the actual units used at the rates shown on the attached fee schedules, and will also include travel costs, and other expenses incurred by TerraTec in rendering the services of this proposal.
9. The maps will be prepared in accordance with the drafting and design standards established by TerraTec, which reflect common engineering practice. Drawings will be prepared in AutoCAD Civil3D 2018.
10. Production and coordination of additional copies, electronic files or other requests for information above that detailed herein are considered a direct reimbursable in excess of the contract maximum and will be invoiced in accordance with the fee schedule.

11. Individual trees will be located and size identified on the drawing. Tree groupings and wooded areas will be outlined only. Species will not be listed and are not included in this proposal. If species are required, this service can be provided for additional fees if required and requested by the Client.
12. Ownership and Use of Documents
 - All survey drawings and maps are physical depictions of part of the service provided. Said drawings, maps and field notes are and shall remain the property of the Land Surveyor.
 - The client may use the copies solely for the purpose for which the survey map was prepared as stated herein.
 - The parties hereto acknowledge that the Land Surveyor is the author of the survey drawings under United States Copyright Law, 17 U.S.C. ss 101 et seq., and thereby retains sole ownership of the copyright of the drawing. In recognition of the Land Surveyor's claim to the copyright, the client shall not copy, reproduce, or adapt the survey drawings or engage in any other activity, which would violate the copyright therein without the Land Surveyor's consent.

TERMS AND CONDITIONS

TerraTec Engineering, LLC. proposes to perform this work under the Donohue standard subconsultant agreement that TerraTec has previously work under. Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. If we are given a verbal notification to proceed, it will be mutually understood that both parties will be contractually bound by this proposal.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to TerraTec Engineering, LLC. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, should you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so at your convenience

CLOSING

We appreciate this opportunity to assist you with this project. If you have any questions regarding this proposal or if you need additional assistance, please contact us.

Sincerely,

TERRATEC ENGINEERING, LLC.

Linda K. Johnson

Linda K. Johnson, P.E.
Principal

ACCEPTED BY:

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

**Modification #1 to the Professional Services
Agreement #21008 for Lake County**

This first contract modification (“Modification #1”) is between the County of Lake, Illinois, an Illinois body politic and corporate (“County”), and Donohue & Associates, Inc. d/b/a (“Consultant”) and relates to the parties’ *Professional Services Agreement* (“Services”).

RECITALS

Whereas:

- a. On January 19, 2021, the Parties entered into a *Professional Services Agreement* (“PSA”) for Engineering Services for the Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements Project in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/1 et. Seq.
- b. Under the terms of the agreement, Consultant began services on January 19, 2021.
- c. Under its initial terms, the PSA anticipated the Consultant to perform preliminary engineering services for the Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements Project, see Attachment A to Agreement #21008.
- d. Under initial terms of the PSA, topographic survey was included for one-half of the public right-of-way width along the anticipated sanitary sewer route as a part of preliminary engineering. Change Order #1, in the amount of \$9,000, was processed on May 18, 2021 for additional survey work for preliminary engineering to cover the entire public right-of-way width along the anticipated sanitary sewer route.
- e. This first contract modification is a request for additional preliminary engineering services for the Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements Project in accordance with the scope described on Attachment A. Additional preliminary engineering services are needed to consolidate the LCPW sewer system to one side of the Saunders Rd right-of-way between Duffy Ln and West Course Dr and to evaluate alternative force main alignments through the Deerfield Rd and Saunders Rd intersection. The preliminary design completion date shall be amended to December 31, 2021.
- f. Further contract modification will be necessary for future final design and construction engineering services for the Saunders Road Sanitary Sewer, Lift Station and Force Main Improvements Project.

In light of the foregoing, the parties now agree as follows:


1. **Incorporation of Recitals; Capitalized Terms.** The recitals above are incorporated into the body of this Agreement, as if set forth here in their entirety. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the *Professional Services Agreement*.
2. **Counterparts.** The parties may sign this Modification #1 in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
3. **Effective Date.** The "Effective Date" of this Agreement is October 12, 2021, the date of the October County Board Meeting. The date of the signatures on this agreement are an acknowledgment of the approval by the Board.
4. **Agreement Price.** The County will pay the Consultant an additional fee of \$53,810 for a total amount not to exceed \$148,710 to complete the tasks outlined in Change Order #1 and Consultant's proposal Attachment A received September 16, 2021.

