

AGREEMENT #15144 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Christopher B. Burke Engineering Ltd., 9575 West Higgins Road, Rosemont, IL 60018 (hereafter "Engineer").

RECITALS

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

PW#2010.042 East Main Pump station 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 120 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 \$ 93,100.⁰⁰

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 Public Works
650 West Winchester Road
Libertyville, IL 60048-1391
Attn: David Humbert

County will make Payments to:

Christopher B. Burke Engineering Ltd.
9575 West Higgins Road, Rosemont
Rosemont, IL 60018

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. WARRANTIES

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:

Christopher B. Burke Engineering Ltd.

Peter E. Kolb
Director
Lake County Public Works



Michael E. Kerr, PE
Executive Vice-President

Date: _____

Date: 5/13/15



ATTACHMENT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 4, 2015

Lake County Public Works Department
650 West Winchester Road
Libertyville, IL 60048-1391

Attention: Peter Kolb
Director

Subject: Proposal for Professional Engineering Services
East Main Pump Station Improvements - Design Engineering
New Scope Items – May 2015

Dear Mr. Kolb:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Services for the **East Main Pump Station Improvements - Design Engineering**. Included below is our Understanding of the Assignment, Scope of Services, and Engineering Fee.

UNDERSTANDING OF THE ASSIGNMENT

We have based our proposal upon:

- Meeting with LCPWD Engineering and Operations Staff 8/8/2014
- East Main Pump Station Reconnaissance Visit 7/31/2014
- E-mail Dated 8/8/2014 Listing Project Budget Items

The County is requesting an updated scope for the East Main Pump Station Improvement Project to prepare design drawings and specifications for improvements at the pump station located south of Long Lake in unincorporated Ingleside in Lake County, Illinois. The updated scope for the project is the result of the County's review of our draft Design Memorandum dated May 3, 2011, subsequent directives from the County and review of the project objectives and scope per the site reconnaissance and staff meetings as noted above. The Scope is for the preparation of design drawings and specifications with the County preparing the bidding and contract documents for establishing a construction contract for the project.

SCOPE OF SERVICES

The Scope items below in regular font type are the new updated Scope items. The items in italic font are from the original design engineering contract for the East Main Pump Station Improvements.

Evaluations:

1. Assess means of maintaining station flows during construction, i.e. sequenced MCC installation versus temporary electrical power provision during MCC replacement versus bypass pumping during MCC replacement.
2. Review the pump station electrical load requirements versus the electrical service size, i.e. significant electrical building heating has been eliminated since the original station design; can the electrical service be downsized from 1200 Amp to 800 Amp and provide for all station electrical load requirements.
3. Provide assistance to the County for evaluating Grundfos Pumps as an acceptable pump manufacturer.

Detailed Design (Drawings and Specifications):

4. *Two new JWC Channel Monsters. Control panels to be located in screen room pending verification of suitability of control panels in the screen room environment.*
5. Two new slide/slucice gates in the screen room channels upstream of the new channel monsters to replace the two existing gates in those channels.
6. New MCC main disconnects, one for each service, automatic throw over switch (ATO) designed to allow positions Utility 1, Utility 2, and Emergency Generator. ATO switching will be arranged to match the switching at the NEC pump station.
7. *New generator receptacle and disconnect switch on building exterior near existing generator receptacle.*
8. Two new submersible pumps, installation in dry well utilizing existing piping where possible (ABS, KSB (Grundfos pending acceptable LCPWD evaluation)), to be installed as replacements for 2 existing pumps. Capacity of new pumps to match existing (original) pump capacity.
9. *New VFD's - two for existing pumps and two for new pumps. Bypass contactors to be included integral to the VFD equipment.*
10. Four new REXA cone valve actuators to replace existing actuators. Cone valves to remain (without refurbishing/factory rebuild).
11. Two new REXA operators for existing new gates upstream of existing bar screens to allow automated control for lead lag operation of the Channel Monsters.
12. *Level transducers. (Two for sensing wet well (one duty, one standby backup), upstream/downstream differential sensing on either side of Channel Monsters – one pair for each Channel Monster.)*
13. New magnetic flow meter (to replace existing Venturi meter).
14. Requirements for MCC construction phasing or temporary station power or bypass pumping determined from evaluation of maintaining station flow during construction.
15. New crane in Screen Room designed to pull Channel Monsters for maintenance, crane to accommodate removal from channel and placing screen on concrete floor in vicinity of overhead door.

16. Lighting Plans for new lighting in Screen Room, Pump (Basement) Room, Pump Gallery and 3 walls of Garage (new lights to be wall mounted and bulb replacement to be performed using standard 8' step ladder). Screen Room lights to be appropriate for Screen Room environment (Class 1, Div. 1). Lighting units to be used will be as specified by the County.
17. Replacements for grating in Screen Room – replacements to be solid stainless steel cover on hinges to allow convenient lifting and observation of flow in channel with grating under the covers (grating to cover opening when cover is lifted). Grating may be stainless steel, fiberglass (if existing angle height allows), or carbon steel. No aluminum is to be used for covers or grating.
18. New thermoplastic polyolefin (TPO) membrane roofing – for whole building including garage.
19. Painting Schedule
 - a. Pump Gallery: ceiling and walls
 - b. Screen Room: ceiling, walls and floor
 - c. Pump Room (basement): ceiling, walls and floor
 - d. Garage
20. Electrical – conduit and wire required for all improvements listed above.
21. SCADA – I/O list and control narrative for East Main PLC (provided under RLSD project).
22. Demolition
 - a. Existing Bar Screens and Mechanical Rakes
 - b. Existing Grates in Screen Room
 - c. Existing Hydraulic Actuator System for Cone Valves
 - d. Existing MCC
 - e. Existing Motor Starters
 - f. Existing Venturi Meter
 - g. Two Existing Pumps
 - h. Two Existing Rectangular Butterfly Style Valves in Screen Room Channels
 - i. Existing Generator Receptacle and Disconnect Switch
 - j. Sealing for existing electrical conduits that will no longer be in service after construction of improvements

