

## AGREEMENT # 12113 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (hereafter sometimes "County") and AECOM Technical Services, Inc., (hereafter "Engineer").

### RECITALS

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

Project Name: Construction Related Services for Des Plaines River WRF Phase IIA Improvements Project (PW2010.054)

*As described in Attachment A (the "Project"); and*

WHEREAS, the Engineer is a professional provider of engineering services and desires to perform the services described in Attachment A pursuant to the terms and conditions of this Agreement.

**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 (the "Services.") Services shall be performed in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location.*

#### SECTION 3. DURATION AND DELAYS

The Services shall be completed within 425 days after execution of this Agreement.

Notwithstanding the foregoing, Engineer shall not be liable for delays in or failure to perform the Services caused directly or indirectly by circumstances beyond Engineer's control, including but not limited to acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of Lake County or third parties, site inaccessibility or inability of others to obtain material, labor, equipment, or transportation. Should any of the above occur, then the date for completion shall be extended for a period of time equal to such delay, provided that Engineer reports the delay to Lake County within a reasonable time of its discovery.

#### 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 results from Engineer's negligent acts in the performance of the Services. The foregoing indemnity shall apply except to the extent such injury, death or damage is caused by the willful, wanton or negligent conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder. Notwithstanding any other provision of this Agreement, (1) Engineer's liability under this Agreement for the performance of the Services shall be limited to the amount of Engineer's compensation under this Agreement; and (2) neither party shall be liable to the other party for consequential, incidental,

indirect, special and punitive damages, regardless of whether it is advised of the possibility of such damages.

### **SECTION 5. INSURANCE**

The Engineer must obtain, for the term of the Agreement 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:

- Workers' Compensation Insurance** covering all liability of the Engineer arising under the Workers' Compensation Act and Workers' Occupational Diseases Act at statutory limits.
- Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

<b>General Aggregate Limit</b>	<b>\$ 3,000,000</b>
<b>Each Occurrence Limit</b>	<b>\$ 1,000,000</b>

- Automobile Liability:**

<b>Bodily Injury, Property Damage (Each Occurrence Limit)</b>	<b>\$ 1,000,000</b>
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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 or 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 an amount on a time and materials basis not to exceed \$ 715,978.

### **SECTION 7. INVOICES & PAYMENT**

Invoices may be submitted for work performed on a monthly basis based upon the Services completed. Invoice(s) detailing the services provided shall be submitted as provided below. Payments shall be made within the time periods specified in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Engineer will address Invoices to:

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, IL 60048 - 1391  
Attn: Charles DeGrave, P.E.

County will make Payments to AECOM Technical Services, Inc. at address shown on invoice.

### **SECTION 8. STATEMENT OF OWNERSHIP**

The drawings, specifications and other documents prepared by the Engineer in the performance of the Services shall become the property of the County upon payment of the Engineer as provided herein, 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 Lake 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. For purposes of the foregoing sentence, "default" shall mean Engineer's breach of its obligations under this Agreement and Engineer's failure to cure the breach within 30 days after receipt of written notice thereof from the County.

#### **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 drawings, specifications, other documents prepared and other work performed by the Engineer in the performance of its obligations under Attachment A to this Agreement 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 with respect to such documents 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 Lake County promptly of any change in its status resulting from any of the following: (a) Engineer is acquired by another party; (b) Engineer becomes insolvent; (c) Engineer, by voluntary petition or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Code; (d) Engineer ceases to conduct its operations in the 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**

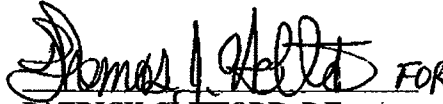
The Engineer shall provide deliverables as identified in Attachment A.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

\_\_\_\_\_  
Lake County Purchasing Agent  
Lake County  
Date \_\_\_\_\_

AECOM Technical Services, Inc.:

 FOR  
PATRICK CLIFFORD, P.E.  
District Manager  
AECOM Technical Services, Inc.  
Date 4/23/2012

Attest:

\_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**CONSTRUCTION RELATED SERVICES FOR**  
**DES PLAINES RIVER WRF PHASE IIA IMPROVEMENTS**  
**PART I**  
**AECOM RESPONSIBILITIES**

**A. PROJECT DESCRIPTION**

The project consists of construction related services (Services) described herein provided by AECOM (ENGINEER) for Lake County (OWNER).

