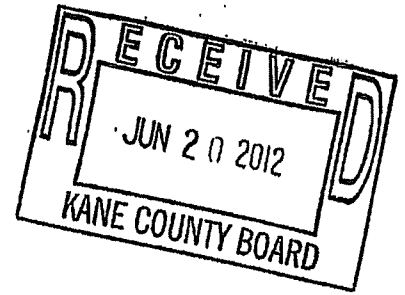


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract for Professional Services

Submitted by: Jodie Wollnik

Date Submitted: 6/20/12

Examined by: Joseph Lyles

(Print name)

(Signature)

(Date)

Post on Web:

Yes

No

Atty. Initials

JPL

Comments:

Approved Res 12-154 @ June County Board

Chairman signed:

Yes

No

6/28/12
(Date)

Document returned to:

Jodie Wollnik - Water Resources

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 154

**SOUTH PARK COST-SHARE DRAINAGE PROJECT
CONTRACT FOR FINAL ENGINEERING
AURORA TOWNSHIP**

WHEREAS, the Water Resources Division administers the Cost-Share Drainage Program for the older residential subdivisions in Kane County that are experiencing drainage problems; and

WHEREAS, the South Park Subdivision was allocated funding for computer modeling and final design of drainage improvements in the 2009 Community Development Block Grant (CDBG) Program year to be funded jointly by the County under the Cost-Share Drainage Program; and

WHEREAS, a Request for Qualifications was sent to qualified professional firms that are capable of providing professional civil engineering services and twelve (12) firms responded; and

WHEREAS, there are sufficient Cost-Share Drainage Project funds budgeted in the Water Resource Division FY 2012 Budget for the funding of the professional civil engineering work proposed; and

WHEREAS, Engineering Enterprises, Inc of Sugar Grove, Illinois has experience and professional expertise in this area, is qualified to provide the required services, and is willing to perform the required services in accordance with the project schedule for an amount not to exceed Fifty Two Thousand Dollars and zero cents (\$52,000.00); and

WHEREAS, it has been determined that it is in the County's best interest to enter into an agreement with Engineering Enterprises, Inc. for professional civil engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement (a copy of which is on file with the Kane County Clerk) with Engineering Enterprises, Inc. for professional civil engineering services for the South Park CDBG/Cost-Share Drainage Project.

BE IT FURTHER RESOLVED that the sum of Thirty Thousand Dollars (\$30,000.00) shall be paid from the Community Development Block Grant (CDBG) Program and the remainder of Twenty Two Thousand Dollars (\$22,000.00) shall be expended from line item 405.690.715.50140.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
405.690.715.50140	Engineering Drainage	Yes	Yes	n/a

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Professional Engineering and Land Surveyor Services

This agreement is entered into this 12th day of June, 2012, and will be effective as of the date of final execution of this contract, between the COUNTY OF KANE with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the "*County*"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Engineering Enterprises Incorporated with an office in Sugar Grove, IL (the "*Consultant*"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to provide Professional Engineering and Survey services for the South Park Storm Sewer project in Aurora Township, IL.

§ 2. Scope of services

The services to be provided by the Consultant (the "*Work*"), are modeling of the proposed South Park storm sewer into the Ashland Avenue Storm Sewer, survey and 75% design plans for the improvements. See attached Revised Project Approach document – **Exhibit 1**.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, until the Work is completed.

- (a) The Work will be completed no later than 11/30/2012.

§ 4. Relationship of parties

The Consultant will serve as the County's professional engineer in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

- (a) The County will pay the Consultant an amount not to exceed \$ 52,000.00 for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 2**. The County will pay each such invoice within 45 days of its receipt.

