

## MARINA COMMITTEE MEETING

**DATE OF MEETING:** February 6, 2017 at 7:00 a.m. at County Building

**MEMBERS PRESENT:** Randy Perring – Chair, Terry Ferguson, Sue Whitted, David Newberg and Camille Redman. Also present Jacob & Greg Forrest along with Dee Dee Rentmeister, County Administrator.

**MEMBERS ABSENT:** None

### **SUMMARY OF DISCUSSION:**

- Kevin Meyers with Chastain & Associates was present to review a proposal to replacement the sewage treatment plant. Discussion on funding. Mr. Meyers indicated that they could not find any grants for the project. Could possibly seek local financing. The engineering services for the project will be \$23,150.00. After discussion, a motion was made by Ferguson, 2<sup>nd</sup> by Whitted to recommend to the full board to enter into a contract with Chastain & Associates for engineering services for the sewage treatment plant replacement at a cost of \$23,150.00. Voice vote, motion carried.
- Motion by Redman, 2<sup>nd</sup> by Newberg to approve December's minutes. Voice vote, motion carried.
- Bills/claims will be sent to the finance committee.
- Action was already taken on refloating the gas and service docks.
- Discussion on whether to proceed with repairing the south bearing/housing on bio disc at sewage treatment plan that has already been approved. Will wait on this repair until information from the plans for the new plant is received.
- Will discuss reseeding next month.
- Ferguson will talk with the highway department about the Clinton Lake Marina replacement sign.
- Ferguson will get with the highway department to discuss the drainage problem in the dry land storage area.
- Reviewed two bids to repair parking lot lights. Greg indicated that FAB would pay for half the labor associated with the repair and the cost of the bulbs. One bid was to replace bulbs with LED bulbs. Committee asked Greg to obtain quotes to replace/repair all lights and bring back next month.
- The security gate on dock 4 needs to be widened. Will correct. Greg also informed the committee that Michelle Hardin from the Attorney General's office would be out today to check on the corrections to the ADA violations. Greg also stated that when they removed the hallway door that created a heating problem in the old restrooms and utility room.
- Greg informed the committee that there is a very small leak again in the office area.
- Updates on the tree trimming and the waiting list.
- Motion by Newberg, 2<sup>nd</sup> by Ferguson to adjourn at 7:55 a.m. Voice vote, motion carried.

### **COMMITTEE ACTION:**

Recommend to the full board to enter into a contract with Chastain & Associates for engineering services for the sewage treatment plant replacement at a cost of \$23,150.00.  
Approve December's minutes.

### **RECOMMENDATIONS TO THE BOARD:** None

Recommend to the full board to enter into a contract with Chastain & Associates for engineering services for the sewage treatment plant replacement at a cost of \$23,150.00.

**DATE OF NEXT MEETING:** March 6, 2017 at 7:00 a.m. at County Building

**AGENDA FOR THE  
MARINA COMMITTEE**

Date and Time of Meeting: February 6, 2017 at 7:00 a.m.

Location: County Building

1. Call Meeting to Order
2. Persons Wishing to Address the Committee, (If requesting action, also list below in section three).
3. Items for Discussion and Possible Action
  - a. Approve last month's minutes.
  - b. Approve bills.
  - c. Refloat gas dock & service dock or install a system to air up from above.
  - d. Repair south bearing/housing on bio disc at the sewage treatment plant, troubleshoot 6 pumps and sand filters at the sewage treatment plant.
  - e. Reseed dirt recently leveled from sidewalk/driveway construction project.
  - f. Repair Clinton Lake Marina sign on the west side of the DeWitt Road.
  - g. Dry land drainage problem.
  - h. Review bids from Yeagle Electric to repair parking lot lights.
  - i. Widen the dock 4 security gate.
  - j. Sewage treatment plant replacement
4. Closed Session
5. Items for Discussion Only (No Action Requested)
  - a. Repair update:
  - b. Slip Rental/Waiting List Update.
  - c. Financial Update.
6. Motion to adjourn.

