

CONTRACTUAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
GEWALT HAMILTON ASSOCIATES, INC.
for
DCEO CONSTRUCTION ENGINEERING SERVICES
OAK SPRING LANE STORM SEWER BYPASS PROJECT
LIBERTYVILLE TOWNSHIP, ILLINOIS

THIS is an AGREEMENT for contractual services, effective this 2nd day of September 2022, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 West Winchester Road, Libertyville, Illinois 60048 (hereinafter called SMC) and GEWALT HAMILTON ASSOCIATES, INC., 625 Forest Edge Drive, Vernon Hills, IL 60061 (hereinafter called CONSULTANT).

PURPOSE

The SMC wishes to engage CONSULTANT to provide construction engineering services during implementation of the Oak Spring Lane Storm Sewer Bypass Project in Libertyville Township, Illinois. Illinois Department of Commerce and Economic Opportunity Grant #21-413010 is funding the Oak Spring Lane Storm Sewer Bypass Project. ATTACHMENT A is a map showing the project area.

SERVICES

CONSULTANT agrees to perform the SCOPE OF SERVICES for Phase III Engineering set forth in ATTACHMENT B to accomplish the SMC's objectives for this project.

COMPENSATION

1. CONSULTANT agrees to perform the SCOPE OF SERVICES and furnish the items included therein, for a fee not to exceed \$116,390.00.
2. SMC agrees to pay the CONSULTANT on a monthly basis with a total project cost **not to exceed** \$116,390.00, using the compensation schedule identified in ATTACHMENT C.
3. CONSULTANT shall furnish SMC with an itemized invoice on a monthly basis. Invoices shall show the actual staff hours and actual travel and other expenses that have occurred. The SMC shall pay invoices in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).
 - a. Invoices will be submitted to StormwaterAP@lakecountyil.gov.
 - b. Invoices need to identify CONSULTANT staff, staff rate, hours per task, and scope of services task(s) identified in ATTACHMENT B. Invoices need to identify subconsultant WBE/MBE utilization.
 - c. Invoices need to identify SMC Project Manager and SMC Project.

TERMS AND CONDITIONS

4. The Agreement for Professional Engineering Services shall be effective through June 5, 2023.
5. This Agreement shall constitute the entire agreement between the Parties and shall include the following documents, in order of precedence:
 - a. This Agreement,
 - b. The Proposal dated June 24th, 2022 Revised August 19, 2022, submitted by CONSULTANT for the Libertyville Township Road District – Oak Spring Lane Drainage Improvements Project Phase III Construction Services (ATTACHMENT B),

- c. The CONSULTANT'S pricing sheet (ATTACHMENT C), and
- d. The CONSULTANT'S general terms and conditions, as amended (ATTACHMENT B).

The Parties agree that this Agreement represents and incorporates the entire understanding, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party except as expressly set forth herein.

- 6. This Agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph 8. The CONSULTANT shall not reject any reasonable change proposed in the best interest of the project by SMC. This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
- 7. CONSULTANT will maintain INSURANCE coverage as required by Lake County Purchasing for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability identified in ATTACHMENT D. Certificates evidencing such coverage must be provided to SMC prior to undertaking any assigned work. Include project name and additional insured to the COI section: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. Additional insured to include Lake County Stormwater Management Commission and Libertyville Township. Inclusion of Private Property owners will be determined based on final access easements. Certificates of insurance will be submitted to StormwaterAP@lakecountyil.gov.
- 8. The SMC may make, by written Order and agreed to by the CONSULTANT, changes in the scope of the work assignment if such changes are within the general scope of the Agreement. If such changes cause an increase or decrease in CONSULTANT cost or the time required to complete the project, the parties hereto shall agree to an adjustment in the Agreement Amount, prior to issuance of the Change Order. Adjustment of the Agreement Amount shall be based on the change in CONSULTANT expense. CONSULTANT shall not be compensated for additional services rendered without an approved Change Order.
- 9. The SMC or CONSULTANT may at any time terminate this Agreement in whole or in part by written or verbal notice confirmed in writing. Upon notice of termination, the SMC will assume responsibility for services rendered to the point of termination. SMC will pay to the CONSULTANT any costs incurred prior to notification and any reimbursable expenses and reasonable costs relating to the termination. All services, property, publications, or materials provided during or resulting from the Agreement shall be the property of the SMC.
- 10. Consultant shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of the CONSULTANT'S profession.
- 11. CONSULTANT agrees to fully indemnify and hold SMC and the Libertyville Township, their employees, and agents harmless of, from, and against any and all claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against SMC or the Libertyville Township, their employees, and agents, arising from the negligent acts, errors or omissions of the CONSULTANT, its employees, and agents arising out of or connected with the performance of this Agreement.
- 12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on CONSULTANT and SMC.
- 13. This Agreement shall be governed by and construed according to the laws of the State of Illinois and under the jurisdiction of the 19th Judicial Circuit Court, Lake County, Illinois.

