

**AGREEMENT #11193 FOR DESIGN ENGINEERING AND BIDDING SERVICES FOR
LCPWD'S 2011 WATERMAIN REPLACEMENT PROJECT
For Lake County**

This AGREEMENT is entered into by and between Lake County (hereafter "County") and Rezek, Henry, Meisenheimer, and Gende, Inc., 975 Campus Drive, Mundelein, Illinois 60060 hereafter ("Engineer").

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Professional Engineering Design and Bidding services for Lake County Public Works Department 2012 Watermain Replacement Project; and

WHEREAS, the Engineer is a professional provider of Engineering Design services; and

NOW, THEREFORE, the 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 professional design engineering and bidding services as described in Attachment "A".

SECTION 3. DURATION

This work shall be completed within 120 days after execution of this Agreement or within the schedule as approved by Lake County Public Works.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of Engineer's negligent acts in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Engineer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker's Compensation Insurance** covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,000,000

- **Automobile Liability:**
Bodily Injury, Property Damage (Each Occurrence Limit) \$ 1,000,000

Engineer agrees that with respect to the above required Comprehensive Professional Liability and Automobile Liability insurance, Lake County and the County shall:

Be named as additional insured by endorsement as their interest may appear (not applicable to Professional Liability insurance);

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

County will pay to the Engineer the amount of \$91,046.00, including expenses.

SECTION 7. INVOICES & PAYMENT

Invoices may be submitted for work performed on a monthly basis based upon the percent of work completed in the amount not to exceed in Section 6. Submit invoice(s) detailing the services provided. Payments shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 8. STATEMENT OF OWNERSHIP

The drawings, specifications and other documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the County's consent, except for the Engineer's services related to this project. All such documents shall be the property of the County who may use them without Engineer's permission for any current or future Lake county Project; provided however, any use except for the specific purpose intended by this Agreement will be at the County's sole risk and without liability or legal exposure to the Engineer.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this contract, at the completion of any Phase or 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 the 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 fee's and expenses.

SECTION 10. SCHEDULE:

The Engineer shall submit for the County's approval a schedule for the performance of the Engineer's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Engineer or the County.

SECTION 11. OWNER'S REPRESENTATIVE:

The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

SECTION 13. 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 14. 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 15. WARRANTS

The Engineer represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 16. 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 17. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 18. 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 19. 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 20. 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 21. CHANGE IN STATUS

The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate Agreement with the engineer immediately on written notice based on any such change in status.

SECTION 21. DELIVERABLES

- 6 (six) copies of the preliminary design drawings for review and approval.
- 6 (six) copies of final design drawings and construction specifications including electronic copies to allow reproduction for bidding purposes.
- Final construction cost estimate of project.
- IEPA permit application.
- IDOT permit application and plan approval if applicable.
- SMC Application and plan approval.
- Village and Township applications and plan approvals.
- Pre-Construction Meeting agendas and notes.
- Bid analysis and recommendation.

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

Lake County:

REZEK, HENRY, MEISENHEIMER and GENDE, Inc.:

PETER E. KOLB, P.E.
Director
Lake County Public Works

WILLIAM R. RICKERT, P.E., DEE
President

Date _____

Date _____