



REZEK, HENRY, MEISENHEIMER AND GENDE, INC.
Consulting Engineers

975 Campus Drive, Mundelein, IL 60060
Phone: 847/362-5959 Fax: 847/362-0864

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Phone: 847/742-5959 Fax: 847/742-0863



LETTER OF TRANSMITTAL

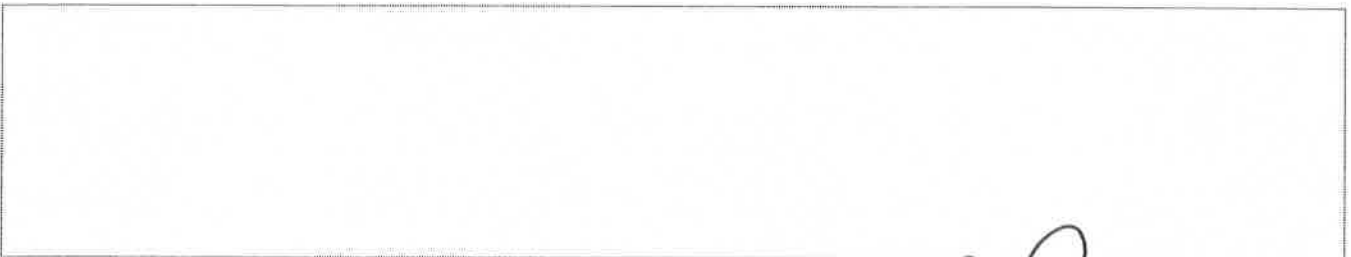
To:	Date: 10-8-12	Project No. 801-007
Lake County Public Works Department 650 Winchester Road Libertryville, IL 60048	Attention: Fred Treven Principal Engineer	
	Re: 2013 Watermain Replacement Project	

- WE ARE SENDING YOU:**
- Attached
 - Under Separate Cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Copy of Letter
 - Samples
 - Specifications
 - Change Order
 - Plans
 - _____

Copies	Date	No.	Description
1			Signed Original of Engineering Services Agreement

REASON FOR TRANSMITTAL CHECKED BELOW

- For Approval
- For Your Use
- As Requested
- Note Markings
- For Bids Due
- No Exceptions Taken
- Returned for Corrections
- For Review and Comment
-
- Resubmit ___ Copies for Approval
- Submit ___ Copies
- Return ___ Corrected Print
- Prints Returned After Loan to Us



cc: File

Signed:

William R. Rickert, P.E., BCEE

**AGREEMENT #12210 FOR DESIGN ENGINEERING AND BIDDING SERVICES FOR
LCPWD'S 2013 WATERMAIN REPLACEMENT PROJECT
For Lake County**

This AGREEMENT is entered into by and between Lake County (hereafter "County") and Rezek, Henry, Meisenheimer, and Gende, Inc., 975 Campus Drive, Mundelein, Illinois 60060 hereafter("Engineer").

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Professional Engineering Design and Bidding services for Lake County Public Works Department 2013 Watermain Replacement Project; 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 Design services; and

NOW, THEREFORE, County and the Engineer AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between the County and the Engineer are:

- A. This agreement and all terms and conditions within.
- B. Rezek, Henry, Meisenhelmer and Gende, Inc. proposal dated September 10, 2012 noted as Exhibit A

In the event of conflict between or among the above documents, the documents listed above are in the order of precedence.

SECTION 2. SCOPE OF SERVICES

The Engineer shall provide professional design engineering and bidding services as described in Attachment "A".

SECTION 3. DURATION

This work shall be completed within 120 days after execution of this Agreement or within the schedule as approved by Lake County Public Works.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify, save harmless and defend Lake County, its 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 work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its 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 Contractor 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 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
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Engineer agrees that with respect to the above required Comprehensive Professional Liability and Automobile Liability insurance, Lake County and the County shall:

- Be named as additional insured by endorsement as their interest may appear (not applicable to Professional Liability insurance);
- 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

County will pay to the Engineer the amount of **\$73,395.00** , including expenses.

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.