Signed:

COUNTY OF LAKE:

CONSULTANT:

Donohue & Associates, Inc.

By: 
Name: RuthAnne K. Hall
Its: Purchasing Agent

By: 
Name: Eric Cockerill
Title: Vice President

Date: 10/15/2021

Date: 9/23/2021

ATTACHMENT A

AGREEMENT 21008 Modification #1

PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS

Modification #1 SCOPE OF SERVICES and FEE

The following presents the scope of services and fee for Modification #1 to Agreement 21008 of the Sanitary Sewer System Modeling and Capacity Analysis Project. Agreement 21008 is a preliminary design project for recommended improvements identified in Donohue's Saunders Road Sanitary Sewer Capacity Analysis Report dated July 10, 2020. The change is required to accommodate the following:

- A request from the Village of Riverwoods to have LCPW consolidate its sewer system upstream of the proposed lift station to Duffy Lane to allow space for a future Village of Riverwoods watermain (see attached letter from the Village). The scope of services includes preliminary modeling to assess required size and slope, review of sanitary service information for design of reconnections, layout of the proposed sewer, and preparation of plans for inclusion in the preliminary design submittal.
- Consideration of an alternative forcemain alignment that avoids construction through the intersection of Deerfield Rd and Saunders Rd, a major traffic thoroughfare with significant utility congestion.
- Preparation of a revised Design Basis Report incorporating gravity sewer redesign and additional forcemain alternative investigations and evaluations.
- Additional project administration related to the expected project time extension.

6.0 Modification #1 Scope of Services (See Fee Attached)

6.01 Redesign of Gravity Sewer

- 6.01.1 Review tap cards and video inspection records provided by LCPW for services connected to the existing gravity sewers. Develop approach and incorporate reconnections into design.
- 6.01.2 Utilize existing model to confirm feasibility of consolidation of sewers and determine required size and slope of sewer. Perform QC review of results.
- 6.01.3 Based on recommendations from the modeling task above, prepare preliminary design layouts for internal review. Perform QC review of layout and prepare design for inclusion in preliminary plans for submittal to LCPW.

6.02 Forcemain Alternative Investigation and Evaluation

- 6.02.1 Perform a topographic survey (see attached TerraTec proposal) of the alternative alignment. Include sufficient area to accommodate two parallel forcemains. Survey to include title searches and easement identification, as well as a site visit by engineering staff.
- 6.02.2 Complete an assessment of the proposed alternative alignment and compare with the previous two alternatives considered. Evaluate each of the three alternatives including cost, property/easement requirements, impacts to the public, permitting requirements, and access/constructability. Prepare a comparison matrix and indicate a recommended alternative. Conduct a workshop to present and discuss the evaluation with LCPW.

6.03 Revised Design Basis Report (DBR)

- 6.03.1 Prepare a revised Design Basis Report incorporating the results of the preceding tasks and other conclusions and directions from LCPW resulting from the DBR workshop and subsequent meetings with LCPW and LCDOT.
- 6.03.2 Provide quality review of the DBR and submit to LCPW at the same time as the draft Preliminary Drawings.

6.04 Project Administration

- 6.04.1 Perform project administrative tasks for the estimated 6 month project time extension.
- 6.04.2 Attend regular progress meetings during project time extension.

Modification #1 Attachment A
PRELIMINARY DESIGN FOR SAUNDERS ROAD SANITARY SEWER, LIFT STATION, AND FORCEMAIN IMPROVEMENTS
Fee Estimate Summary
Donohue & Associates