§ 6. **Terms and conditions**

- (a) The Director of the Kane County Water Resources Division (The “*Director*”), or his written designee, shall act as the County’s representative (the “*Client*”) with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
-
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth above. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 2**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 7. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 8. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 9. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

§ 10. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- | | |
|----------------------------|---|
| (a) Workers Compensation | Shall be in accordance with the provisions of the laws of the State of Illinois |
| (b) General Liability | \$2,000,000 combined single limit (or equivalent); |
| (c) Automobile Liability | \$1,000,000 combined single limit (or equivalent); |
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Professional Liability | \$1,000,000 per claim. |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above, which names the County as an additional insured on all policies except Workmen's Compensation and Professional Liability, and provides that the

County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 11. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 12. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 13. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* fax, or sent by first class mail, postage prepaid to the Kane County Water Resources Division, attention Paul Schuch, Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134, (Fax No. 630/208-3837).

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 14. Miscellaneous

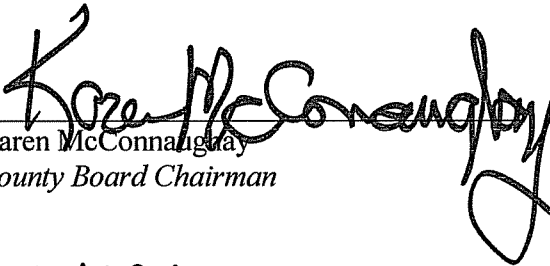
- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other

than the parties hereto.

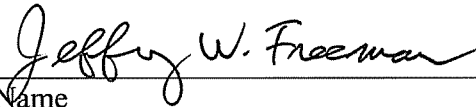
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
 - (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.
-
- (h) If any action is filed under or relating to this agreement, the non-prevailing party (as determined by the Court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.

The County of Kane

Engineering Enterprises Incorporated



Karen McConaughy
County Board Chairman



Name
Title VICE PRESIDENT

6/28/12
Date

6/13/12
Date

EXHIBIT 1
(Scope of Services)

See attached Scope



II. Revised Project Approach

1. **Project Name:** Project #1, South Park Drainage Improvements, Aurora Township, Final Engineering and Bid Documents
2. **Type of Work Required:** Engineering and Surveying
3. **Revised Project Approach:** Engineering Enterprises, Inc. (EEI) staff met with Jodie Wollnik of Kane County on April 17, 2012 to discuss an alternate storm sewer route option that would coordinate with the project proposed by the City of Aurora. This alternate route will provide drainage from the South Park depressions to the north and west along Parker Avenue, instead of along the previously considered Melrose Avenue route, to a connection point downstream of the hydraulic impact of the Mastodon and Little Doe Lake floodplain. This may also involve the possibility of disconnecting the floodplain of Little Doe Lake from Mastodon Lake. If this can be accomplished, this will allow the depressions to be drained without hydraulically connecting the Mastodon Lake floodplain to the depressions. It would also provide a storm sewer routing that will be less expensive to construct. The alternate route would involve coordination and cooperation with the proposed City of Aurora improvements and may involve construction of a portion of the City improvements as part of the Kane County project (Phase I) with the remaining City improvements to follow in accordance with their timelines (Phase II). The key to a successful long term project will be developing a plan that achieves both parties' objectives after both the Phase I short term and the Phase II long term. The following is a detailed description of our project approach for evaluating the alternate storm sewer route in both Phase I and Phase II conditions.

Stormwater Modeling

The first stage of the proposed project will be to revise the stormwater modeling to analyze the alternate storm sewer routing performance for Phase I and Phase II. This will involve modifying the existing SWMM model that EEI created for the South Park project and then revised for the City of Aurora Mastodon Lake project. The existing model considers the entire length of the Ashland Avenue storm sewer and its tributary areas in the existing condition, as well as, the South Park depressions and their tributary area. The current model also contains analysis of the proposed Aurora improvements and the previous alignment of the Kane County proposed storm sewer.