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.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this contract, at the completion of any Phase or 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 the 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 fee's and expenses.

SECTION 10. SCHEDULE:

The Engineer shall submit for the County's approval a schedule for the performance of the Engineer's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Engineer or the County.

SECTION 11. OWNER'S REPRESENTATIVE:

The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

SECTION 13. 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 14. 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 15. 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 infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 16. 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 17. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 18. 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 19. 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 20. 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 21. CHANGE IN STATUS

The Engineer shall notify the County promptly of any change in it's 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 it's operations in normal course of business. The County shall have the option to terminate Agreement with the engineer immediately on written notice based on any such change in status.

SECTION 21. DELIVERABLES

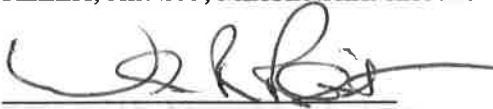
- 6 (six) copies of the preliminary design drawings for review and approval.
- 6 (six) copies of final design drawings and construction specifications including electronic copies to allow reproduction for bidding purposes.
- Final construction cost estimate of project.
- IEPA permit application.
- IDOT permit application and plan approval if applicable.
- SMC Application and plan approval.
- Village and Township applications and plan approvals.
- Pre-Construction Meeting agendas and notes.
- Bid analysis and recommendation .

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

REZEK, HENRY, MEISENHEIMER and GENDE, Inc.:

RuthAnne Hall
Purchasing Agent
Lake County Purchasing Division



WILLIAM R. RICKERT, P.E., DEE
President

Date _____

Date 10/3/12



Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

September 10, 2012

Mr. Fred Treven
Principal Engineer
Lake County Public Works Department
650 Winchester Road
Libertyville, IL 60048

Re: Proposal for Engineering Services
2013 Watermain Replacement Project

Dear Mr. Treven:

Pursuant to your request, we are pleased to submit this proposal for the design, bidding and construction phase services relative to the LCPWD's 2013 Watermain Replacement Project.

Background

The 2013 Watermain Replacement Project will include the following:

Wildwood

1. Approximately 885 feet of watermain replacement on Lone Rock Road between Battershall Road and Timber Lane.
2. Approximately 825 feet of watermain replacement on Prospect Drive from Lakeshore Drive north.
3. Approximately 1,740 feet of watermain replacement on Gages Lake Road between Greentree Road and Almond Road.

Countryside Manor

4. Approximately 2,117 feet of watermain replacement on Clover Lane from Redwood Lane to Redwood Lane.

It is also our understanding that Lake County will be applying for CDBG funding for portions of the 2013 Watermain Replacement Project within Wildwood .

Scope of Services

Our proposed scope of services for this assignment includes:

1. Preliminary Design Phase



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Principal Engineer
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- 1.1. **Project Initiation Meeting with LCPWD Staff** - This initial task will consist of a meeting of key RHMG team members and LCPWD staff to discuss project requirements, design criteria, and milestone dates for submittals and review meetings.
- 1.2. **Research and Data Collection** - This initial phase will involve the collection and review of all existing data pertinent to the project including:
 - Aerial photographs and topography
 - Right-of-way and easement maps
 - Subdivision plans
 - Utility location maps
 - FEMA maps
 - Soil survey maps
 - Wetland maps

Some of this data has already been collected and reviewed in conjunction with RHMG's previous efforts on previous watermain replacement projects for LCPWD.
- 1.3. **Prepare Base Drawings** - RHMG will prepare base maps for recommended improvements. These maps will be drawn at a scale of 1-inch = 30 feet or 1-inch = 40 feet and will show right-of-way and property lines, utility locations, and other relevant information obtained during the research and data collection task.
- 1.4. **Perform Topographic Surveys** - Under this task, a detailed field survey of the project corridors will be performed. All topographic features will be located in the field. The topographic features located will include (but not be limited to) driveways, trees, utility poles, sign posts, mail boxes, valve boxes, manholes, catch basins, and culverts. The survey will also include obtaining cross sections every 50 feet along the Gages Lake portion of the project, as required by LCDOT.
- 1.5. **Hardline Drawings per Existing Conditions** - In this task, the detailed topographic information obtained during the field investigations will be added to the CAD drawings of the base maps.
- 1.6. **Prepare Preliminary Drawings** - Preliminary drawings showing the proposed horizontal location of the watermains and service lines



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will be prepared. The drawings will be prepared at a scale of 1-inch = 30 feet or 1-inch = 40 feet.

