

**CONTRACTUAL SERVICES AGREEMENT**  
**between**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and**  
**ENGINEERING RESOURCE ASSOCIATES, INC.**  
**for**  
**DCEO TECHNICAL SUPPORT SERVICES**  
**LAKE COUNTY, ILLINOIS**

THIS is an AGREEMENT for contractual services, effective this 1st day of January 2025, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 West Winchester Road, Libertyville, Illinois 60048 (hereinafter called SMC) and ENGINEERING RESOURCE ASSOCIATES, INC., 3S701 West Avenue, Suite 150 Warrenville, IL 60555 (hereinafter called CONSULTANT).

**PURPOSE**

The SMC wishes to engage CONSULTANT to complete supplemental engineering services under the general direction of SMC for DCEO project technical coordination and management services for engineering, design, permitting and construction management services as relates to multi-jurisdictional regional floodplain enhancements and multi-jurisdictional storm sewer enhancements in Lake County, Illinois. ATTACHMENT A is a map showing the project area. Work performed under this contract will support SMC staff with implementation of SMC and local sponsor DCEO projects.

**SERVICES**

CONSULTANT agrees to perform the SCOPE OF SERVICES for supplemental engineering services 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 \$100,000.00.
2. SMC agrees to pay the CONSULTANT on a monthly basis with a total project cost not to exceed \$100,000.00, 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](mailto: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 December 31, 2025.
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 CONSULTANT Scope of Services (ATTACHMENT B),
  - c. The CONSULTANT'S pricing sheet dated April 1, 2024 (ATTACHMENT C), and
- 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. Inclusion of Private Property owners will be determined based on design direction and access easements. Certificates of insurance will be submitted to [StormwaterAP@lakecountyl.gov](mailto:StormwaterAP@lakecountyl.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, 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, 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. The provisions of this paragraph shall survive the termination or expiration 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 19<sup>th</sup> Judicial Circuit Court, Lake County, Illinois.

## **SCHEDULE AND DELIVERABLES**

14. The project shall proceed as follows upon receipt of the SMC Notice to Proceed letter for work tasks to be completed under this agreement.

**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: Ernesto Huaracha, [ehuaracha@lakecountyil.gov](mailto:ehuaracha@lakecountyil.gov)

**To CONSULTANT:** Engineering Resource Associates, Inc.  
3S701 West Avenue, Suite 150  
Warrenville, IL 60555  
ATTN: Erin Pande, [epande@eraconsultants.com](mailto:epande@eraconsultants.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:**

**ENGINEERING RESOURCE  
ASSOCIATES, INC.:**

\_\_\_\_\_  
Kurt Woolford, Executive Director

\_\_\_\_\_  
Marty Michalisko, Project Manager /  
Principal

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

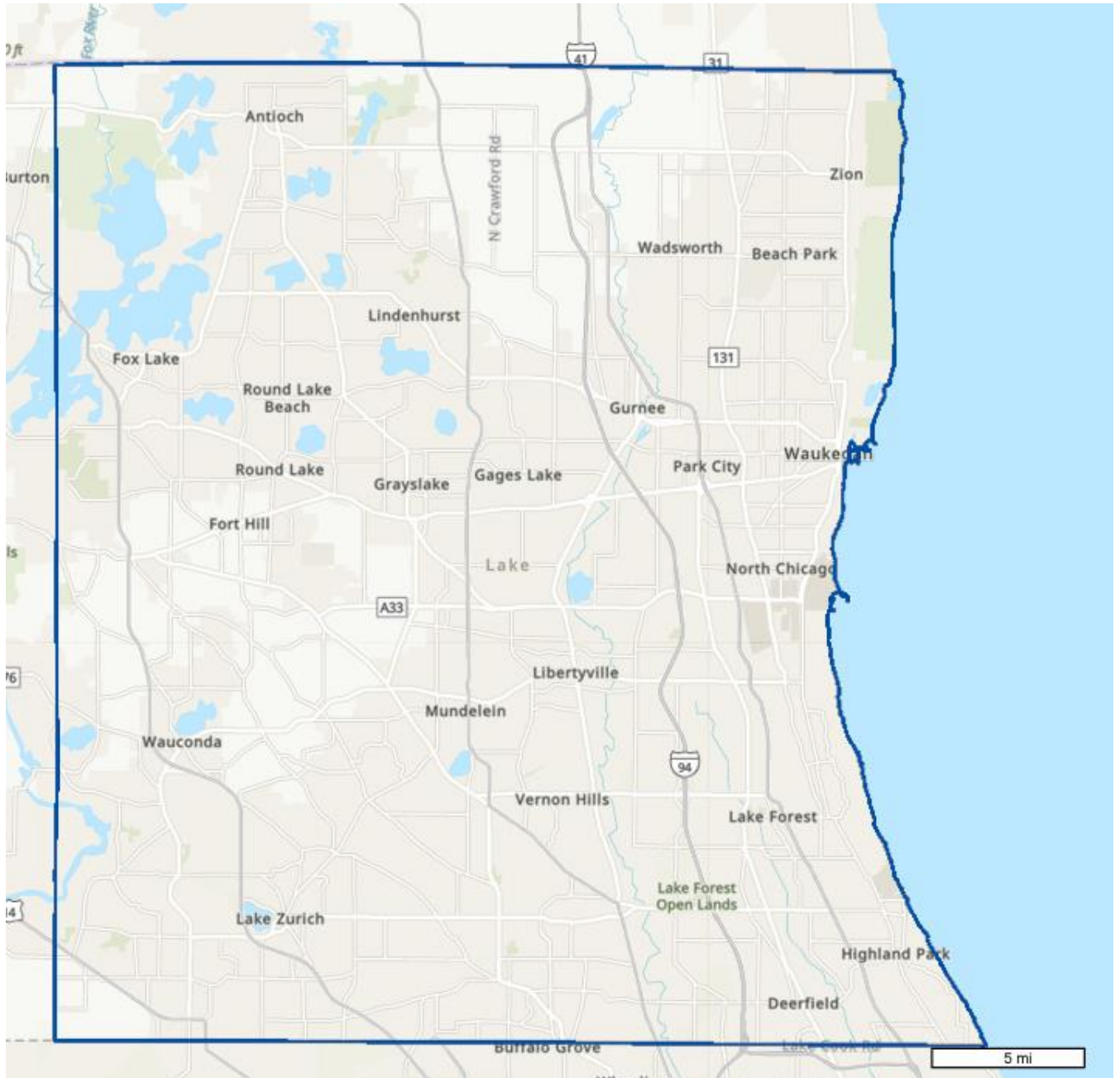
\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**ATTACHMENT A: PROJECT AREA**