SCHEDULE AND DELIVERABLES

- 14. SMC will issue a Notice of Award letter to CONSULTANT with this contract.
- 15. SMC will issue a Notice to Proceed letter to CONSULTANT.
- 16. The project shall proceed as follows upon receipt of the SMC Notice to Proceed letter:
 - a. CONSULTANT shall provide construction engineering services for the duration of project implementation over 12 weeks.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

To the SMC: Lake County Stormwater Management Commission
500 West Winchester Road, Suite 200
Libertyville, IL 60048
ATTN: Susan Novak, Capital Improvement Program Manager,
snovak@lakecountyil.gov

To CONSULTANT: Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
ATTN: Mei Zhu, Director of Water Resources, Project Manager,
mzhu@gha-engineers.com

APPROVALS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION:**

**GEWALT HAMILTON ASSOCIATES,
INC.:**

Kurt Woolford, Executive Director

Todd Gordon, GHA, Chief Executive Officer

Date: _____

Date: _____

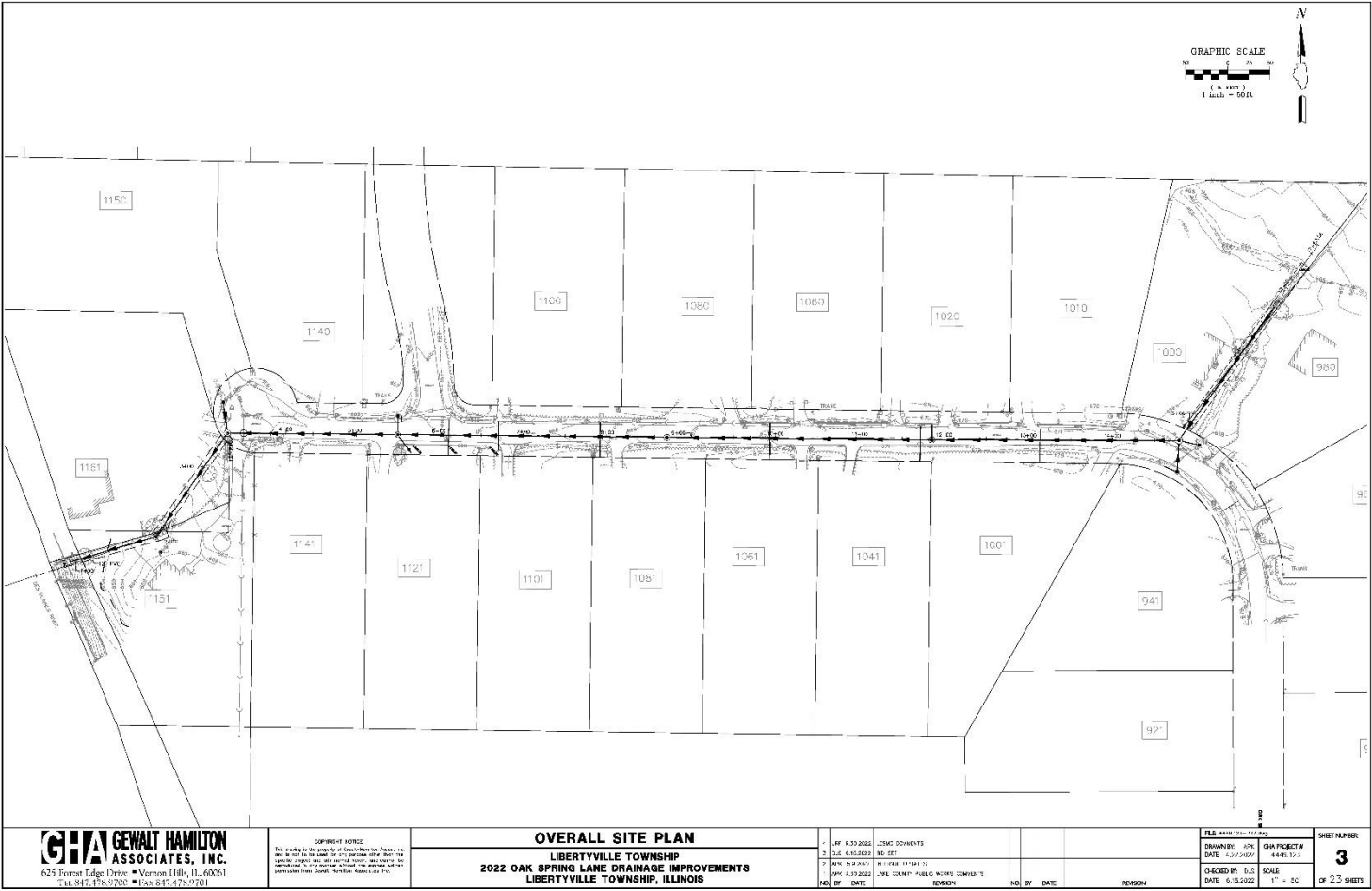
ATTEST:

ATTEST:

Date: _____

Date: _____

ATTACHMENT A: PROJECT AREA



ATTACHMENT B: SCOPE OF SERVICES

**Per June 24th, 2022 Revised August 19, 2022 Gewalt Hamilton Associates, Inc.; Proposal for
Libertyville Township Road District – Oak Spring Lane Drainage Improvements Project
Phase III Construction Services**

SCOPE OF SERVICES

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Date: June 24th, 2022
Revised August 19, 2022

To: Kurt Woolford, P.E., CFM, LEED AP, Executive Director
Ernesto Huaracha, Water Resources Professional
Lake County Stormwater Management Commission

From: Dan Strahan, Senior Engineer
Dave Marquardt, Director of Construction & Survey Services
Gewalt Hamilton Associates, Inc.

Subject: **Libertyville Township Road District – Oak Spring Lane Drainage Improvements Project
Phase III Construction Services**

The following are anticipated tasks and estimated fees associated with construction engineering for this project. Construction and Geotechnical Material Testing, Inc. (CGMT), a Certified DBE/WBE business, will be our subconsultant for quality assurance material testing services during construction.

Anticipated Project Schedule:

September 26, 2022 to December 16 (Approximately 12 weeks) to Substantial Completion, with final resurfacing completed in the spring of 2023.

It is our practice to adhere to construction industry standards and compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, GHA's Construction Engineering Services will be performed in accordance with the following tasks and as described below:

Phase 3: Construction/Contract Management (Lump Sum Cost = \$116,390)

- I. **Pre-Construction Meeting**
- II. **Inspections/Construction oversight**
 - a) **Survey and Construction Layout**
 - b) **Construction Engineering**
 - c) **DECI Services**
 - d) **Geotechnical and Material Testing Services**
- III. **Project Management/Closeout/Grant Documentation**

Phase 3 - Construction/Contract Management

I. Conduct pre-construction meeting

GHA will oversee a scheduled pre-construction meeting with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.

II. Inspections/Construction oversight

a) Survey and Construction Layout

GHA will visit the site to stake improvements as needed.

GHA will confirm the existing horizontal and vertical site control network on NAD83 (2011) Illinois East horizontal datum and NAVD88 vertical datum from local benchmarks that was established at the time of the existing conditions survey. The horizontal and vertical control will be offset to areas that will not be disturbed. Control will be maintained throughout the duration of the project as needed for the Contractor to provide layout for the proposed improvements.

b) Construction Engineering

GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection to help facilitate a timely project closeout.

GHA will perform daily traffic control inspections and respectively submit deficient remarks to the Contractor with appropriate corrections requested.

GHA will provide dedicated staff to maintain detailed construction documentation for this project. We will utilize our IDOT based documentation format to provide Daily Reports, Inspector's Daily Reports (IDR), Quantity Book to track daily quantities, Pay Estimates, Authorizations, and numerous other documents. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide, and provide the completed job box to the LCSMC upon project close out or we can archive in-house.

If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the LCSMC prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.

GHA will establish a formal Pay Estimate schedule, and ensure all parties are in accordance with the intervals. GHA will review associated documentation and prepare monthly pay requests for the LCSMC's review and provide the required documentation to recommend payment.

GHA will keep current as-builts as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction

c) DECI Services

GHA will provide Designated Erosion Control Inspection (DECI) services weekly and after 0.5" rain events, as necessary.

d) Geotechnical and Material Testing Services

GHA will contract and coordinate quality assurance testing with our subconsultant Construction & Geotechnical Material Testing, Inc. to administer the field and laboratory requirements regarding concrete, hot-mix asphalt, and stone quality testing. We will confirm and document that all the materials used on the site meet or exceed the quality requirements of the contract and IDOT issued Project Procedures Guide.

III. Project Management/Closeout/Grant Documentation

GHA will provide scope and schedule management tasks and as necessary, schedule and moderate project progress meetings with the LCSMC, Road District, and Contractor(s) and provide attendees with a summary in the form of Minutes for their records. Upon completion of the construction, GHA will complete a topographic of survey of the as-constructed conditions. GHA will submit the as-builts and calculations to the LCSMC to close out the permit.

GHA will schedule a final walk-through upon project completion with SMC and Road District representatives to generate a punch list of deficiencies.

GHA will coordinate contract closeout procedures with the Contractor, LCSMC, and Road District to ensure an expedient and productive closeout timeline.

The services noted above are based on the anticipated project duration of approximately 12 weeks.

Exclusions:

- Plats of Survey or Plats of Highway beyond those noted above;
- Permit fees and review fees;
- Additional meetings beyond those identified in the Scope of Services;
- Hydraulic studies or wetland delineations;
- Attendance at or preparation for public hearings beyond noted;
- Structural Engineering;
- Comprehensive ADA compliance review of the entire project area;
- Landscape design, site lighting;
- Gas, electric, telephone, or other private or public utility service management (e.g., sanitary sewer)

C: Mike Warner, GHA
Mei Zhu, GHA

~~ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.~~
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. ~~Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.~~

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. ~~GHA shall retain ownership rights over all original documents and instruments of service.~~ All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. ~~The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity.~~ The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. ~~Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations.~~ Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from ~~utility conflicts~~, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the ~~supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents.~~ The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. ~~If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.~~

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. ~~GHA's consideration of a component does not constitute acceptance of an assembled item.~~

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. ~~If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.~~

14. Disputes. ~~Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.~~

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. ~~Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.~~

15. Miscellaneous. ~~Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.~~

ATTACHMENT C: COMPENSATION SCHEDULE

Oak Spring Lane Flood Mitigation Project
Person Hour Estimate of Consultant Services
Gewalt Hamilton Associates, Inc.

	Total Hours	Fee
I. Phase III Construction Engineering - GHA		
Establish Control	8	\$ 1,230
Preconstruction Meeting	8	\$ 1,390
Project Management	36	\$ 7,240
RFI Response	20	\$ 3,580
Construction Observation RE (Full-Time)	540	\$ 78,740
SE/SC Inspections	36	\$ 5,250
Punch List & Final Inspections	18	\$ 2,740
Record Drawings	22	\$ 3,200
Project Closure	36	\$ 5,470
I. Category Subtotal	724	\$ 108,840
II. Geotechnical & Material Testing		
QA Material Testing	30	\$ 2,500
Geotechnical testing	8	\$ 500
III. Category Subtotal	38	\$ 3,000
Total Hours	762	\$ -
Total Labor	1524	\$ 111,840
Reimbursable Expenses		\$ 4,550
Total Labor + Reimbursables		\$ 116,390



GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:

2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 240.00
CIVIL ENGINEER VI	\$ 205.00
CIVIL ENGINEER V	\$ 201.00
CIVIL ENGINEER IV	\$ 199.00
CIVIL ENGINEER III	\$ 178.00
CIVIL ENGINEER II	\$ 167.00
CIVIL ENGINEER I	\$ 146.00
LAND SURVEYOR IV	\$ 171.00
LAND SURVEYOR III	\$ 147.00
LAND SURVEYOR II	\$ 143.00
LAND SURVEYOR I	\$ 134.00
GIS PROFESSIONAL III	\$ 178.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 145.00
ENVIRONMENTAL CONS. II	\$ 151.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 199.00
ENGINEERING TECHNICIAN IV	\$ 151.00
ENGINEERING TECHNICIAN III	\$ 138.00
ENGINEERING TECHNICIAN II	\$ 121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

ATTACHMENT D: Insurance Lake County Purchasing Requirements

Professional Services

All Contracts may be subjected to change

The Contractor 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 with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
 - b) Disease-Policy Limit \$1,000,000
 - c) Disease-Each Employee \$1,000,000
-

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

~~Professional Liability – Cyber Liability (if applicable)~~

~~Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

~~Technology Errors and Omissions (if applicable)~~

~~The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:~~

~~\$ 1,000,000 per occurrence limit~~

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements 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 thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: Ruth Anne Hall, Lake County Purchasing Agent

See Paragraph 7 of the
AGREEMENT.

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to~~
Purchasing@lakecountyil.gov ~~in place of hard copies.~~

~~Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.~~

Vehicles

All Contracts may be subjected to change

The Contractor 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 with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
-

- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements 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 thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. ~~Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:~~

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