Posted: February 1, 2017 at 10:30 a.m.

By: Dee Dee Rentmeister



January 31, 2017

DeWitt County Board  
201 W Washington St.  
Clinton, IL 31727

Attention: Randy Perring  
Marina Committee Chairman

Re: Proposal for Professional Engineering Services  
Sewage Treatment Plant Replacement

Dear Mr. Perring:

Thank you for the opportunity to provide the Marina Committee with this proposal for the professional engineering services required for the replacement of the sewage treatment plant located at the Clinton Lake Marina. Chastain & Associates LLC will lead a highly qualified team including Trotter and Associates, Inc. for design and demolition plans and Roger Windhorn for soil testing.

#### **Project Background**

The Clinton Lake Marina wastewater treatment facility was originally constructed with capacity to treat in excess of 20,000 gallons per day. The facility included flow equalization, primary treatment, rotating biological contactors (RBC's), secondary clarification, filters and disinfection. Solids produced at the facility were aerobically digested. The existing treatment facility has mechanically and structurally failed and has violated the NPDES permit.

Based on available flow data, the existing treatment facility treats roughly 1,500 gallons per day. During the boating season flows range from 1,500 to 5,500 gallons per day. In the off-season, flows are limited to the maintenance garage and apartment at the marina, which are estimated to be roughly 500 gallons per day.

DeWitt County is seeking a solution that addresses the current flows and loading. Recognizing that complete failure is imminent, several alternatives were presented in an October 5th, 2016 letter to address the treatment facility's immediate needs and provide treatment for 1,500 gpd average flow and 5,500 gpd peak flow. The County has selected installation of a septic system and leachate field to replace the existing wastewater treatment facility.

#### **Project Understanding**

The proposed improvements include demolition of the existing treatment facility and conversion of the equalization basin and aerobic digesters to alternate uses. The equalization basin will be converted to sedimentation basins and septic tank. The existing aerobic digesters will be converted to solids handling. The leachate field will generally require an area of 10,000 to 12,000 square feet with 1,000 feet of laterals. Given the size of the field required the estimate includes 1,000 feet of main from the existing plant site to the field.

Due to the reduction in design average flow and loading to be treated, the proposed septic system and leachate field will fall under the jurisdiction of the County's Health Department, rather than the Illinois EPA. Regulatory oversight will be transferred from State to County jurisdiction.

**Project Schedule – Assuming local funding is available**

Estimated Schedule for Design Phase Engineering Services assuming contract approval in February:

| Phase                    | Start Date    | Completion Date   |
|--------------------------|---------------|-------------------|
| Preliminary Design Phase | March 1, 2017 | April 1, 2017     |
| Final Design Phase       | April 1, 2017 | May 1, 2017       |
| Permitting               | May 1, 2017   | June 1, 2017      |
| Bidding                  | June 1, 2017  | July 1, 2017      |
| Construction Completion  | July 1, 2017  | September 1, 2017 |

**Scope of Services**

Our services will consist of customary civil engineering and related engineering services incidental thereto, described as follows:

**A. Preliminary Design Phase**

- a. Conduct work session with the design team and County personnel to review project scope and collect additional data.
- b. Coordinate soil investigation for verification of subsurface conditions.
- c. Perform field surveys and topographic surveys for design purposes.
- d. Prepare 50% Preliminary Design phase documents consisting of engineering calculations, preliminary drawings, and written descriptions of the septic system and leachate field.
  - i. Cover sheet
  - ii. General sheet
  - iii. Site demolition sheet
  - iv. Treatment plant demolition sheet
  - v. Process sheet for tank modifications Sheet
  - vi. Proposed site sheet
  - vii. Leachate field layout
  - viii. Detail sheet
- e. Hold a design review conference call to address review comments and concerns.

**B. Final Design Phase**

- a. Based on the approved Preliminary Design Phase, prepare final engineering plans and specifications for review and approval.
- b. Acquire permits through all pertinent jurisdictional agencies, including County Health Department.
- c. Make minor revisions to the plans to incorporate changes required by reviewing agencies.
- d. Deliver 100% final plans.