We will create a new proposed condition model that will analyze the South Park depressions with the alternative outfall storm sewer routing to Parker Avenue. The model will also include components of the City of Aurora project, particularly the improved conveyance and outfall from Little Doe Lake into the Ashland storm sewer. This will be the phase I model. The Phase I model will locate the point of connection for the South Park storm sewer into the Ashland Avenue sewer so that the hydraulic connection to the floodplain is eliminated allowing drainage of the depressions. It should be noted, this may involve reconstruction of some of the existing sewer in the vicinity of the connection on Parker. The Phase I model will evaluate the required sizing of the proposed storm sewer to reduce the depth of ponding in the South Park depressions below the existing lowest openings for the adjacent residences. This may involve some grading as proposed in the current preliminary plan. The Phase I model will also look at downstream impacts to ensure that there are no negative impacts to the drainage



II. Revised Project Approach

and storm sewer capacity downstream of the connection point.

Next we will create a proposed Phase II SWMM model. This model will add the remainder of the proposed City of Aurora Mastodon Lake outfall improvements to the Phase I model. This model will be assessed for its ability to meet the City of Aurora project goals for the reduction of flooding in the Mastodon Lake watershed and its ability to maintain the improvements provided to South Park in the Phase I modeling. This also will confirm there are no downstream impacts in the Ashland storm sewer system. This modeling may involve some adjustments to the Phase I model to ensure the Phase II project works.

The SWMM model contains stormwater/floodplain storage components which are modeled as part of the overall hydrologic system. Therefore, the model will contain a record of changes in provided watershed storage at the various storage locations (i.e. Mastodon Lake, Little Doe Lake, South Park depressions). However, the scope of this project does not include an assessment of the changes in storage nor will it attempt to address any issues regarding compensatory storage requirements for the project.

At the completion of the modeling, EEI will request a meeting with Kane County and the City of Aurora to review the model results and recommendations before proceeding with the engineering design.

Land Surveying

We anticipate being able to complete the majority of the modeling phase of the project using the County two foot topography. However, it will be necessary to obtain some elevation information in the vicinity of Ashland and Union to verify the overflow elevation and routing between Mastodon Lake and Little Doe Lake for the modeling. Therefore, some amount of surveying will be required at the start of the project.

Once the modeling, alternative route, and scope of Phase I improvements are confirmed by Kane County and the City of Aurora, EEI will proceed to obtain the topographic survey information for the project design. Since our goal is provide 75 percent complete engineering plans we recommend proceeding with final design level surveying rather than preliminary information that would only allow completion of preliminary plans. Therefore, we proposed to obtain final design level survey information which will provide location and elevation information for existing utilities and location information for driveway, culverts, trees, mailboxes and any other items in the right-of-way that might create a conflict with construction of the storm sewer. This would provide the level of information necessary to complete the 75 percent final engineering design.

Engineering Design and Construction Documents

Once the stormwater modeling is finalized, the storm sewer sizing and routing confirmed and the surveying complete, we will begin the final engineering design phase of the project. The engineering plans will include the design of the South Park outfall storm sewer to its connection with the Ashland Avenue storm sewer including any modifications necessary to the grading in the depression areas. In addition, the plans will include



II. Revised Project Approach

any of the City of Aurora Phase I improvements identified in the modeling as necessary to make the project work.

The final engineering plans will include Plan and Profile Sheets for the storm sewer that identify all conflicts with existing utilities and address the conflicts in the design of the sewer with appropriate notes and callouts on the plans. The plan set will also include the required summary of quantities and construction notes and details to allow for bidding and construction of the improvements.

However, the scope of this proposal will provide 75 percent complete engineering plans to the County. First, we will provide a 50% complete set of engineering plans to the County for review. This plan set will contain the design survey information, the storm sewer outfall route location and preliminary plan and profile sheets. Following review by the County, the engineering plans will be brought to a 75 percent complete level which will complete the scope of this proposal. This plan set will include more detailed plan and profile sheets including identification of utility conflicts, preliminary structure callouts, preliminary grading, identification of removal and replacement items, construction notes and details, and a preliminary summary of quantities.

EEI will provide recommendations for soil boring locations. Soil borings will be located as necessary to ascertain sub surface conditions that may require special constructions procedures or methods to address, such as excessive water or unsuitable material issues.

