

## **AGREEMENT #13113 FOR ENGINEERING SERVICES**

This AGREEMENT is entered into by and between Lake County (County) and Manhard Consulting, Ltd., 900 Woodlands Parkway, Vernon Hills, Illinois 60061 (hereafter "Engineer").

### **RECITALS**

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

PW#2011.001 Professional Surveying Services for Parcel List Verification, Document Assemblage, Mailing & Certification for SSA 16 – North Group Lake Michigan Water Extension as described in Attachment A; and

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

**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

#### **SECTION 3. DURATION**

The works shall be completed within 180 days after execution of this Agreement.

#### **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 may arise or which may be alleged to have arisen out of Engineer's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, their 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 Engineer 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 there from.
  - **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 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 of 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 the amount not to exceed \$ 134,000.00.

#### **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.

Engineer will address Invoices to:

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, IL 60048-1391  
Attn: Peter Kolb

County will make Payments to:

Manhard Consulting Ltd.  
900 Woodlands Parkway  
Vernon Hills, Illinois 60061

## **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.

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.

## **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 19<sup>th</sup> 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. WARRANTIES**

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 Engineer's infringement of any patent, copyright or trademark rights 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 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 this Agreement with the Engineer immediately on written notice based on any such change in status.

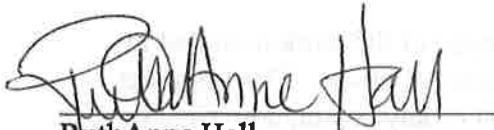
#### **SECTION 19. DELIVERABLES**

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.

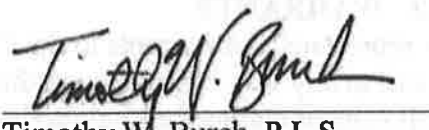
Lake County:

Manhard Consulting, Ltd.:



RuthAnne Hall  
Purchasing Agent  
County of Lake

Date: 5/1/13



Timothy W. Burch, P.L.S.  
Survey Manager  
Manhard Consulting Ltd.

Date: 3.14.13



Civil Engineering  
Surveying  
Water Resources Management  
Water & Wastewater Engineering  
Supply Chain Logistics  
Construction Management  
Environmental Sciences  
Landscape Architecture  
Land Planning

March 14, 2013

Mr. Peter Kolb  
Lake County Public Works Department  
650 Winchester Road  
Libertyville, IL 60048

**RE: PROPOSED SCOPE OF SURVEYING SERVICES  
LAKE COUNTY SSA #16 FOR NORTH GROUP WATER EXTENSION  
LAKE COUNTY, ILLINOIS**

Dear Peter:

We appreciate the opportunity to submit a proposal to provide surveying services to the Lake County Public Works Department (Client) in connection with the preparation of documents of the proposed Special Service Area Number 16 (SSA #16) in Lake County, Illinois, in accordance with the "SSA for North Group Water Extension to CLCJAWA System" exhibit prepared by the Lake County Public Works Department (LCPWD) dated February 5, 2013.

**Project Understanding.** The Lake County Public Works Department is currently planning a water main extension through Lake County to serve Grandwood Park, Lindenhurst, Lake Villa and Fox Lake Hills with Lake Michigan water through the Central Lake County Joint Action Water Agency (CLCJAWA). The goal is to create a Special Service Area (SSA) surrounding this area in an effort to establish tax levies to assist securing the necessary funding for construction and implementation of the proposed water main. Within this proposed area lie approximately 10,000 – 11,000 parcels in which owners / tax payers will become part of this SSA and be subject to these proposed levies.

The following scope of services addresses the assembly and preparation of the information necessary for the Proposing Ordinance and Notice of Public Hearing. Manhard Consulting, Ltd. (Manhard) offers to provide the following services on a Time and Material basis with a Not To Exceed fee of \$134,000.00 for Items I through III as detailed below:

**I. PARCEL LIST AND VERIFICATION**

- A. Preparation of a list of approximately 10,000 – 11,000 parcels contained within the project area including the parcel index number (PIN), owner/tax payer name and address. This list would be compiled based on the approved SSA boundary detailed above and information obtained from the Lake County Geographical Information System. This assumes that Manhard will be allowed direct access to the Lake County Geographical Information System (G.I.S.) data for parcel information. Parcel data utilized for this list will be determined through Lake County mapping records as of March 12, 2013.
- B. Parcel List Verification. This task would include the verification of the PIN list on a parcel by parcel basis. The PIN's would be compared to the Lake County Geographical Information System Maps to check the PIN and to check for the inclusion of all parcels within the proposed SSA boundary. This work would



include re-checking a small percentage of the parcels for quality control and quality assurance purposes; however, Manhard does not guarantee that the list will be error free.

- C. Parcel List Verification (Electronic). This task would include the preparation of a second list of parcels prior to the printing, assemblage and mailing of the documents. This list would be compared electronically to the list detailed above in an attempt to identify any parcel/owner changes that occur after March 12, 2013.

## **II. DOCUMENT ASSEMBLAGE, RETURNED MAIL AND CERTIFICATION**

- A. This task consists of assembling the master document to be mailed to each owner / tax payer within the SSA. The mailing package will be printed and assembled by others (see Section III) and will include:

- Notification of public hearing for the proposed SSA (Prepared by the LCPWD)
- Accurate Map of the proposed SSA Territory (Prepared by the LCPWD)
- Legal description of the proposed SSA
- Parcels (P.I.N.) designated within the SSA
- Owners names and addresses designated within the SSA (if required)

- B. This task would include an "Affidavit of Mailing of Notice" certificate upon completion of the mailing.

## **III. DIRECT COSTS (REIMBURSABLE)**

This task consists of the direct costs of printing, assembling and mailing the final documents to each owner / tax payer within the SSA. Costs included in this task are:

- Printing of documents for owner / tax payer package as listed in Section II
- Cost of paper and envelopes for package
- Assemblage of documents for mailing (stuffing envelopes)
- Postage for mailing the documents (bulk rate, no return service)

The fee listed above does not include any direct costs for mass production of the mailing document, paper, envelopes, assemblage of the mailing, and postage. These direct costs and fees (identified in item III) will be billed on a time and material basis with an estimate cost as follows:

Printing	\$12,000.00
Envelopes	2,500.00
Assembling	5,000.00
Postage	9,500.00

**TOTAL REIMBURSABLES (Budget)                      \$29,000.00**

We have also included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.



The terms of the attached "General Terms & Conditions" dated March 1, 2010, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2013 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. This Proposal will be null and void if not accepted by July 1, 2013.

Thank you again for the opportunity to submit this proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,  
MANHARD CONSULTING, LTD.

Peter Manhard, P.E.  
Executive Vice President

Timothy W. Burch, P.L.S.  
Survey Project Manager

TWB/

ACCEPTED: LAKE COUNTY PUBLIC WORKS DEPARTMENT

By:

(Authorized Representative)

(Printed Name)

Title:

Date:

