

AGREEMENT #11149 FOR ENGINEERING SERVICES

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

RECITALS

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

PW#2011.010 Herons Landing Water Main Project 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 works shall be completed within 365 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 \$ 129,177.00 .

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 Department of Public Works
 650 Winchester Road
 Libertyville, IL 60048-1391
 Attn: Peter Kolb

County will make Payments to:

Rezek, Henry, Meisenheimer and Gende, Inc.
 975 Campus Drive
 Mundelein, IL 60060

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.

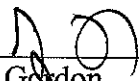
SECTION 19. DELIVERABLES

The Engineer shall provide deliverables as identified in Attachment A.

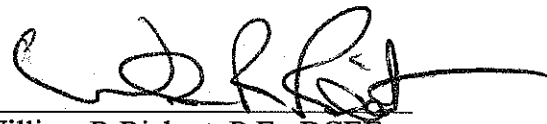
IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Rezek, Henry, Meisenheimer and Gende, Inc.:



Gary Gordon
Purchasing
Lake County



William R Rickert, P.E., BCCE
President

Date: 7/26/11

Date: 7/24/11



Rezek, Henry, Meisenheimer and Gende, Inc.

CONSULTING ENGINEERS

December 20, 2010

Mr. Peter Kolb, P.E.
Director
Lake County Public Works Department
650 Winchester Road
Libertyville, IL 60048



Re: Proposal for Engineering Services
Herons Landing Subdivision

Dear Mr. Kolb:

Pursuant to our previous discussions, we are pleased to submit this proposal to perform engineering services relative to a new water distribution system for the Herons Landing Subdivision in Long Grove.

Background

Herons Landing Subdivision is located on Port Clinton Road in the Village of Long Grove. The subdivision contains a total of 122 lots with a minimum lot size of one acre. Water supply within Herons Landing is currently via individual wells.

RHMG originally prepared a feasibility study for a public water distribution system for Herons Landing in 1995. This study was based on connecting the proposed Herons Landing water distribution system to the LCPWD's Vernon Hills water system, which receives Lake Michigan water from CLCJAWA. An update to the feasibility study was prepared by RHMG in 2004. In 2009 RHMG prepared updated cost estimates based on serving 118 of the 122 total lots.

As currently proposed, the water distribution system will be owned and operated by LCPWD. Funding will be via a special service area (SSA) created by the Village of Long Grove. The bond funds from the SSA will be transferred to LCPWD to cover the design and construction costs associated with the system. Service lines from the mains to the homes will be included as part of the general contract so that they can be funded via the SSA bonds.

Scope of Services

Our proposed scope of services for this assignment includes:

1. Preliminary Design Phase

- 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.



Mr. Peter Kolb, P.E.
Director
Lake County Public Works Department
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design criteria, and milestone dates for submittals and review meetings.

- 1.2. **Project Initiation and Coordination Meetings with Other Interested Parties** - It is envisioned that there will be additional project initiation and coordination meetings with the Village of Long Grove staff and Herons Landing Subdivision representatives. Five such meetings are included in the project scope.
- 1.3. **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 this project.

- 1.4. **Coordination with Homeowners Regarding Service Locations** - A mailing will be sent to all of the homeowners within the Heron's Landing Subdivision service area requesting information relative to their preferred location for their new water service line. RHMG will review and summarize the feedback from the mailings and provide followup as required.
- 1.5. **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.

Topographic surveys of the individual lots will also be performed in order to identify the locations of the existing



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water services and to provide information necessary for design and construction of the new water services.

- 1.6. **Prepare Preliminary Drawings** - Preliminary drawings showing the proposed horizontal location of the watermains and service lines will be prepared. The drawings will be prepared at a scale of 1-inch = 30 feet.
- 1.7. **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.
- 1.8. **Review with Other Interested Parties** - The preliminary drawings will be reviewed with the Village of Long Grove staff and the Herons Landing Subdivision representatives. Comments from these parties will be incorporated into the final design as appropriate.
- 1.9. **Wetlands Consulting** - A wetlands delineation and jurisdictional determination request will be prepared for the entire watermain corridor. An initial threatened and endangered species consultation will also be conducted. Any detailed studies or followup would be additional scope work. RHMG will subcontract with Hey and Associates for this specialty work.

2. **Final Design Phase**

- 2.1. **Prepare Final Drawings** - 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.
- 2.2. **Prepare Contract Documents and Specifications** - 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



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associated quantities estimated. Technical specifications will be written for pipe, manholes, and all associated materials and workmanship. LCPWD will provide the front end sections of the Contact 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 plans will be submitted to LCPWD. A meeting will then be held to discuss the plans and LCPWD's comments.
- 2.5. **Review with Other Interested Parties** - The pre-final drawings will be reviewed with the Village of Long Grove staff and the Herons Landing Subdivision representatives. Comments from these parties will be incorporated into the final design as appropriate.
- 2.6. **IEPA Permit Application and Coordination** - RHMG will prepare the IEPA permit application and provide the necessary followup and coordination.
- 2.7. **WDO Permit Application** - RHMG 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.
- 2.8. **Village of Long Grove Permitting** - RHMG will prepare the necessary applications and documentation, as well as followup coordination and meetings, necessary to obtain approval of the water distribution system by the Village of Long Grove.
- 2.9. **Wetlands Permitting** - Depending on the outcome of the wetlands delineation and jurisdictional determination in Task 1.9., U.S. Army Corps of Engineers and/or Lake County SMC Isolated Wetlands permit applications will be prepared. For Army Corps of Engineers jurisdictional wetlands, it is assumed that the project will be eligible for a Regional Permit



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as opposed to an Individual Permit. In addition, it is assumed that no mitigation will be necessary and that simple restoration plans will suffice.