- 1.7. **Preliminary Opinion of Probable Construction Cost** - A preliminary opinion of probable construction cost will be prepared based on the preliminary design layout of the watermain. This estimate will be based on historical cost data and will reflect the unique project conditions/constraints.
- 1.8. **Meet with LCPWD Staff** - The preliminary drawings will be reviewed with LCPWD staff. Comments from the LCPWD will be incorporated into the preliminary drawings before submitting them to other interested parties for review.
- 1.9. **Review with Other Interested Parties** - The preliminary drawings will be reviewed with the Warren Township Highway Commissioner, Libertyville Township Highway Commissioner, Lake County Stormwater Management Agency, and Homeowners Associations, if applicable. Comments from these parties will be incorporated into the final design as appropriate.

2. Final Design Phase

- 2.1. **Prepare Final Drawings (90% Complete)** - CAD drawings illustrating all details necessary for bidding and construction will be prepared using Microstation. These will include the plan sheets, as well as additional drawings necessary to illustrate valve vaults, hydrants, soil erosion and sediment control, road restoration and other appropriate details. Cross sections at every 50 feet will also be required to obtain LCDOT permit approval for the Gages Lake portion of the project.
- 2.2. **Prepare Contract Documents and Specifications (90% Complete)** - RHMG will prepare contract documents, bidding documents, and specifications for the proposed project, utilizing the Engineers Joint Contract Documents Committee (EJCDC) General Conditions. Required construction schedules will be identified. The construction contract will be set up on a unit price basis. All required bid items will be identified and their associated quantities estimated. Technical specifications will be written for pipe, valve vaults, and all associated materials and workmanship. LCPWD will provide the front end sections of the Contract Documents. The



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necessary provisions required for CDBG funding will be obtained from the County and included in the Contract Documents.

- 2.3. **Quantities and Final Cost Estimate** - A detailed takeoff will be prepared and incorporated into the bid form. Using these quantities, detailed construction and project cost estimates will be prepared. The construction cost estimate will be prepared in bid tabulation format.
- 2.4. **Meet with LCPWD Staff** - Review sets of the pre-final (90% complete) plans will be submitted to LCPWD. A meeting will then be held to discuss the plans and LCPWD's comments.
- 2.5. **IEPA Permit Application and Coordination** - RHMGM will prepare the IEPA permit application and provide the necessary followup and coordination.
- 2.6. **LCDOT Permit Application/Approval** - RHMGM will prepare the necessary applications and documentation, as well as followup coordination and meetings necessary to obtain a permit from LCDOT for the watermain replacement along Gages Lake Road.
- 2.7. **Warren Township, and Libertyville Township Application/Plan Approval** - RHMGM will prepare the necessary applications and documentation, as well as followup coordination and meetings, necessary to obtain approval of the watermain replacements by the Warren Township, and Libertyville Township Highway Commissioners.
- 2.8. **Lake County Stormwater Management Commission Application/Meeting/Plan Approval** - RHMGM will prepare the Watershed Development Ordinance permit application for the erosion and sediment control portion of the project. An NPDES Stormwater Notice of Intent (NOI) form will also be prepared.
- 2.9. **Independent In-House Review** - As a final quality control measure, a final in-house review of the complete design will be performed. The final review will address such issues as coordination between plans and specifications, coordination between drawings, missing details, constructability, and potential for construction claims.