| Task Description | | Cassity | Shadrake | Sticklen | Hixon | Madrid | Erickson | Rivera | Lockerbie | Farrer | Sharpe | Total Hours | Total Labor | Travel | Printing & Mailing/Fee | Sub consultants | Total Cost | Subtotals |
|------------------------------|--|---------|----------|----------|----------|-----------|----------|--------|-----------|--------|-----------|-------------|-------------|--------|------------------------|-----------------|------------|------------|
| | | ENG VII | ENG VII | ENG V | ENG 1 | ENG III | ENG IV | ENG II | ENG II | ENG VI | Admin III | | | | | | | |
| | | \$ 215 | \$ 215 | \$ 180 | \$ 115 | \$ 145 | \$ 165 | \$ 130 | \$ 130 | \$ 195 | \$ 80 | | | | | | | |
| 1 | Project Management | | | | | | | | | | | | | | | | | \$ 5,320 |
| | | | | | | | | | | | | | | | | | | |
| 2 | Design Basis Report | | | | | | | | | | | | | | | | | \$ 23,440 |
| | | | | | | | | | | | | | | | | | | |
| 3 | Topographic Survey and Geotechnical Investigations | | | | | | | | | | | | | | | | | \$ 37,720 |
| | | | | | | | | | | | | | | | | | | |
| 4 | Preliminary Design | | | | | | | | | | | | | | | | | \$ 28,420 |
| | | | | | | | | | | | | | | | | | | |
| 5 | Additional Survey (CO#1) | | | | | | | | | | | | | | | | | \$ 9,000 |
| | | | | | | | | | | | | | | | | | | |
| 6 | Modification #1 | | | | | | | | | | | | | | | | | \$ 44,810 |
| 6.01 | Gravity Sewer Realignment | | | | | | | | | | | | | | | | | |
| | Review Service Tap Cards and Tapes | | | | | 12 | | | | | | 12 | \$ 1,740 | | | | \$ 1,740 | |
| | Modeling | | 2 | 6 | 12 | | | | | | | 20 | \$ 2,890 | | | | \$ 2,890 | |
| | Sewer Design and Abandonment | | 2 | | | 30 | | | | | | 32 | \$ 4,780 | \$ 150 | | | \$ 4,930 | |
| 6.02 | Forcemain Alternative Routes Evaluation | | | | | | | | | | | | | | | | | |
| | Survey and Site Visit | | 2 | | | 16 | | | | | | 18 | \$ 2,750 | \$ 150 | \$ 590 | \$ 11,800 | \$ 15,290 | |
| | Alternative Analysis | | 2 | 2 | 4 | 24 | | | | | | 32 | \$ 4,730 | | | | \$ 4,730 | |
| | Workshop | | 2 | | | 6 | | | | | | 8 | \$ 1,300 | | | | \$ 1,300 | |
| 6.03 | Preparation of Revised Design Basis Report | 2 | 2 | | | 18 | 2 | 2 | 2 | 2 | | 30 | \$ 4,710 | | \$ 100 | | \$ 4,810 | |
| 6.04 | Project Administration for Time Extension | | 24 | | | 24 | | | | | 6 | 54 | \$ 9,120 | | | | \$ 9,120 | |
| | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | |
| Total | | 2 | 36 | 8 | 16 | 130 | 2 | 2 | 2 | 2 | 6 | \$ 206 | \$ 32,020 | \$ 300 | \$ 690 | \$ 11,800 | \$ 44,810 | \$ 148,710 |
| Total Labor Dollars by Staff | | \$ 430 | \$ 7,740 | \$ 1,440 | \$ 1,840 | \$ 18,850 | \$ 330 | \$ 260 | \$ 260 | \$ 390 | \$ 480 | | | | | | USE ==> | \$ 148,710 |



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

September 14, 2021

Mr. Paul Shadrake, PE
Donohue & Associates, Inc.
230 West Monroe Street, Suite 2925
Chicago, Illinois 60606

Re: Additional Saunders Road Survey
TerraTec Project No. P2103017

Dear Mr. Shadrake:

TerraTec Engineering, LLC (TerraTec) is pleased to provide this surveying services proposal to Donohue & Associates, Inc. (Donohue) for the above referenced project. The project task is to perform a topographic survey for the design of new utilities in Lake County, Illinois. The topographic survey is to be used to prepare a base map for use in design plans.

The limits of the survey are shown in the attachment (entitled Saunders Road Additional Survey) to your e-mail dated September 10, 2021. The alignment length of the survey is approximately 1,000 feet, of which approximately 350 feet is the Deerfield right-of-way and approximately 650 feet of parcel (non right-of-way land) roadway. The non right-of-way alignment centerline includes three different properties (tax identification numbers 1631100003, 1631100032, and 1631100032). The offset of the alignment impacts the following properties (163100003, 1631100031, 1631101046, 1631101048 and 1631101049).

