

AGREEMENT # _____ 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 Observation Services for Vernon Hills NCT Water Reclamation Facility Miscellaneous Improvements Project (PW2009.080)

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 335 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.

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 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 \$132,480.

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:

AECOM Technical Services, Inc.:

Lake County Purchasing Agent
Lake County
Date _____

PATRICK CLIFFORD, P.E.
Vice President
AECOM Technical Services, Inc.
Date _____

Attest:
