

AGREEMENT #15032 FOR ENGINEERING SERVICES

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

RECITALS

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

PW#2014.092 - Mill Creek WRF Process 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 works shall be completed within 112 days after execution of this Agreement *excluding contractor bidding period*

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 \$ 62,510.

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: Heather L. Galan, P.E.

County will make Payments to:

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

SECTION 8. STATEMENT OF OWNERSHIP

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

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

SECTION 9. TERMINATION

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

SECTION 10. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 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:

Donohue & Associates, Inc.:

RuthAnne Hall
Purchasing Agent
Lake County



Craig W. Brunner
President
Donohue & Associates, Inc.

Date: _____

Date: 1/21/15

Appendix A

Project: Mill Creek WRF Nitrogen Removal and Recycle Equalization

PART I

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Lake County Department of Public Works has identified the following upgrades to the Mill Creek WRF:

1. Incorporation of nitrogen removal in the aeration tanks by installing the following:
 - a. Mixed liquor recycle pumps in Zone 1D and 2D
 - b. Mixed liquor recycle piping from Zone 1D and 2D to Zone 1A3 and 2A4
 - c. Floating mixers in Zone 1D and 2D to allow lower dissolved oxygen concentration while maintaining sufficient mixing energy
 - d. Modifications to the aeration grids in Zone 1D and 2D to protect the aeration equipment from mixer operation
2. Routing new forcemain piping from the recycle pumps in the Filter Building to the Septage Receiving Station to utilize the septage tank for equalization of digester decant and filtrate.
3. Installing a new level monitoring device in the septage tank for improved level control.

B. SCOPE OF SERVICES

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

1. Prepare itemized cost estimate for improvements and review with Lake County staff to identify any modifications or deletions to reduce project cost.
2. Conduct a project kickoff meeting to review scope and schedule for the project. Conduct site investigation with Civil, Electrical, and Instrumentation engineers.
3. Develop design basis calculations for new equipment and piping systems.
4. Prepare layout drawings including new process mechanical and site civil drawings.
5. Prepare draft process and instrumentation diagrams for improvements.
6. Conduct a preliminary layout drawings review workshop with Lake County staff.
7. Prepare draft construction drawings for the improvements listed in Section A above incorporating comments received at the preliminary layout drawings review workshop.
8. Prepare technical specifications for the improvements listed in Section A above excluding Division 0 front-end documents prepared by Lake County staff.
9. Provide quality control reviews on calculations, drawings, and specifications.
10. Prepare an engineer's opinion of probable construction cost for the project.
11. Conduct a construction document review workshop with Lake County staff.

Appendix A

12. Prepare bidding documents (plans and specifications) incorporating comments received at the construction document review workshop.
13. Prepare and submit IEPA construction permit application.
14. Deliver electronic bidding document files in PDF format to Lake County for use in bidding.
15. Respond to questions during bidding and prepare changes to drawings and/or specifications for Lake County staff to incorporate into addendums.
16. Other than scope item 13 above, no additional permitting activities are included in the scope.
17. No survey is included in the scope.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Final bidding documents will be delivered 16 weeks after execution of this Agreement.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

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

Appendix A

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The total cost for these basic Services will not exceed \$62,510 without prior written approval from Owner.
- A. Donohue will bill Owner monthly, with net payment due in 30 days.
- B. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Appendix A

**Lake County Department of Public Works
Mill Creek WRF Nitrogen Removal and Recycle Equalization
Cost Estimate Summary
Donohue & Associates, Inc.**

Task	PM/QC \$ 180	Process \$ 165	Civil \$ 130	Controls \$ 130	Electrical \$ 130	Structural \$ 130	Admin \$ 60	Total Hours	Total Labor	Travel	Printing	Total Cost
1 Preliminary Cost Estimate		2						2	\$ 330			\$ 330
2 Kickoff & Multi-Discipline Site Visit		8	8	8	8			32	\$ 4,440	\$ 100		\$ 4,540
3 Develop Design Basis	2	24						26	\$ 4,320			\$ 4,320
4 Layout Drawings	2	24	16		16	2		60	\$ 8,740		\$ 30	\$ 8,770
5 P&IDs		8		24				32	\$ 4,440			\$ 4,440
6 Preliminary Layout Drawings Workshop		8						8	\$ 1,320	\$ 100	\$ 30	\$ 1,450
7 Construction Drawings	2	20	16	24	40	4		106	\$ 14,580			\$ 14,580
8 Specifications		8	8	16	16	2	6	56	\$ 7,140			\$ 7,140
9 Quality Control Review	16							16	\$ 2,880			\$ 2,880
10 Opinion of Probable Construction Cost		2	2	2	2			8	\$ 1,110			\$ 1,110
11 Construction Document Review Workshop		8						8	\$ 1,320	\$ 100	\$ 50	\$ 1,470
12 Finalize Bidding Documents		16	8	8	16		4	52	\$ 7,040		\$ 50	\$ 7,090
13 IEPA Construction Permit Application	4							4	\$ 720			\$ 720
14 Bidding Services	2	6	4	6	6		4	28	\$ 3,670			\$ 3,670
Total	28	134	62	88	104	8	14	438	\$ 62,050	\$ 300	\$ 160	\$ 62,510
Total Labor Dollars by Labor Class	\$ 5,040	\$ 22,110	\$ 8,060	\$ 11,440	\$13,520	\$ 1,040	\$ 840					
	8%	36%	13%	18%	22%	2%	1%					



CERTIFICATE OF LIABILITY INSURANCE

DONO&AS-01 KPAWLOWSKI

DATE (MM/DD/YYYY)

1/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS:														
INSURED Donohue & Associates, Inc. 3311 Weeden Creek Road Sheboygan, WI 53081	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Sentinel Insurance Company, LTD</td><td>11000</td></tr><tr><td>INSURER B : Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER C : Continental Casualty Company (CNA) A(XV)</td><td>20443</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company, LTD	11000	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Continental Casualty Company (CNA) A(XV)	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	08SBWIM9888	01/01/2015	01/01/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		X	08WBGCR7124	01/01/2015	01/01/2016	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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C				AEH-254044990	01/01/2015	01/01/2016	Aggregate 5,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Coverages are in accordance with the policy terms and conditions.

RE: Agreement No. 15032 - Engineering Services; PW#2014.092 - Mill Creek WRF Process Improvements

Lake County Central Services is hereby included as additional insured on a primary and non-contributory basis with respect to general liability for ongoing and completed operations, auto, and umbrella liability, where required by written contract. All policies contain a waiver of subrogation in favor of the additional insured and shall provide 30-days notice of cancellation in accordance with policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Lake County Central Services
18 N. County Street
Waukegan, IL 60085-4350

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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