AGREEMENT 19023-13 FOR ENGINEERING SERVICES PER SOI 19023

This AGREEMENT is entered into by and between Lake County (County) and Globetrotters Engineering Corporation, 300 South Wacker Drive, Chicago IL 60606 (hereafter "Engineer").

RECITALS

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

PW#2019.141 North Libertyville Estates Levee Drainage Improvements and Flood Investigation 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 Attachement A

SECTION 3. DURATION

The works shall be completed within 270 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.
 - o General Aggregate Limit \$3,000,000
 - o Each Occurrence Limit \$1,000,000
- Automobile Liability:
 - o 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 \$ 91,872

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: Chuck DeGrave

County will make Payments to:

Globetrotters Engineering Corporation 300 South Wacker Drive, Suite 400 Chicago, IL 60606

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:	Globetrotters Engineering Corporation
Ruth Anne Hall	Ajay Shah
Purchasing Agent	CEO
Lake County Purchasing Division	
Date:	Date: 12-17-19



Attachment A

Lake County – North Libertyville Estates Drainage Improvements and Flood Investigation

Engineering Services

Lake County Department of Public Works

December 18, 2019

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Lake County – North Libertyville Estates Engineering Services

The scope of work developed for this project generally includes Preliminary Engineering Services to analyze flood impacts and performance of flood protection structures and facilities serving the North Libertyville Estates Subdivision located in Libertyville, Illinois.

The North Libertyville Estates Subdivision is located in Unincorporated Lake County adjacent to the Des Plaines river, and Illinois Route 137 (Buckley Road). The subdivision is surrounded on three sides by an earthen levee providing flood protection to all dwellings and structures. A detention pond exists within the subdivision and discharges directly into the Des Plaines River via an existing pump station located on the southwest side of the subdivision. The subdivision is located within a regulatory floodway.

Recent flood events indicate the levee may experience seepage resulting in ponding in low areas. Additionally, recent hydraulic analyses of the Des Plaines River has resulted in a significant increase to the Base Flood Elevation (BFE) and does no longer provides protection for the less frequent events for which it was initially constructed for. Lake County estimates the levee provides protection approximately for a 33-year flood event. The Preliminary Engineering Investigation is to assess standing water and determine appropriate remedies to ultimately provide Lake County with alternatives to increase the level of protection for less frequent flood events.

Globetrotters is also proposing to assist Lake County Staff to incorporate inundation data for emergency management operations. Globetrotters will assist Lake County with public outreach to inform and educate residents of flooding perils and evacuation procedures, as well with any potential field meetings with property owners.

The subdivision locally drains into the detention facility via a combination of a closed storm sewer system and open drainage ditches. Globetrotters will coordinate aspects of this study with an ongoing drainage study of the North Libertyville Estates Subdivision. This project will be analyzed in accordance with provisions of the applicable Lake County Stormwater Management Ordinances and the IDOT Drainage Manual, latest edition.

A more detailed listing of scope elements for Preliminary Engineering services is summarized as follows:

- A. <u>Data Collection</u> This task includes the following activities:
 - 1. Obtaining utility information
 - 2. On-site Inspections that will collect data for the existing pump station, existing drainage systems on the west side, the levee, and other drainage components involved in the performance of providing flood protection for the subdivision.
 - 3. Obtain historical precipitation and river flow data for respective gauges.
 - 4. Obtain floodway and floodplain data, including the existing regulatory hydraulic model for the Des Plaines River.
 - Meet with Lake County operation and maintenance staff to gather O&M data
 - 6. Review existing levee inspection records and estimates for increased level of protection.
- B. <u>Survey</u> GEC will obtain survey data associated drainage structures and ditches tributary to the problem areas on the west side of the subdivision. A survey crew will gather elevation data for low spots and potential areas to drain too, including elevations at David Park. GEC will process the survey data and develop a working exhibit to depict existing conditions, and ultimately incorporate into the report that identifies potential solutions.
- C. <u>Preliminary Engineering Analysis</u> GEC will perform the following analyses and compile the results in a technical memorandum that will be submitted to the Lake County Department of Public Works for review. GEC will incorporate the County's comments and revise the report to serve as a preliminary design/planning documents to identify future capital improvements for programming.
 - 1. Develop correlative data illustrating stage and frequency event relationships for up to 3 gauges identified by Lake County staff. The data will be utilized to develop response times for flood preparedness and evacuation.
 - Analysis of levee level of protection for various frequency events, what include assessing costs associated with improving levee level of protection.
 - 3. Alternative analysis of ponding on west side of the subdivision. The analysis will include at least two alternatives, including draining to the existing pump station, and drainage to a point near Davis Park. Also, based on Survey data, GEC may identify additional alternatives to mitigate the ponding.
 - 4. Assess the existing pump station and appurtenances for operation during flood events and develop potential improvements to improve

