

AGREEMENT # _____ FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Applied Technologies (hereafter "Engineer").

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Engineering services for
Portwine Parallel Forcemain PW 2006.061 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 seven hundred twenty 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 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 the amount not to exceed \$166,988

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:

Applied Technologies
 16815 West Wisconsin Avenue
 Brookfield, Wisconsin, 53005

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. 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.

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:

Applied Technologies:

Peter E. Kolb
Director of Public Works
Lake County

Frank Tiefert, PE
Vice President
Applied Technologies

Date: _____

Date: _____



Section 4 - Scope of Services

The proposed scope of services for this project includes Preliminary Design, Final Design, and Construction Related Services. The services to be provided include the following specific tasks:

Preliminary Design

1. Provide a project manager for design coordination and management of all project team members including subconsultants. A project work plan will be prepared and will include project team organization, agency and utility contacts, design standards, schedule, engineering budget, construction cost, and quality control procedures. The work plan will be updated on a monthly basis.
2. Attend a kickoff meeting with the Lake County Public Works Department (LCPWD). The meeting will include such items as: review of the recommendations from the Portwine Force Main Route Study, review of the scope of services and schedule for the project, review of the Client's objectives for the project, identification of key project personnel, and discussion of project issues. Obtain existing record drawings for any utilities and subdivisions along the proposed force main route that are in LCPWD's files.
3. Submit existing planning information to the IEPA, including the Portwine Force Main Route Study and other engineering studies as appropriate to obtain IEPA approval.
4. Contact IDOT, LCDOT, US Army Corps of Engineers, and the utility companies including electric, telephone, gas, and cable TV, to discuss the proposed force main route and obtain maps of their existing utilities in the project area. Contact area municipalities for record drawings of their facilities within the project area.
5. Contact J.U.L.I.E. to field locate underground utilities along the proposed force main route, including sewers, water mains, electric, telephone, gas, and cable TV. IDOT is not a member of J.U.L.I.E. and requires separate notification. In the event that J.U.L.I.E. does not perform the field survey, a private locator service can be employed. The cost for a private locator service is not included in this proposal.
6. Develop a base cadastral map of the project area showing lots, parcels, and right-of-ways utilizing Lake County parcel maps and boundary line maps.
7. Utilizing existing LCPWD data, establish benchmarks around the project area referenced to U.S.G.S. elevations for field surveying and future field staking and construction.
8. Field survey the existing underground utilities and other features as they are visually found along the proposed force main route and lift station including the following:
 - Sanitary sewers
 - Water mains
 - Electric





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- Telephone
 - Gas
 - Cable TV
 - Trees
 - Storm sewer or driveway culverts that cross existing roads
 - Property corners at road intersections to identify right-of-way
 - Existing land features that may impact construction (retaining walls, signs, etc.)
9. Review the lift station site and identify any recommended improvements.
 10. Prepare preliminary drawings showing the plan and profile of the force main as discussed at the project kickoff meeting.
 11. Prepare preliminary drawings of a valve vault at the lift station site, showing force main connections, valves, and pipeline cleaner launching station.
 12. Prepare an opinion of probable construction cost based on the preliminary design information.
 13. Prepare a draft basis of design report for the force main including the preliminary drawings, list of specification sections, opinion of probable construction cost, and schedule. Submit six copies to the LCPWD for review.
 14. Meet with the LCPWD to review the draft basis of design report and obtain comments.
 15. Prepare a final basis of design report, including revisions based on comments from the LCPWD. Submit six copies of the final report to the LCPWD.

Final Design

1. Using a Lake County SMC certified sub-consultant, prepare and implement a program to identify and resolve all wetland issues for the successful design, permitting, construction, and completion of this project. LCPWD will pay the costs for all SMC permit and inspection fees.
2. Assist the LCPWD in obtaining a geotechnical subsurface investigation including soil borings. Prepare a location drawing and solicit and review proposals from geotechnical firms for soil borings along the proposed force main. Locate the soil borings in the field and survey the final ground elevations. Review the final geotechnical subsurface investigation report. The LCPWD will contract directly with and pay all the costs for the geotechnical subsurface investigation.
3. Prepare legal descriptions, drawings and final documents for easements along the proposed project. It is assumed that fourteen easements will need to be obtained for the force main. The properties for which easements will be needed are owned by five different property owners. Easement acquisition will be conducted by the LCPWD. Any title report costs and costs for the easements will be paid for directly by the LCPWD.



4. Prepare 70% complete Contract Documents for the force main. The force main drawings shall be drawn at a horizontal scale of 1"=20' along with a profile at 1"= 4'. The documents will include appropriate attachments for wetland and geotechnical requirements. The General Conditions (Division 0) and General Requirements (Division 1) will be prepared by modifying an electronic copy of LCPWD standards. The design work is to be based on a single prime construction contract for the force main.
5. Prepare an opinion of probable construction cost for the force main at the 70% completion point.
6. Furnish six copies of the 70% Contract Documents and opinion of probable construction cost for review and approval by the LCPWD. Meet with the LCPWD to review the 70% Contract Documents and obtain comments.
7. Prepare and submit IEPA, IDOT, and other regulatory agency and municipal permit applications for LCPWD execution. The LCPWD will pay the costs for all permit and inspection fees.
8. Prepare final Contract Documents based on comments from the LCPWD and other agencies. Submit three hard copy sets of Contract Documents along with an electronic copy.

Bidding and Construction Related Services

The LCPWD will conduct construction inspection and construction administration activities, with limited assistance under this scope of services. The Bidding and Construction Related Services scope of services includes the following tasks:

1. Participate in a pre-bid meeting with the LCPWD and prospective bidders.
2. Answer questions during bidding and issue addenda as appropriate to interpret or clarify the Bidding Documents.
3. Participate in a pre-construction meeting with the LCPWD and the Contractor.
4. Provide field surveying services, which will include establishing the initial baseline and benchmark for the construction.
5. Review, comment upon, and return shop drawings and O&M manuals submitted by the Contractor.
6. Provide 25 hours of technical assistance to the LCPWD for responding to requests for clarifications and preparation of field orders and change orders.
7. Prepare a set of reproducible record drawings including significant changes made during construction. Record drawings shall be based upon the drawings in the Contract Documents, with modifications based upon marked-up prints, drawings, and other data furnished by the Contractor and the Client. Provide the Client with one copy of 24" by 36" record drawings and an electronic copy of the record drawings in AutoCAD or Microstation and Adobe pdf formats.