Again, as stated in the modeling section of this approach the engineering plans will not address compensatory storage considerations.

Additional Services

The additional services described below are not included in the scope of this proposal but would be required to prepare the engineering plans and construction documents for bidding. These items would be provided to the County under a future agreement.

Final Engineering Plans including plan and profile sheets with complete construction callouts and notes, utility conflict resolution, final structure callouts, final grading, and identification and quantities for removal, replacement and restoration items, as well as, final construction notes and details.

The County should obtain the soil borings before completion of the final engineering so that challenges can be identified and addressed in the plans and special provisions as necessary. EEI could retain a sub-contractor for the soil borings if requested by the County.

In conjunction with development of the final engineering plans EEI will prepare bid documents based on the Kane County standards. The bid documents will include the required special provisions to provide for proper construction of the improvements. EEI will also prepare a bid sheet containing the project pay items, pay item



II. Revised Project Approach

units, and summary of quantities for all pay items to be used for contractor bidding. The Kane County Purchasing Department will provide the required front end documents for the project. In addition, EEI will assist the County in preparing the required Community Development Block Grant (CDBG) documents to be included in the bid package.

With completion of the final design engineering plans and bid documents, EEI will use the final summary of quantities to prepare a final engineer's estimate of probable construction cost for the County.

EEI will work with the County to identify permitting needs and assist the County staff in preparing the permit documents and providing the required supporting documentation and exhibits to the County for submittal of the permit applications to the appropriate authorities. We would anticipate that a permit would be required under the Kane County Stormwater Ordinance for the project which would include the need to identify and delineate if necessary any wetlands along the route or in the existing depressional areas. We do not believe wetlands are likely but if wetlands are identified they would have to be addressed in accordance with the Ordinance requirements.

ROW construction permits may also be required from the City of Aurora and Aurora Township for work in their jurisdictions. A permit may also be required from the Kane-DuPage Soil and Water Conservation District (KDSWCD) for sediment and erosion control (may be required by City of Aurora permit requirements).

In addition to these local permits, sign-offs or permits will likely be required from the Illinois Environmental Protection Agency (IEPA) for the Notice of Intent (NOI), IDNR and U.S. Fish and Wildlife Service (USFWS) for threatened and endangered species and Illinois Historic Preservation Agency (IHPA) for Historical Features.

EEI will determine the location and dimensions of any required easements and depict them on the engineering plans for the County. We understand that the County will develop the easement documents and obtain the easements. However, EEI would be available to assist in developing the legal descriptions, exhibits or other easement documentation upon request from the County.

EEI will be available for other necessary coordination meetings with County staff and/or other entities.

EXHIBIT 2

(Billing Rates)

See attached Billing Rates



**Engineering
Enterprises,
Inc.**

52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630 / 466-6700

FAX: 630 / 466-6701

www.eeiweb.com

STANDARD SCHEDULE OF CHARGES

January 1, 2011

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$171.00
Principal	E-3	\$167.00
Senior Project Manager	E-2	\$155.00
Project Manager	E-1	\$142.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$130.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$121.00
Project Engineer/Planner/Surveyor	P-4	\$111.00
Senior Engineer/Planner/Surveyor	P-3	\$102.00
Engineer/Planner/Surveyor	P-2	\$ 93.00
Associate Engineer/Planner/Surveyor	P-1	\$ 83.00
Senior Project Technician II	T-6	\$121.00
Senior Project Technician I	T-5	\$111.00
Project Technician	T-4	\$102.00
Senior Technician	T-3	\$ 93.00
Technician	T-2	\$ 83.00
Associate Technician	T-1	\$ 74.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$133.00
2 Man Field Crew with Standard Survey Equipment		\$207.00
1 Man Field Crew with RTS or GPS *		\$164.00
2 Man Field Crew with RTS or GPS *		\$238.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	

*RTS = Robotic Total Station / GPS = Global Positioning System