**Alternate Scope – Funding**

The Chastain Team has identified two funding options the County can pursue for construction of the proposed improvements; Illinois EPA low interest loan funds or an appropriation through state and federal elected officials. Both of these options will add significant time to the process and may delay construction until 2018.

**A. Pursue Illinois EPA Water Pollution Control Loan Program (WPCLP)**

The Illinois EPA offers low interest loan funding through the Water Pollution Control Loan Program. Loan terms include a 20-year repayment period and current interest rates at approximately 1.75%.

- a. Phase 1 – Project Plan Submittal
  - i. Conduct a project kick-off meeting with the CLIENT to verify scope, approach, budget and schedule.
  - ii. Compile the necessary data and prepare a Facilities Plan in accordance with 35 IL Adm. Code Section 365.520 and the Facilities Plan Submittal Checklist.
- b. Phase 2 – Loan Application & Administration
  - i. Assist the CLIENT in obtaining Facilities Plan approval from the Illinois EPA.
  - ii. Assist the CLIENT with completion of WPCLP Loan Application and Financial Application checklist in accordance with 35 IL Adm. Code Section 365.430.

**B. Pursue an appropriation through state and federal elected officials.**

- a. Conduct a project kick-off meeting with the CLIENT to verify scope, approach, elected officials and their staff, project budget and schedule of follow up meetings.
- b. Prepare a project summary (white paper) to be presented to the elected official.
- c. Contact and present project summary, scope, and costs to elected officials (by Chastain).
- d. Attend follow up meetings with elected officials and their staff (by Chastain).

Changes to the scope of services outlined in this proposal shall be authorized through execution of a Contract Addendum.

**Compensation**

All services performed on the Project will be invoiced to the County based on the attached hourly schedule of rates, plus Reimbursable Expenses and all Sub-Consultant's charges. The total compensation for base contract services will not exceed \$23,000 unless approved in writing by County based on the following summary of fees:

| <u>Summary of Work</u>   | <u>Chastain</u> | <u>Trotter</u> | <u>Soils</u> | <u>Totals</u> |
|--------------------------|-----------------|----------------|--------------|---------------|
| Preliminary Design Phase | \$3,400         | \$9,200        | \$1,000      | \$13,600      |
| Topographic Surveys      | \$3,025         |                |              | \$ 3,025      |
| Final Design Phase       | \$1,925         | \$4,600        |              | \$ 6,525      |
| Totals                   | \$8,350         | \$13,800       | \$1,000      | \$23,150      |

We have included an alternate scope of work to pursue IEPA low interest loans or work with State and Federal officials to secure funding for the following estimated additional fees:

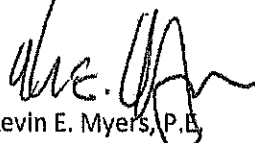
1. IEPA Water Pollution Control Loan Program (WPCLP) \$22,000
2. Pursue an appropriation through State/Federal elected officials \$ 8,000

Two copies of standard Short Form Agreement are attached for your approval.

Please contact me if you have any questions about the scope of work and associated fees identified for this project or need additional information.

Sincerely,

CHASTAIN & ASSOCIATES LLC



Kevin E. Myers, P.E.  
Managing Principal



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PROJECT DATA -**      **DATE OF AGREEMENT:**      **JOB NO.:**

**PROJECT NAME:**      Clinton Lake Marina Sewer Plant Replacement

**START DATE:**      03/01/2017      **ESTIMATED COMPLETION DATE:** 09/01/2017

**LOCATION:**      Clinton Lake Marina, DeWitt County, IL

**CLIENT:**      DeWitt County

**CLIENT CONTACT:**      Randy Perring

**BILLING ADDRESS:**      201 W Washington St., Clinton, IL 61727

**CLIENT PHONE #:**      217-935-7770

**SCOPE OF SERVICES-**      Prepare construction plans and permitting to replace existing waste waste treatment plant.

**FEE BASIS -**       **HOURLY - SCHEDULE OF RATES IN EFFECT DURING THE PROJECT (CURRENT RATES ARE ON PAGE 3 ATTACHED AND MADE A PART OF THIS AGREEMENT)**