## **ATTACHMENT B: SCOPE OF SERVICES**

Complete supplemental engineering services under the general direction of SMC for DCEO project technical coordination and management services for engineering, design, permitting and construction management services as relates to multi-jurisdictional regional floodplain enhancements and multi-jurisdictional storm sewer enhancements in Lake County, Illinois.

The scope of work of services includes:

- 1) Technical Review of DCEO funded and unfunded projects:
  - a. Project designs and specification,
  - b. Project cost estimates,
  - c. Project utility coordination, permits and permitting process,
  - d. Project Hydrologic & Hydraulic modeling,
  - e. Project geotechnical services,
  - f. Project Certified wetland specialist (CWS) services, and
  - g. Project environmental reviews

**ATTACHMENT C: COMPENSATION SCHEDULE**

Engineering Resource Associates, Inc.  
 2024-2025 Avg Charges for Professional Services  
 April 1, 2024 through March 31, 2025

Staff Category	Effective Date	Hourly Avg Billing Rate
Professional Engineer VI	4/1/24	243.00
Professional Engineer V	4/1/24	214.00
Professional Engineer IV	4/1/24	195.00
Professional Engineer III	4/1/24	168.00
Professional Engineer II	4/1/24	151.00
Professional Engineer I	4/1/24	124.00
Structural Engineer IV	4/1/24	217.00
Structural Engineer III	4/1/24	200.00
Staff Engineer III	4/1/24	134.00
Staff Engineer II	4/1/24	107.00
Staff Engineer I	4/1/24	104.00
Engineering Technician VI	4/1/24	155.00
Engineering Technician V	4/1/24	137.00
Engineering Technician IV	4/1/24	114.00
Engineering Technician III	4/1/24	100.00
Engineering Technician II	4/1/24	79.00
Engineering Technician I	4/1/24	59.00
Engineering Intern III	4/1/24	80.00
Engineering Intern II	4/1/24	60.00
Engineering Intern I	4/1/24	51.00
Ecological Services Director	4/1/24	177.00
Environmental Specialist IV	4/1/24	177.00
Environmental Specialist II	4/1/24	107.00
Environmental Specialist I	4/1/24	91.00
Professional Surveyor II	4/1/24	182.00
Professional Surveyor I	4/1/24	155.00
Surveyor IV	4/1/24	140.00
Surveyor III	4/1/24	123.00
Surveyor II	4/1/24	91.00
Administrative Director	4/1/24	163.00
Administrative Staff IV	4/1/24	130.00
Administrative Staff III	4/1/24	104.00
Administrative Staff II	4/1/24	85.00
Administrative Staff I	4/1/24	66.00

**ATTACHMENT D: Insurance Lake County Purchasing Requirement**



## 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
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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 60095  
Attn: Ruth Anne Hall, Lake County Purchasing Agent~~

See paragraph 7  
above.

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto: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.~~

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## 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:

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- Liability assumed under an Insured Contract/ Contractual Liability
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\$ 1,000,000 Each Occurrence

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\$ 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)

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#### Employers Liability

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

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Contractor agrees that with respect to the above required insurance:

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-

- 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.
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See paragraph 7  
above.

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

- e) ~~Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto: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.~~

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