2.10. 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.

2.11. Coordination and Administration - RHMGM will provide the required project construction administration.

3. Bidding Phase

3.1. Bidder Inquiries and Addenda - RHMGM will field inquiries from prospective bidders and issue addenda where required to make any necessary clarifications to the contract plans and specifications.

4. Construction Phase

4.1. Preconstruction Conference - RHMGM will conduct a preconstruction conference with the contractor, LCPWD, Village of Long Grove representatives, utility company representatives, and other applicable parties.

4.2. Shop Drawing Review - RHMGM will review shop drawings, which the contractor is required to submit, for conformance with the contract documents.

4.3. General Consultation - On an as-requested basis, RHMGM will provide consultation and advice to the LCPWD throughout the course of construction. This will include answering any questions, which may arise, providing interpretation and/or clarification of the plans and specifications, and participating in meetings. Up to 60 hours of general consultation time has been included in our manpower estimate for this task.

4.4. Record Drawings - RHMGM will prepare a set of record drawings incorporating those changes made during



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construction based on marked up prints furnished by the contractor and LCPWD's project inspector. Both a hard copy and an electronic CAD file will be furnished to the LCPWD.

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 CLIENT and/or County or other governmental agencies.
3. Detailed studies resulting from the discovery of threatened or endangered species within the project limits.
4. Detailed wetlands consulting involving the preparation of an Individual Permit application for U.S. Army Corps of Engineers jurisdictional wetlands and/or design of wetlands mitigation areas.
5. Giving testimony as an expert witness for the CLIENT in litigation or other court proceedings involving this project.
6. 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.
7. 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. Acquire all property and easements required for the project.
3. 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.
4. 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.
5. 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 \$129,177. A detailed manpower estimate illustrating the basis of the proposed fee limit is included as Exhibits B.

Sincerely yours,

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

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

WRR/amd

AMD/WP/Prop.Ltrs./LCPWD-Heron's Landing Sudivision 12-10

Enclosures

cc: Mr. Bill Mass, Herons Landing HOA



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

**EXHIBIT B
MANPOWER/FEE ESTIMATE
HERONS LANDING WATER DISTRIBUTION SYSTEM
LAKE COUNTY PUBLIC WORKS DEPARTMENT**

TASK	MANHOURS						
	Project Manager	Senior Designer	Project Engineer	Sen. Draft /Tech.	Draft./ Tech.	Clerical	Total
1. Preliminary Design Phase							
1.1. Project Initiation Meeting with LCPWD Staff	3	3				1	7
1.2. Project Initiation & Coordination Meetings w/Other Parties	15	15	10	10		5	55
1.3. Research & Data Collection		8	6		12		26
1.4. Coordinate with Homeowners Regarding Service Locations	2	8	60			4	74
1.5. Perform Topographic Surveys	4	8	20	140	120		292
1.6. Prepare Preliminary Drawings	8	20	8	60			96
1.7. Meet with LCPWD Staff	2	3					5
1.8. Review with Other Interested Parties	2	4	4	6		1	17
1.9. Wetlands Consulting*	1	6					7
SUBTOTAL	37	75	108	216		11	579
2. Final Design Phase							
2.1. Prepare Final Drawings	16	66	16	132			230
2.2. Prepare Contract Documents and Specifications	6	24	10			15	55
2.3. Quantities and Final Cost Estimate	4	12		12	16	8	52
2.4. Meet with LCPWD Staff	2	3					5
2.5. Review with Other Interested Parties	6	8	10	10		2	36
2.6. IEPA Permit Application/Coordination	1	3	3			1	8
2.7. WDO Permit Application		1	3				4
2.8. Village of Long Grove Permitting	8	16	8			4	36
2.9. Wetlands Permitting*	1	3					4
2.10. Independent In-House Review	8	8		12			28
2.11. Coordination & Administration	20						20
SUBTOTAL	72	144	50	166		30	478
3. Bidding Phase							
3.1. Bidder Inquiries and Addenda	6	32	8			10	56
4. Construction Phase							
4.1. Preconstruction Conference		4				2	6
4.2. Shop Drawing Review		10	16			4	30
4.3. General Consultation	10	36	10			4	60
4.4. Record Drawings		2	8		22		32
SUBTOTAL	10	52	34	0	22	10	128
TOTAL	125	303	200	382	22	61	1241
Billing Rate	155.76	131.16	93.16	86.64	81.32	61.33	
Labor Cost	\$19,470	\$39,741	\$18,632	\$33,096	\$1,789	\$3,741	\$116,470
Expenses							
RHMG						4,807	
Wetlands Consulting -Hey & Associates						7,900	
Subtotal						12,707	
TOTAL FEE							\$129,177

* Subconsultant task - time shown is for coordination only