NEW SCOPE ITEMS - ENGINEERING FEE

The Engineering Fee below is for the May 2015 added scope items only.

Evaluations/Assessments	\$4,143
Design Drawings	\$66,025
Specifications	\$13,775
Project Meetings / Project Management	\$6,656
	Sub-Total \$90,600
	Direct Cost \$ 2,500
	Total \$93,100

SCHEDULE

Design Drawings and Specifications will be completed within 4 months of receipt of a Notice to Proceed.

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Engineering services performed for tasks not included in the proposal and/or beyond customary engineering efforts shall be billed to you on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

MEE/mee/pjb

Encl.: Schedule of Charges (2012 Rates)

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR LAKE COUNTY PUBLIC WORKS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost (no markup)

*Charges include overhead and profit

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

Revised May 4, 2015

NEW SCOPE ITEMS • WORK EFFORT AND FEE STRUCTURE ESTIMATE
2012 Rates

New Scope Items - May 2015	Classification & Hours					Total Hours	Total Fee & Direct Costs	Total by Task
	Project Manager	Design Engineer	Engineer Technician III	Admin	Direct Costs			
	(Eng. V)	(Eng III)						
Fee Rate	\$173	\$125	\$107	\$88				
Evaluations	12					12	\$2,076.00	
Assess construction requirements for Station Flow during Construction								
Station Electrical Load Evaluation - Can Service be Reduced to 800 Amp from 1200 Amp	1		8			9	\$1,029.00	
Assist County in review of Grundfos Pumps	6					6	\$1,038.00	
Task Total								\$4,143.00
Demolition								
Grates in Screen Room	4	4				8	\$1,192.00	
MCC /ATO	2	8	16			26	\$3,058.00	
Venturi Meter	6	4				10	\$1,538.00	
Pumps (2)	4	8				12	\$1,692.00	
RECTANGULAR BUTTERFLY VALVES IN SCREEN ROOM CHANNELS	12	6				18	\$2,826.00	
Task Total								\$10,306.00
Concrete								
CONCRETE PUMP PADS AND PIPE SUPPORTS	4	2				6	\$942.00	
Task Total								\$942.00
Membrane Roofing								
MEMBRANE ROOFING	4	8	20			32	\$3,832.00	
Task Total								\$3,832.00
Hatches								
HATCHES	8	4				12	\$1,884.00	
Task Total								\$1,884.00
Painting								
PAINTING	4	2				6	\$942.00	
Task Total								\$942.00
Crane System								
CRANE IN SCREEN ROOM	16	2	11			29	\$4,195.00	
Task Total								\$4,195.00
Raw Sewage Pumps and Piping Modifications								
PIPING AND VALVE MODIFICATIONS (TO ACCOMMODATE NEW PUMPS)	16	12	2			30	\$4,482.00	
RAW SEWAGE PUMPS & ACCESSORIES	32	12	6			50	\$7,678.00	
Task Total								\$12,160.00
Sluice Gates (2)								
SLUICE GATES AND ACCESSORIES (2)	16	8	6			30	\$4,410.00	
Task Total								\$4,410.00
Cone Valves and Gate Actuators								
NEW HYDRAULIC ACTUATORS SLUICE GATES & CONE VALVES (REXA)	16	8	6			30	\$4,410.00	
Task Total								\$4,410.00
Pump Station Electrical and Controls								
MCC (ATO & SERVICE MAIN DISCONNECTS)	12	6	32			50	\$6,250.00	
MCC (DISTRIBUTION PANEL (3 SECTIONS))	12	6	24			42	\$5,394.00	
30" PUMP STATION MAGNETIC FLOW METER	12	4	2			18	\$2,790.00	
Task Total								\$14,434.00
Pump Station Lighting								
SCREEN ROOM (EXPLOSION PROOF)	2	4	8			14	\$1,702.00	
PUMP ROOM (BASEMENT)	2	4	8			14	\$1,702.00	
PUMP GALLERY	2	4	8			14	\$1,702.00	
GARAGE	2	4	8			14	\$1,702.00	
EMERGENCY LIGHTS	2	4	8			14	\$1,702.00	
Task Total								\$8,510.00
Specifications, Review Meetings & Project Management								
SPECIFICATIONS	60		12	24		96	\$13,776.00	
REVIEW MEETINGS	16		4			20	\$3,186.00	
PROJECT MANAGEMENT	20					20	\$3,460.00	
Direct Costs					2,500	0	\$2,500.00	
Task Total								\$22,932.00

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