**ESTIMATED AMOUNT:** Base Fee (no alternates) \$23,150

**WE WILL BILL ON A MONTHLY BASIS BY THE 10TH OF THE FOLLOWING MONTH. TERMS ARE NET DUE UPON PRESENTATION OF INVOICE.**

**CONDITIONS -**      **THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE REVERSED SIDE OF THIS PAGE AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.**

**ACCEPTANCE -**      **THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE OWNER OR DULY AUTHORIZED AGENT OF THE OWNER, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE PAYMENT TERMS AS SHOWN ABOVE.**

**DATE** \_\_\_\_\_ **OWNER** \_\_\_\_\_

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**CHASTAIN & ASSOCIATES LLC**

**BY** \_\_\_\_\_ **MEMBER**

**BY** \_\_\_\_\_ **MEMBER**

**DATE** \_\_\_\_\_ **BY** \_\_\_\_\_ **MEMBER**

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

#### AMENDMENTS

This agreement may be amended only in writing by both the Client and Consultant.

#### FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this agreement or 2) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates in effect plus reimbursable expenses. (See attached Schedule of Hourly Rates)

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

#### TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's Invoice. We bill for work done each month by the 10th of the following month.

#### LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within the time period specified, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach, which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold HLC harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

#### TERMINATION

This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

#### DELIVERABLES AND ELECTRONIC FILES

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

#### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

#### ESTIMATES OF COST

Since the Consultant has no control over the cost of labor, materials or equipment or over a Contractor(s) methods of determining prices, or over competitive bidding or marketing conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

#### INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### DISCLOSURE RESOLUTION

The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.





**2016 SCHEDULE OF RATES**

| <u>Classification</u>              | <u>Per Hour Rate Net</u> |   |          |
|------------------------------------|--------------------------|---|----------|
|                                    | RANGE                    |   |          |
|                                    | From                     |   | To       |
| <b>Engineers</b>                   |                          |   |          |
| Project Principal                  | \$201.00                 | - | \$204.00 |
| Senior Project Manager             | \$180.00                 | - | \$195.00 |
| Project Manager II                 | \$131.10                 | - | \$138.00 |
| Project Manager I                  | \$120.00                 | - | \$136.50 |
| Project Engineer II                | \$102.00                 | - | \$117.00 |
| Project Engineer I                 | \$87.00                  | - | \$97.50  |
| Engineer                           | \$71.10                  | - | \$83.10  |
| Engineering Intern                 | \$83.40                  | - | \$83.40  |
| <br>                               |                          |   |          |
| <b>Surveyors</b>                   |                          |   |          |
| Chief of Survey                    | \$156.00                 | - | \$156.00 |
| Surveyor II                        | \$96.00                  | - | \$96.00  |
| Surveyor I                         | \$66.00                  | - | \$84.60  |
| <br>                               |                          |   |          |
| <b>Technical</b>                   |                          |   |          |
| Senior Technician                  | \$141.90                 | - | \$141.90 |
| Tech. IV                           | \$114.00                 | - | \$123.00 |
| Technician III                     | \$102.00                 | - | \$106.50 |
| Technician II                      | \$84.60                  | - | \$93.00  |
| Technician I                       | \$42.00                  | - | \$75.00  |
| <br>                               |                          |   |          |
| <b>Office Services and Records</b> |                          |   |          |
| Administrative                     | \$39.00                  | - | \$83.40  |

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% for administration and office handling.

Separate charge for Global Positioning System (GPS) survey equipment will be \$42.50 per hour. The use of robotics survey equipment will be invoiced at \$30.00 per hour. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$2,000.00 per day.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 57.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.