TerraTec will perform the following activities:

- Task 1 – Topographic Survey & Map
- Task 2 – Informational Commitment Titles
- Task 3 – Easement Identification & Map

Task 1 – Topographic Survey

TerraTec will perform the following activities:

- Contact J.U.L.I.E. to mark utilities and obtain electronic mapping.
- Perform topographic survey, which shall include surface types (i.e., concrete pavement, asphalt pavement, and grass), surface structures, trees (note if tree grouping – the tree line will be surveyed and trees larger than 8-inch in diameter will be located), observable property corners monuments/pins, measure downs and rims of sanitary/storm sewer structures, and top of valve and top of pipe elevations at water valves. Note, roadway patches of a different material will not be surveyed (i.e., asphalt patch in concrete pavement).
- Provide CADD mapping of survey and DTM (1' contours) within the project limits. In addition, TerraTec will provide an ASCII file with a listing of points shot, to include point number, northing, easting, elevation, and description.

Task 2 – Informational Commitment Titles

TerraTec will perform the following activities:

- For the non-right-of-way alignment, obtain informational commitment titles for the following seven properties: (163100003, 1631100003, 1631100031, 161100032, 1631101046, 1631101048 and 1631101049). This information along with the field surveyed property corner monumentation to determine the property lines within the survey limits.
- For the parcel located at the northwest corner of Saunders and Deerfield (Tax Id No. 1630302014), TerraTec will obtain an information commitment title to depict the right-of-way line along the southern and western property lines.

Task 3 – Easement Identification & Mapping

TerraTec will perform the following activities:

- TerraTec will review the titles to determine what, if any, easements are located within the survey limits of the titles ordered above.
- TerraTec will include the identified easements onto the mapping developed in Task 1 above. Note, the locations will be approximate as most easements are identified based on property lines.

FEE

The services to be performed upon acceptance of this proposal have been described in the above sections of this proposal and are based upon our understanding of the project. TerraTec proposes to complete these services for the **lump sum fees as shown in the table below**. The lump sum fee will be effective if this proposal is accepted within 60 days of the date of this proposal. Proposed changes, if any, to the scope of work following commencement of TerraTec services will be discussed with you and amendments made to the original work scope and fee.

| TASK | Fees |
|--|-----------------|
| Task 1 – Topographic Survey & Map | \$6,800 |
| Task 2 – Information Title Reports | \$2,500 |
| Task 3 – Easement Identification & Map | \$2,500 |
| TOTAL | \$11,800 |

GENERAL PROJECT UNDERSTANDING

1. The property boundary survey is for the property lines within the survey limits only; does not include the property lines outside of the survey limits.
2. This proposal does not include civil, environmental, geotechnical engineering; architectural, electrical, structural, construction services, meetings or permit/application fees. These services can be provided for additional fees, if requested.

RIVERWOODS VILLAGE HALL

300 Portwine Road
Riverwoods, IL 60015



July 26, 2021

Ms. Emily Karry, P.E.
Capital Improvement Program Manager
Lake County Public Works
650 W Winchester Road
Libertyville, Illinois 60048

Re: LCPW Saunders Road Sewer Project
Riverwoods, IL

Via email: ekarry@lakecountyil.gov

Dear Ms. Karry

As you are aware, the County owns and maintains parallel sanitary sewers on either side of Saunders Road between West Course Drive and Duffy Lane.

Riverwoods currently does not have a public water main in this corridor, and the presence of sanitary sewer in both parkways may create separation issues if and when the Village builds a water main to serve residents in the area.

While this water main project is not currently programmed, the Village has submitted a Rebuild Illinois grant application and expects to submit for other grants as well.

As such, we request that the Department consider the possibility of consolidating the sewer system to one side of the street as part of the current force main project.

We understand that this is outside the original scope of the Department's project and may not be feasible due to budget constraints.

Please feel free to contact me with any questions. Thank you.

Sincerely
Village of Riverwoods

Patrick Glenn, P.E.
Village Engineer

cc: Mayor Kris Ford – Village of Riverwoods