- operational expectancy during low frequency flood events, which would involve flood proofing measures. The analysis will not involve hydraulic assessments and will only identify methods to flood proof the controls, generator, and pump station itself.
- 5. Preparation of a Technical Memorandum (TEM) assessing the various analyses performed. The TEM will be submitted to Lake County for initial review. GEC will incorporate Lake County comments and revise the TEM, whereupon, it will be resubmitted for final review and concurrence by Lake County. The format of the TEM will generally adhere to Location Drainage Studies performed for drainage projects in Northeastern Illinois. The report will include existing conditions analyses, budgetary cost estimates for capital improvement programming, summary of conclusions, mitigation alternatives, and narrative addressing floodplain and flood insurance impacts.
- 6. Assist Lake County in presenting preliminary findings to residents in the North Libertyville Estates Subdivision. This includes preparing exhibits, hand-outs, and education information relate to emergency management and flood hazard mitigation efforts.

D. <u>Design and Development of Contract Documents</u>

GEC will prepare contract bidding documents for the selected alternative identified to mitigate the western area ponding issue. This task will incorporate the following items:

- 1. Plan preparation, including the following sheets:
 - a. Title Sheet
 - b. General notes, legend, and benchmark information
 - c. Summary of quantities and schedules
 - d. Overall plan with property information
 - e. Drainage plan and profile sheets
 - f. Drainage detail sheets, including sump pump details if needed
- 2. Contract Specifications
- 3. Assistance with Army Corp of Engineering permit submittal
- 4. Preparation of an Engineer's Estimate of Probable Cost

GEC will submit a set of 60% drawings to Lake County for initial review. GEC will incorporate review comments and finalize the bidding documents and submit drawings, specifications, and estimate to Lake County for final review. Once all review comments are addressed, GEC will assist Lake County in bidding the contract documents.

E. <u>GIS Assistance</u> – Globetrotters will assist the Lake County staff with implementing the following into the GIS system.

- 1. Update and develop inundation maps for various frequency events. The inundation maps will depict expected flood levels within the entire subdivision for the 50, 100, and 500-yr events due to overtopping of the levee. This task is subject to Lake County necessity and may not be performed per Lake County direction.
- F. <u>Project Management</u> This task includes the contract administrational efforts, including, scheduling, staffing, processing invoices, coordination with Lake County and other entities involved, and all other general tasks associated with administering the contract.
- G. <u>Meetings</u> This task includes the following meetings and preparation of meeting agendas and meeting minutes.
 - 1. Project kick-off meeting-1 total
 - 2. Public Meeting-Open House Format-2 total
 - 3. Homeowner Field Meetings-2 total
 - 4. Meetings with Lake County staff for presentation of deliverables 3 total
 - 5. Coordination meetings-SMC/Local Flooding Coordination- 1 each
- H. <u>Quality Assurance/Quality Control</u> This task includes the formal review and checking of major milestone deliverable submittals to Lake County and other entities deemed appropriate by Lake County.