The construction project is for improvements to the OWNER's Des Plaines River Water Reclamation Facility (WRF) as shown in the Phase IIA Improvements project bidding documents dated February 2012 prepared by ENGINEER.

The scope of Services is based on the following:

- Project as shown on the bidding documents prepared by ENGINEER.
- Project substantially completed 365 days after Contractor's contract times start to run and project complete and ready for final payment 395 days after Contractor's contract times start to run.
- Notice to Proceed issued to Contractor in May 2012.
- The following major project components:
  1. Refurbish Existing Battery A Tanks for Peak Flow Storage
    - a. Refurbish aeration tanks, digesters, and clarifiers to provide storage and settling of wet weather flows.
    - b. Influent and effluent channel modifications and miscellaneous structural repairs and improvements.
    - c. Water distribution system and water cannons to assist in draining and cleaning tanks following use.
    - d. Drain valve replacement.
    - e. Demolition of RAS Pump Station.
  2. Improvements in the Battery B Raw Wastewater Pumping Station
    - a. New flow meter on the 36-inch forcemain.
    - b. Remove one existing coarse screen and the two fine screens and associated compactors.
    - c. Two new mechanical fine screens and screenings washing and compacting equipment.
    - d. Electrical light, wiring, and conduit replacement.
    - e. Replace two raw wastewater pumps.
  3. Addition of One Clarifier and RAS pump to Battery B
    - a. New sixth final clarifier, same size and type as existing units.
    - b. New variable speed RAS pump in the existing RAS/WAS Building.
    - c. Influent, effluent, RAS, and scum piping for the new clarifier and piping required for new RAS pump.
  4. Miscellaneous Improvements
    - a. Replace the carbon media in the existing odor control unit for Building No. 20, Raw Wastewater Pumping Station.
    - b. Remove paint coating and clean all surfaces of the existing five Battery B final

- c. clarifier mechanisms (Structure No. 40). Provide new paint coating.
- c. Replace the air conditioning unit for the control room in Building No. 45, RAS/WAS Building, with a new unit.
- d. Replace the make-up air unit for Building No. 50, Filter Building, with a new unit.
- e. Replace the W2 water pump system in Building 90, Sludge Dewatering Building, with a new system. Replace belt press W3 water piping with larger piping.
- f. New plant access roads and walkways as required for access to and around new or modified facilities described above.
- g. Add electric control valves and air flow meters on each of nine air header pipes that provide air to the nine aeration tank passes in Battery B.
- h. Instrumentation and control system for new process equipment.
- i. Electrical system for the modified and new facilities.
- j. Site grading.
- k. Other miscellaneous improvements as shown on the drawings.

## **B. SCOPE OF SERVICES**

Services to be provided for the project are as follows:

### **1. Project Administration & Construction Observation**

- a. Project Initiation:
  - 1) Establish project files and develop an appropriate monitoring and reporting system.
  - 2) Assist the OWNER in assembling the contract documents for execution by the OWNER and the Contractor. Submit copies of the executed contract documents to the OWNER, ENGINEER, and the Contractor. (OWNER will furnish copies of contract documents for execution.)
  - 3) Assist OWNER in preparation of Notice of Award.
- b. Pre-Construction Conference:
  - 1) Develop pre-construction conference agenda.
  - 2) Identify and notify participants.
  - 3) Conduct meeting.
  - 4) Prepare minutes and provide follow-up to questions.
  - 5) Assist OWNER in issuing "Notice to Proceed".
- c. Construction Observation Services:
  - 1) Provide resident project representation during construction. Resident project representation shall consist of observation of the work by qualified person(s) to observe and record construction progress. Resident project representation shall include the following:
    - a) A resident project representative (RPR) will be provided during the construction period. Each day of the service will include 8 hours on-site.
    - b) RPR services are based on substantial and final completion times indicated previously in the Scope of Services. If these time periods are exceeded, or if the Contractor works overtime and the RPR is needed on site during overtime periods, additional RPR services can be provided for an additional fee.

