

## **AGREEMENT #12168 FOR ENGINEERING SERVICES**

This AGREEMENT is entered into by and between Lake County (County) and Quality Power Solutions, LLC, 5812 Manufacturers Dr, Madison WI 53704 (hereafter "Engineer").

### **RECITALS**

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

PW#2012.014 Arc Flash Survey 2012 as described in Attachment A; and

WHEREAS A Statement of Interest # 12046 for Professional Civil Engineering Services was published and sealed proposals were received on February 29, 2012.

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 dated June 19, 2102

#### **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 \$109,682.21.

**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:

Quality Power Solutions, LLC  
 5812 Manufacturers Dr,  
 Madison WI 53704

#### **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. 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 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 with the exception of Engineer subcontracting with Faith Technologies as detailed in attachment A."

**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.

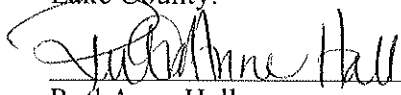
**SECTION 18. CHANGE IN STATUS**

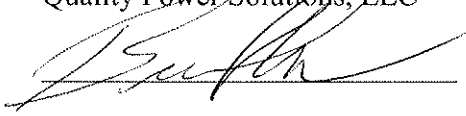
The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) 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:  
  
RuthAnne Hall  
Purchasing Agent

Quality Power Solutions, LLC  


Date: 8/28/12

Date: 8-17-12

**Attachment A**  
**Scope of Services**

Value Added NFPA 70E Risk Assessment Options for Lake County  
Letter of June 19, 2012 to Arthur Malm  
Lake County Public Works

June 19, 2012

Arthur Malm  
Lake County Department of Public Works  
650 W. Winchester Rd.  
Libertyville, IL. 60048

**Re: Value Added NFPA 70E Risk Assessment Options for Lake County**

Dear Arthur:

This scope represents our most comprehensive approach methods on NFPA 70E compliance and has been recognized by Regional OSHA audits as one of the most comprehensive reports in the industry today.

It is important to realize that these audits account for equally as much value in LOTO as they do in arc flash information and if you have confidence that the electrical systems in your plant are correct, all of the end results will have merit.

In this scope process, Faith Technologies and QPS will not assume any existing labeling is accurate as our base understanding and do our best to trace and confirm feeds within your locations. From there, we would create a truly unique and custom Auto-CAD drawing which the County would have a chance to review prior to our engineering phase. This core difference between what we suggest and the base engineering approach makes all the difference in documenting the correct "process" to take within current code requirements.

The bottom line in our methods is to create a truly verified and unique end product that your campus will gain ownership with. This NFPA topic is one that never truly ends and we consider NFPA safety audits a "process" more so than a project. Common engineering studies are more of a straight engineering project with data collected at that point in time.

**Primary Focus with NFPA 70E**

The main goal of these safety audits is to ensure that you as an employer have a solid program in place to address all aspects of daily risk for your staff. Those risks include both arc flash and shock hazard issues so if this type of package is chosen we will have spent quality time focused on the LOTO and engineering sides of the spectrum. The final prints we create speak volumes on what the end products will look like.

**Confidence in your selection of QPS/Faith Technologies**

We truly appreciate knowing you have confidence in our understanding of NFPA 70E and OSHA's expectations. This is one project where your chosen vendor really needs to understand how the code is meant to be used and how to support your entire Electrical Safety Program, and not just offer arc flash calculations and eventual labeling. We protect over 1,400 electricians daily and have trained with OSHA in their Education and Outreach programs since 2001.

We have a dedicated staff of true field electricians who work very well with your staff and our in house engineering staff is dedicated to electrical safety. To date we have done over 400 audits throughout the country and each of our customers share the same common goal which is to look beyond the initial code and create a truly successful program for their staff.

### **Key Requirements to a Successful NFPA 70E Electrical Audit:**

(QPS/Faith Technologies will meet the following requirements)

#### **Field Verification vs. Data Collection**

- Field verification of your electrical systems involves physical tracing of electrical circuits where required, and your vendor should be a licensed tradesmen capable of opening and closing electrical equipment on their own. Simple "Data Collection" of breaker, fuse or other information does not mean your end product was truly "Verified".

#### **Electrical Prints or "One-Lines"**

- True "Electrical Prints" of your system are those which are created by an AutoCAD technician PRIOR to any engineering aspect of your project.
- A good electrical print should account for more than the items you intend to formally calculate in the engineering study. If you do not ask to review a newly created print prior to any engineering study for arc flash, you may end up with a simple one-line print which is a product of the software programs used for generating arc flash values.
- These so called impedance diagrams are not detailed enough to support any LOTO program and OSHA will not recognize them for daily use by your staff simply because they will only show line side information on your systems plus your existing labeling was never truly verified during the audit.

### **NFPA 70E Full Scope Requirements for Lake County:**

- We shall provide technical field support with licensed electricians in verifying key electrical distribution items via circuit tracing where required on the incoming utility transformer feeds.
  - All reasonable attempts to ensure the accuracy of the plants systems will be made.
  - In areas that we cannot get access to during production, Lake County will be given a list of any assumptions made in over current protection information etc.
  - Some specific areas of your plants may be assigned to in house electrical/maintenance staff members to help us with field verifications based on access restraints or other factors but we expect that role to be minimal for them.
  - The main goal is to ensure Lake County has confidence in the accuracy of the existing labeling within a facility which in turn supports correct LOTO practices.
- All field staff visiting Lake County property shall consist of licensed professionals capable of opening and closing electrical equipment without support from Lake County staff.