

AGREEMENT #17009 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Christopher B. Burke Engineering Ltd., 9575 West Higgins Road, Rosemont, IL 60018 (hereafter "Engineer").

RECITALS

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

PW#2010.042 East Main Pump Station Improvements 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 work shall be completed within 390 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 \$ 145,974.00.

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 Public Works
 650 West Winchester Road
 Libertyville, IL 60048-1391
 Attn: David Humbert

County will make Payments to:

Christopher B. Burke Engineering Ltd.
 9575 West Higgins Road, Rosemont
 Rosemont, IL 60018

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 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. 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:

Christopher B. Burke Engineering Ltd.

RuthAnne Hall

Purchasing Agent
Lake County Purchasing Division

Date: _____



Christopher B. Burke, PhD, PE, D.WRE,
Dist.M.ASCE
President

Date: 12/20/14



ATTACHMENT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 19, 2016

Lake County Public Works Department
650 West Winchester Road
Libertyville, IL 60048-1391

Attention: David Humbert
Principal Engineer

Subject: Proposal for Professional Engineering Services for
East Main Pump Station Improvements
Engineering Services During Construction Proposal

Dear Mr. Humbert:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Services During Construction for the **East Main Pump Station Improvements**. Included below is our Understanding of the Assignment, Scope of Services, and Engineering Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL is well qualified to provide Engineering Services During Construction for the East Main Pump Station Improvements project. Our Mechanical Engineering Department Staff members are experienced in electrical/mechanical as well as construction observation of all other trade work associated with the East Main project. Our preparation of the project design drawings and specifications provides us with valuable background, knowledge and understanding of the contract requirements.

Additionally, CBBEL is familiar with the County's approach for services during construction from our experience providing similar services for the recently completed RLSD Excess Flow Improvement Project. We anticipate that the County will have its own full time resident engineer on site throughout the construction and that CBBEL's services will be used to supplement the County's construction observation. We anticipate providing services to review the Contractor's submittals, office services listed in our proposed Scope that include responding to RFI's and reviewing Contractor's pay requests, and on-site construction observation expertise and support to the County RE; in particular, observation related to the specialized electrical and mechanical components of the project.

SCOPE OF SERVICES

CBBEL proposes construction observation services per the following tasks:

Task 1 – Meetings: CBBEL will attend:

- Pre-award meeting
- Preconstruction meeting
- Meetings with Lake County staff
- Contractor on-site progress meetings as needed to supplement Lake County's construction observation staff

Task 2 – Submittal Review: CBBEL will provide services to review information and data submitted by the Contractor. Services will include the following:

- Log and review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with review comments.
- Notify the County of deficiencies, deviations or substitutions. With the notification, provide the County with an opinion for acceptance or denial, and request direction from the County regarding deviation or substitution.
- Advise the County when disapprovals may be necessary due to submittals failure to conform to the Contract Documents.

Task 3 – Construction Observation Office Activities:

CBBEL will provide engineering office services to perform the following duties:

- Provide office support for interpretation of Contract Documents and provide clarification(s) related to the intent of the Contract Documents.
- Maintain office files of project correspondence, payment requests and change orders.
- Assist the County with engineering details related to Change Orders that may be required as the project progresses.
- Assist the County's construction observation staff with preparing a project punch list prior to completion and acceptance of the project.
- Review Contractor's completion of punch list items and the corrections have been made acceptably.
- Participate in the final walk through with the County.
- Make recommendations to the County concerning acceptance of the project.
- Upon the Contractor's completion of its contract duties, prepare recommendation for final payment and project approval.
- Assemble As-Built record drawings from record drawings to be provided by the Contractor and from CBBEL RE's field notes.

Task 4 – Construction Observation Field Activities:

CBBEL will provide part time Resident Engineering (RE) to support the County's full-time observer on site and CBBEL will perform the following duties:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.

- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Keep a daily report for days in which the RE is present on site, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.

We note that except upon written instructions from the County, the Resident Engineer or subconsultant inspector shall not authorize any deviation from the Contract Documents.

PROJECT SCHEDULE

Tasks 1 through 4 will be provided in conjunction with the award, the contract time allowance and Contractor's performance of the construction contract.

ENGINEERING FEE

CBBEL proposes to provide the proposed engineering services defined under the Scope of Services, for the amounts as indicated below.

<i>Professional Engineering Services During Construction</i>	
Task	Fee
Task 1 – Meetings	\$9,906.00
Task 2 – Submittal Review	\$45,384.00
Task 3 – Construction Observation - Office Services	\$40,854.00
Task 4 – Construction Observation – On Site Services	\$48,330.00
Direct Costs	\$1,500.00
Total	\$145,974.00

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Engineering services performed for tasks not included in the proposal and/or beyond customary engineering efforts shall be billed to you on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris B. Burke". The signature is written in a cursive, somewhat stylized font.

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

MEE/mee/pjb

Encl.: Schedule of Charges

N PROPOSALSADMIN\2016\LCPWD-EMPS ImprovementsEngineeringServicesDuringConstruction.121916.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

Lake County Department of Public Works
 East Main Pump Station Improvements - Engineering Services During Construction
 December 19, 2016

WORK EFFORT AND FEE STRUCTURE ESTIMATE
 2012 Rates

	Classification & Hours				Total Hours	% of Hours	Total Fee & Direct Costs	Total by Task
	Project Manager (Eng. V) \$173	Design Engineer (Eng III) \$125	Engineer Technician IV \$132	Admin \$88				
Task 1 - Meetings								
Pre Award Meeting	4				4	0.4%	\$692.00	
Pre Construction Meeting	4				4	0.4%	\$692.00	
Contractor Meetings	22		10		32	3.2%	\$5,126.00	
LC Meetings	12		10		22	2.2%	\$3,396.00	
Task Total					0	0.0%	\$0.00	
Task 2 - Submittal Reviews								\$9,906.00
Review Submittals	60	120	120	8	328	32.6%	\$45,384.00	
Task Total								\$45,384.00
Task 3 - Construction Observation - Office Activities								
Contractor Pay Requests	12		12		24	2.4%	\$3,660.00	
Punch Lists	8		6		16	1.6%	\$2,440.00	
Final Walk Through	4	4	4		12	1.2%	\$1,720.00	
Record Drawings	4	24	12		40	4.0%	\$5,276.00	
Respond to Contractor RFIs	48	52	52		152	15.1%	\$21,668.00	
Change Orders	14	4	24		42	4.2%	\$6,090.00	
Task Total					0	0.0%	\$0.00	\$40,854.00
Task 4 - Construction Observation - Field Activities								
On-Site Construction Observation	130	80	120		330	32.8%	\$48,330.00	
Task Total					0	0.0%	\$0.00	\$48,330.00
Hours Sub-Total	342	284	372	8	1006	100%		
% of Hours	34.0%	28.2%	37.0%	0.8%				
sub-Total Fee	\$59,166	\$35,500	\$49,104	\$704			\$144,474.00	
Sub-Consultant Direct Costs							\$0.00	
Direct Costs - Copies and Fed Ex							\$1,500.00	
Total Fee & Direct Cost							\$145,974.00	\$145,974.00