- c) RPR services are based on OWNER providing full time inspector during the construction period. See PART II, OWNER'S RESPONSIBILITIES.
- d) Supervisor project coordination of construction observation services is provided. These services include job construction observation quality control and assistance in managing construction observation services.
- e) The following hours are included in this Scope of Services:
 

RPR	2240 hours
Supervisor Coordination	24 hours
Clerical assistance for RPR	112 hours

2) Construction observation services to be provided are as follows:

- a) Assist in reviewing Contractor's applications for payment by providing information to OWNER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- b) Provide input to Contractor questions relating to contract interpretation.
- c) Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with OWNER and ENGINEER concerning their acceptability.
- d) Monitor status of shop drawing submissions.
- e) Prepare Contractor Contract close-out documents, resolution of problems, and final Payment.
- f) Attend the pre-construction conference, Contractor's monthly progress meetings, weekly foreman's meetings, other job conferences as required in consultation with OWNER.
- g) Serve as ENGINEER'S liaison with OWNER and Contractor, and assist them in understanding the intent of the contract documents.
- h) Monitor receipt of submittals and samples, and notify OWNER and ENGINEER of their availability for examination.
- i) Direct visiting personnel representing the public or agencies having jurisdiction over the project to the OWNER'S representative who will be responsible for such visits.
- j) Transmit to Contractor and OWNER, ENGINEER'S clarifications and interpretations of the contract documents.
- k) Prepare necessary field modifications and change orders in accordance with instructions of the OWNER and ENGINEER. Prepare independent cost evaluations of work to be covered by the change order and conduct negotiations with the Contractor. Field modifications are conditions that require no adjustment in the contract cost or time of completion. Change orders require modification of cost and/or time of completion.
- l) Coordinate discussions at the periodic site meetings between Contractor and OWNER on any Contractor activity that may affect plant operation. Consider and evaluate Contractor's suggestions for modifications in the drawings or

specifications and report these with recommendations to OWNER and ENGINEER.

- m) Maintain at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued sub-sequent to the execution of the contract, ENGINEER'S clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- n) Record names, addresses, and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment.
- o) Furnish OWNER and ENGINEER with monthly reports of progress of the work and the Contractor's compliance with the approved progress schedule. Attend monthly progress meetings at the jobsite with OWNER and ENGINEER'S project manager to discuss progress of work. Keep OWNER and ENGINEER informed of any expected delays in progress schedule.
- p) Assist in obtaining from OWNER additional details or information, when required at the job site for proper and expedient execution of the work.
- q) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is generally proceeding in accordance with the contract documents and that completed work appears to conform to the contract documents. Take digital photos of work in progress. Submit photos to OWNER in digital format.
- r) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advise ENGINEER when RPR believes work should be corrected or rejected.
- s) Verify that all material and other tests, as well as equipment and system startups are conducted, and operating and maintenance instructions as required by contract documents are provided.
- t) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, and representatives or manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Prepare daily report.
- u) Consult with OWNER and ENGINEER in advance of scheduled major tests, inspections, or initiation of important phases of the work.
- v) Notwithstanding the Contractor's sole responsibility for job site safety, report immediately to OWNER and ENGINEER upon the occurrence of any accident.
- w) Before Certificate of Substantial Completion is issued, submit to OWNER a list of observed items requiring completion or correction by the Contractor.
- x) Conduct a final inspection in the company of ENGINEER, OWNER, OWNER'S Inspector, and Contractor, and prepare a final list of items to be completed or corrected.
- y) Provide Material testing (sampling, compaction testing, etc.) observation as required in contract documents.



d. SURVEY SERVICES:

- 1) Provide base lines and reference elevations to be used by the Contractor during the construction of the facilities. Property staking or land surveys are not included.

**2. Engineering Support**

a. Administration:

- 1) Provide Gary Greenway as project manager to coordinate services provided by ENGINEER's design discipline personnel.
- 2) Consult with OWNER regarding progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Contractor concerning their acceptability.
- 3) ENGINEER'S project manager will attend two monthly progress meetings at jobsite with OWNER and RPR to discuss progress of the work.

b. Shop Drawing/Submittal Review:

1) Administration and Management

- a) Establish project files with a separate file for each specification section which requires a submittal.
- b) Establish a shop drawing submittal log subdivided by specification section.
- c) Prepare a shop drawing routing (control) list for each submittal identifying design personnel that will be providing the technical review.
- d) Prepare a shop drawing transmittal form for the Contractor's use.
- e) Explain and discuss shop drawing processing procedure to Contractor at the pre-construction conference.
- f) Log and route each shop drawing as submitted.
- g) Review designer's technical review comments on each submittal.
- h) Prepare reviewed submittals for distribution to Contractor, OWNER, and RPR.
- i) Provide OWNER a weekly summary of submittal review status.

2) Perform designer technical reviews. The design disciplines (process, electrical, instrumentation, HVAC, plumbing, structural, architecture, and civil) will review shop drawings and provide the following services:

- a) Review for conformance with the intent of the contract documents. Review up to 165 shop drawing submittals.
- b) State the submittal's exceptions and deficiencies determined during the review process.
- c) Determine the status of the submittal. ("No Exceptions Taken", "Make Corrections Noted", "Rejected", or "Amend and Resubmit").

c. Designer Technical Input:

- 1) Answer design interpretation and clarification requests from the OWNER, Contractor, and RPR. All responses to be documented by either e-mail or memo to the RPR. Provide technical input into contract change orders and field modifications.

- 2) Conduct site visits by appropriate design discipline personnel at appropriate stages of construction to review the quality of the work and to determine, in general, whether the work conforms to the contract documents.

- a) This Scope of Services includes 12 person-days of site visits.

### 3. Start-Up and Operations Services:

- a. Receive equipment manufacturer's and vendor's operation and maintenance (O&M) data from the Contractor. Review up to 30 O&M data submittals for compliance with Contract Documents.

Three electronic copies and two paper copies of O&M data will be received from the Contractor for each item of equipment. Once the data are approved, one paper copy and one electronic copy will be mailed to the RPR, one electronic copy will be mailed to OWNER, and one paper and electronic copy will be retained by ENGINEER. At completion of the Scope Of Services, the OWNER will be given the ENGINEER'S and RPR's copies.

- b. Provide an operations specialist who will provide leadership in the start-up of the new facilities. The specialist will be an experienced wastewater treatment professional and will have at least 20 years of experience as a wastewater treatment plant operator. The specialist will be well versed and experienced in the unique challenges accompanying facility startup.

- 1) Vendor Instruction Services:

- a) Coordinate presentation and scheduling of vendor O&M training sessions and notify OWNER's operating personnel when sessions will occur.
- b) Attend vendor's training on-site for 3 days to assist OWNER's operating personnel with presentation of design aspects of equipment discussed.

- 2) General Training Sessions:

- a) Provide 3 days of on-site general training sessions to orient OWNER's operating personnel in the operation of facility.
- b) Provide five copies of training materials for each on-site training session.
- c) The training sessions will cover new wastewater treatment processes, process equipment, electrical power distribution, and HVAC systems.

- 3) On-Site Start-Up Assistance:

- a) Provide on-site assistance to assist OWNER's operating personnel with the start-up of facility and to observe some of the Contractor's System Demonstration Tests.
- b) The following time is included which includes travel time to site:

Start-Up Assistance	40 hours
Systems Demonstration Tests	24 hours

- 4) Telephone Assistance:

- a) Provide assistance by telephone to help OWNER address questions during start-up and operation.
- b) The number of hours provided will be based on OWNER request. For purposes of this Agreement, 16 hours are included:

#### 4. Paper Operations Manual:

- a. Prepare a "paper" Operations Manual for the facility. The new manual will be prepared by revising and updating the existing manual prepared in the 1990's by Rust Environment and Infrastructure. It will include new processes and equipment added as part of the Phase IIA Improvements design and processes and equipment added or revised through other projects since the 1990's design.

Processes and equipment added from the Phase IIA Improvements design include:

- Screens and screenings compactors
- Replacement of two raw wastewater pumps
- Raw wastewater flow meter
- Aeration tank air meters and air flow control valves
- Final clarifier No. 6 and one RAS pump
- Replacement of W2 water system in Sludge Dewatering Building
- Excess Flow Basins

Processes and equipment added or revised through other projects since the 1990's design include:

- Belt thickeners and related facilities added in Aerobic Digester Building
- W3 pump system revisions
- Sodium hypochlorite system revisions
- Belt press, belt press feed pump, and polymer pump addition
- Raw wastewater mag meter replacement
- Aeration blower addition from current project
- VFD replacement for raw wastewater pumps
- VFD replacement for RAS pumps

The manual will address the major processes involved in operation of the facility and will focus on:

- 1) Functional Description of Process and Equipment
  - 2) Start-up procedures
  - 3) Normal operation procedures
  - 4) Alternate operation procedures
  - 5) Troubleshooting
  - 6) Controls
  - 7) Alarms and Emergency Procedures
- b. Information on existing equipment and facilities will be collected from the existing manual, plans and specifications from other projects, discussions with plant staff, and site visits. This Scope of Services includes 50 hours for site visits to collect and verify information.