ATTACHMENT A ENGINEERING SERVICES - LAKE COUNTY, NORTH LIBERTYVILLE ESTATES PROJECT 19023 SCOPE AND HOURS SPREADHSEET

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) PROJECT TOTAL FOR EVALUATION PURPOSES (Add Lines 4 through 8)	F - PROJECT MANAGEMENT TASKS Project setup Scheduling and staffing Invoice creation and review General coordination and contract administration Project Management Tasks Sub-Total G - MEETINGS Project kick-off meeting Public Meeting-Open House Format (2 total) Homeowner Field Meetings (2 Total) Meeting Tasks Sub-Total H - QA/QC QA/QC Review QA/QC Documentation	2 2 2 8 14 3 12 6 8 29	\$348 \$348 \$1,392 \$ 2,436 \$522 \$2,088 \$1,044 \$1,392 \$ 5,046	2 2 2 3 8 6 8 25	\$0 \$0 \$0 \$332 \$332 \$332 \$1,328 \$1,328 \$1,328 \$4,150	12	\$0 \$0 \$0 \$0 \$0 \$1,464 \$0 \$1,464	0 \$	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	0 0 0	\$ 472 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	0	\$0	0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	64 2 2 2 10 16 6 32 12 16 66 8 4			
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EMPLOYEE	RATES
Project Manager	\$174
Senior Water Resource Engineer	\$166
Design Engineer	\$122
Mechanical Engineer	\$140
GIS Engineer	\$118
Surveyor	\$150
QA/QC	\$224
GSG #1	\$150
GSG #2	\$125
GSG #3	\$0

12/18/2019

Appendix B-Schedule Lake County – North Libertyville Estates Drainage Improvements and Investigation

2020															1											
2021															1											
																			T		T		I			
	Task		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	NTP									+		+++		44	\bot				44		$oldsymbol{\perp}$	ш		++	₩	₩
1	Phase I Kick-off Meeting with the County	Ш		\perp				\perp	_	$\perp \perp \perp$		$\sqcup \sqcup$					Ш	Ш	++	44	4	ш	Щ	+	₩	++
	Public Meeting (GEC PM Attends)			\vdash	_	<u> </u>		-	_	+		$\sqcup \sqcup$			\perp				$+\!+$	₩	$+\!\!\!+\!\!\!\!+$	ш		++	$oldsymbol{\sqcup}$	₩
	Site Visits			Ш						$\perp \perp \perp$		\Box		\perp	\bot			Ш	44	44	$oldsymbol{\perp}$	ш	Ш	+	₩	$\bot \bot$
	Data Collection-As-Builts/Levee Inspection history/Stream Gauge Data			\bot				\perp											$\bot \bot$	ш	ш	ш		$\bot \bot$	$oldsymbol{oldsymbol{\perp}}$	$\bot \bot$
	Meet with Lake County operations and maintenance staff			\bot				\perp											$\bot \bot$	ш	ш	ш		$\bot \bot$	$oldsymbol{oldsymbol{\perp}}$	$\bot \bot$
1a	Survey of western area experiencing ponding and of drainage structures																		$\bot \bot$	ш	$oldsymbol{oldsymbol{oldsymbol{\sqcup}}}$	ш		$\bot \bot$	ш	$\bot \bot$
2	Preliminary Analysis																		Ш	Ш	Ш	ш		$\bot \bot$	ш	$\perp \perp$
	Precipitation/gauge flow and time analysis																		$\bot \bot$	$oldsymbol{oldsymbol{\sqcup}}$	Ш	ш		$\bot \bot$	ш	
	Levee level of protection analysis																			Ш		ш				
	Alternatives development for west area ponding issue																			Ш		ш				
	Assess existing pump station for flood protection and potential flood proofing																									
	Complete Technical Memorandum of Preliminary Analysis-Submit to Lake County																									
	Review by Lake County																									
	Address comments from Lake County																									
	Review/Coordination with other local agencies involved (SMC/USACE)																									
	Discuss findings/next steps with homeowners																			П	\Box			T		П
3	Design and Development of Contract Documents-60%																			П	\Box					
	Preliminary Plan submittal to County																				\Box					
	Preliminary Plan review by County																			П	\Box			T		П
	Design and Development of Contract Documents-90%																				\Box					
	Pre-Final Plan submittal to County																				\Box					
	Prefinal Plan review by County																				\Box					
	Cost Estimate Development			Π																TT	\Box	ПП				
	Final Construction Cost Estimate and Complete Bid Documents for final review to County																			T	\Box	П				
	Letting Date			Π																TT	\Box	ПП				
4	GIS Development Tasks			TT										T					\Box	T	$\neg \neg$	П			П	\Box
	Inundation Mapping																			T	\Box	П				
	Submit GIS development tasks to County for review			\Box															\Box	\top	\Box	П				

Lake County Public Works wishes to install drainage improvements as soon as possible in 2020. Globetrotters will review alternatives, prepare preliminary and final plans, as well as prepare the necessary ACOE permitting, as soon as possible to remain on target, if not ahead of the schedule outlined above.