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- 2.10. **Prepare Final Contract Documents** - Review comments from LCPWD and the other permitting agencies will be incorporated into the final plans and specifications. Both hard copies and two electronic copies (one ArcGIS or CAD and one PDF) will be furnished to LCPWD. Electronic copies of the bidding documents will be furnished to the County Purchasing Department.
 - 2.11. **Coordination and Administration** - RHMG will provide the required project coordination and administration.
3. **Bidding and Construction Phase**
- 3.1. **Bidder Inquiries and Addenda/Attend Pre-Bid Meeting** - RHMG will field inquiries from prospective bidders and issue addenda where required to make any necessary clarifications to the contract plans and specifications. RHMG will also attend the pre-bid meeting.
 - 3.2. **Preconstruction Conference** - RHMG will conduct a preconstruction conference with the Contractor, LCPWD, LCDOT, Warren, and Libertyville Township Highway Commissioners, utility company representatives, and other applicable parties.
 - 3.3. **Shop Drawing Review** - RHMG will review shop drawings, which the Contractor is required to submit, for conformance with the contract documents.
 - 3.4. **Notice of Intent Submittal** - The NPDES Stormwater Notice of Intent (NOI) form will be finalized and submitted to the Illinois EPA.
 - 3.5. **Record Drawings** - RHMG will prepare a set of record drawings incorporating those changes made during construction based on marked up prints furnished by the contractor and LCPWD's project inspector. Two electronic copies will be furnished to LCPWD, one in ArcGIS or CAD and the second in PDF format.



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Additional Scope Services

Additional scope services for the project shall include, but not be limited to the following:

1. Services due to major changes in general scope of the project or to preliminary alignments.
2. Revising plans, specifications, studies, reports and other design documents which have been previously approved by the LCPWD and/or County or other governmental agencies.
3. Detailed studies resulting from the discovery of threatened or endangered species within the project limits.
4. Wetlands consulting involving wetlands delineation, jurisdictional determination and/or the preparation of an Individual Permit application for U.S. Army Corps of Engineers jurisdictional wetlands and/or design of wetlands mitigation areas.
5. Preparation of easement documents, if required.
6. Providing construction observation services.
7. Giving testimony as an expert witness for the LCPWD in litigation or other court proceedings involving this project.
8. Providing engineering studies regarding the capacity of existing sanitary and/or water systems, or the ability of said systems to handle any additional loading from the proposed project.
9. Preparation of any special documents (other than the Final Engineering Plans and Contract Documents previously referenced in the Scope of Services) for the County's use in obtaining a loan or financing for the project.

LCPWD Responsibilities

During the performance of services, the LCPWD shall supply all criteria and full information as to its requirements for the project; designate a person to act with authority on LCPWD's behalf in respect to all aspects of the project; and provide and agree to the following:



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1. Provide all criteria and full information as to the requirements for the project.
2. Perform potholing to locate existing watermains in critical conditions.
3. Acquire all property and easements required for the project.
4. Guarantee access to the property and make all provisions for RHMG to enter upon public and private land as required for the performance of our services.
5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and shall promptly render in writing decisions pertaining thereto within period mutually agreed upon.
6. Provide full-time construction observation for the project.

Proposed Fees and Schedule

RHMG proposes to perform the above services on an hourly rate basis using the rates included in the attached Exhibit A with a not-to-exceed fee limit of \$73,395. A detailed manpower estimate illustrating the basis of the proposed fee limit is included as Exhibit B. We will complete the design phase services within 120 calendar days after authorization to proceed, provided that we are not delayed by circumstances beyond our control.

We appreciate this opportunity to be of continuing service to the Lake County Public Works Department. If you have any questions or wish to discuss this proposal in more detail, please contact me.

Sincerely yours,

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

William R. Rickert, P.E., BCEE, CFM
President

WRR/amd



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Enclosures



EXHIBIT A
BILLING RATES

Classification	Average Hourly Billing Rate
Project Manager	\$155.76
Senior Designer	\$131.16
Senior Project Engineer	\$129.84
Project Engineer	\$93.16
Structural Engineer	\$124.80
Architect	\$106.60
Electrical Engineer	\$108.33
Senior Drafter/Technician	\$86.64
Drafter/Technician	\$81.32
Junior Drafter/Technician	\$58.29
Clerical	\$61.33