The manual will include information collected from vendors, designers, and engineers. Graphics will include overall process flow and component layout diagrams. The manual will include figures, tables, graphs, and photographs of all major equipment

- 1) Provide three copies of a draft manual to OWNER for review.
- 2) Attend one on-site meeting with OWNER to review draft manual and obtain OWNER comments.

- 3) Provide three copies of final manual incorporating OWNER comments and CD containing text files in Microsoft Word.

**5. Electronic Operations Manual:**

- a. Prepare a computerized, electronic Operations Manual for the facility based on the paper manual.
  - 1) Manual will be produced using a browser-based format.
  - 2) Electronic format will include capabilities for convenient editing and future updates to include new control parameters, equipment additions, or for inclusion of modified operating procedures.
  - 3) Manual will be able to be updated on-line and have the capability to link graphic images and other HTML files.
  - 4) Provide electronic copy of final manual to Owner.
  - 5) Attend one on-site meeting to demonstrate use of manual to OWNER.
  - 6) Manual will include electronic links to: equipment supplier's websites, record drawings, project specifications, design memo, discharge permit, training videos, and manufacturer's O&M data submittals for existing equipment and new equipment from the Phase IIA Improvements project. To provide electronic format for OWNER'S existing training videos, up to 30 existing VHS training videotapes will be converted to digital format. To provide electronic format for existing paper O&M data up to 28 manuals at 200 pages each will be scanned in black and white and pdf files created. Color scanning can be provided at an additional cost. The OWNER will furnish the existing VHS training videos and paper O&M data. It is assumed the new O&M data submittals will be received from Contractor in electronic format for inclusion in the electronic O&M manual.

**6. Brochure:**

- a. Provide 6-page (maximum) color brochure describing plant.
  - 1) Prepare draft of brochure for OWNER review.
  - 2) Attend up to two meetings with OWNER to review brochure drafts.
  - 3) Print 250 copies of final brochure and provide to OWNER.

**7. Record Drawings:**

- a. Receive "as-built" markup drawings prepared by Contractor. The as-built markup drawings submitted to ENGINEER shall be in accordance with the Contract Documents.
- b. Prepare record drawings based on Contractor's as-built markup drawings. Field verification is not included.
- c. Provide two sets of 11x17 draft prints of record drawings to OWNER for review. Incorporate OWNER comments into record drawings.
- d. Provide OWNER with one set of 11 x 17 paper prints and one set of 22 X 34 paper prints of final record drawings.
- e. Provide OWNER electronic copy of final record drawings in PDF format on CD disc.

## **8. Additional Project Administration & Construction Observation Services**

- a. OWNER may request use of the AECOM RPR for project administration and construction observation services on other Lake County construction projects. Request shall be made to AECOM project manager in writing.
- b. The following hours are included in the agreement price for additional Project Administration & Construction Observation Services for other projects:  

RPR	240 hours
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- c. If the OWNER does not use the AECOM RPR for project administration and construction observation services on other Lake County construction projects, the OWNER will not be charged for these hours.

## **PART II**

### **OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the Services of the ENGINEER:

#### **A. OWNER'S PROJECT MANAGER (PM)**

Provide OWNER's PM for the Project, who shall have the authority to transmit instructions, receive information, interpret and define OWNER's policies, and make decisions with respect to ENGINEER's services under this Agreement. The services to be provided by the OWNER's PM are as follows:

1. Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. Attend and participate in a preconstruction conference.
3. Submit change orders prepared by ENGINEER to OWNER for approval.
4. Attend and participate in Contractor conducted weekly and monthly progress meetings to discuss construction progress and areas of concern.
5. Attend and participate in monthly progress meetings with RPR and ENGINEER's project manager.
6. Review and process applications for payment submitted by the Contractor for compliance with the established procedure for their submission, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
7. Prepare and submit to Contractor a list of items requiring completion or correction before issuing a Certificate of Substantial Completion. Issue Certificate of Substantial Completion.

#### **B. OWNER'S INSPECTOR**

1. OWNER will provide a full time inspector during the construction period.
2. Inspector will work under the direction of the RPR.

#### **C. OTHER OWNER RESPONSIBILITIES**

1. Provide such legal, accounting and insurance services as may be required for the Project.

2. Require that the Contractor performing the Work in connection with the Project hold harmless, indemnify, and defend the OWNER and ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damages arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the Work described in the construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, ENGINEER, their consultants or their officers, agents and employees.
3. Before commencement of the Work, require that the Contractor submit written evidence that he has obtained the specified insurance coverage for the entire Project which is the subject of the construction contract. Such insurance shall include the OWNER and ENGINEER as additional named insureds. Provide copy of written evidence to ENGINEER.
4. Record vendor's training sessions if the OWNER wants a recording.
5. Provide copies of Contract Documents required by Contractor during construction and as required for execution of Contract Documents.
6. Provide 2 copies of the contract document drawings (11" x 17"), one full size copy of the contract document drawings, and 2 copies of the contract document specifications for RPR's use.

### **PART III COMPENSATION, BILLING AND PAYMENT**

#### **A. COMPENSATION**

Compensation for the services set forth in Part I are as shown in the Agreement. A breakdown of engineering hours and costs is included in Attachment B.

#### **B. INVOICE**

The invoice will include identification of staff that charged to the project by name of individual and hours charged. The invoice will also include a summary of charges by the major scope items shown in Part I of the Scope of Services so that project charges versus budget can be compared.

#### **C. ADDITIONAL SERVICES**

Compensation for additional services will be negotiated between the OWNER and ENGINEER on an individual task basis.

**ATTACHMENT B**  
**Estimate of Engineering Hours and Costs**  
**Construction Related Services for Des Plaines Phase IIA Improvements**  
**Lake County Department of Public Works**  
**April 20, 2012**

Scope No.	Charge Out Rate	Labor													Expenses			Total				
		PM	RPR	RPR	RPR	Proc	Struc	Arch	Elec	I&C	Civil	Mech	Survey	O&M	CADD	Admin	Printing/	Travel	Misc/	Hours	\$	
		\$179	\$141	\$154	\$137	\$113	\$159	\$133	\$174	\$201	\$102	\$73	\$137	\$93	\$60							
<b>1. PROJECT ADMIN &amp; CONSTRUCTION OBSERVATION</b>																						
1a	Project Initiation	40																				
1b	Prepare for Preconstruction Conference	4	16												2							
1b	Attend Precon Conf. Followup. & Mtg Minutes	16	24																			
1c	Resident Project Representation	2240	24												112							
1d	Survey Base Lines & Reference Elevations	4										32										
<b>2. ENGINEERING SUPPORT</b>																						
2a1)	Project Manager	180																				
2a2)	Review Schedules	8																				
2a3)	Attend progress meetings	16																				
2b & 2c	Shop Drawings and Technical Input	83			140	155	50	128	160	52	52				83							
2d2)	Designer Site Visits	16			32	8	8	8	8	8	8											
<b>3. STARTUP AND OPERATIONS SERVICES</b>																						
3a	Vendor O&M Material Review	23											60									
3b1)	Vendor Instruction Services Training	8											36									
3b2)	General Training Sessions	8											54									
3b3)	Start-Up Assistance												40									
3b3)	Systems Demonstration Assistance												24									
3b4)	Telephone Assistance												16									
<b>4. PAPER OPERATIONS MANUAL</b>																						
4	Operations Manual Preparation (paper version)	16			16								400	80	32							
4b	Site Visits to Collect Information	10											50									
4b2)	Operations Manual Meetings with Client	8											8									
<b>5. ELECTRONIC OPERATIONS MANUAL</b>																						
5	Operations Manual Preparation (electronic version)	8											92									
5a5)	Operations Manual Meetings with Client	8											8									
<b>6. BROCHURE</b>																						
6a1)	Brochure Draft	16			4								8									
6a2)	Brochure Review Meetings With Client	16											4									
6a3)	Brochure Final and Printing	4											2	2								
<b>7. RECORD DRAWINGS</b>																						
7b	Prepare Draft Record Drawings	16																				
7c	Draft Prints and Incorporate Owner Comments	8											50									
7d	Final Prints	1											25									
7e	Prepare electronic record drawings												2									
<b>8. RPR SERVICES FOR OTHER PROJECTS</b>																						
8	RPR Services on Other Lake County Projects		240																			
<b>TOTAL</b>		468	2660	24	192	163	58	136	168	60	60	32	788	173	278	8,327	4,229	4,535	5,160	715,978		