

AGREEMENT # 14075 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) and Clark Dietz, Inc. 5017 Green Bay Road, Suite 126, Kenosha, Wisconsin 53144 (hereafter "Engineer").

RECITALS

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

Project Name: Construction Related Services for the Vernon Hills NCT Water Reclamation Facility blower Addition and Aeration Upgrades Project (PW# 2012.019) 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 325 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 \$ 73,665.00

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: Charles DeGrave

County will make Payments to:

Clark Dietz Inc.
 5017 Green Bay Road, Suite 126
 Kenosha, Wisconsin 53144

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:

Clark Dietz, Inc.

RuthAnne Hall
Purchasing Agent
Lake County Purchasing

John Boldt,
President

Date: _____

Date: _____

ATTACHMENT “A”
SCOPE OF SERVICES
Vernon Hills NCT Water Reclamation Facility
Blower Addition and Aeration Upgrades Project

1. Grant Application Assistance

- 1.1. Assist the County in applying for an Illinois Clean Energy Grant, as well as provide ongoing support to secure the DCEO Grant.

2. Periodic Inspection Services

- 2.1. Provide periodic site inspections during the installation of the blower, chemical feed pumps, mixers, and nitrate recycle equipment.
- 2.2. Attend meetings with the County staff and selected Contractor to review construction status and to assist in resolving questions during construction.

3. Construction Phase

- 3.1. Assist the County staff in conducting a pre-construction conference to inform potential bidders on the scope of the project.
- 3.2. Review shop drawings / submittals for the mixers, pumps, master control panel, chemical storage and feed equipment, and other equipment as required per the BNR design. Also review the submittals for the added equipment, including the following: equipment platforms, overhead door and lintel, phosphorus analyzer, lighting, and SCADA equipment.
- 3.3. Review and respond to RFI's issued by the contractor to the County to clarify issues during construction. Assist in the preparation or review of change orders as needed during construction for work included under the construction project scope.
- 3.4. Review the O&M manuals for the new equipment.
- 3.5. Conduct seven (7) additional site visits to review the equipment installation, including the SCADA integration, and to witness the various equipment startups as required. The construction visits include two (2) for the SCADA system.
- 3.6. Attend and provide up to four (4) site visits or meetings to assist the County during startup and commissioning of the new aeration process control equipment, including the blower, pumps, and mixers, as well as the chemical feed system startup.

4. Post Construction Phase (O&M Updates)

- 4.1. Update the Facility's Operations and Maintenance Manual (O&M Manual) currently dated May 2007 – Division 400 Activated Sludge System. Updates will include:
 - 4.1.1. The Facility Basis of Design.
 - 4.1.2. The process operations and procedures to implement the new blowers, mixers,

pumps, chemical feed equipment, and monitoring equipment. The report will also address the reconfiguration of the aeration basins to a Bardenpho system.

- 4.1.3. Provisions for the operation of the reconfigured aeration basins for Biological Nutrient Removal (BNR). The O&M manual will include suggested loading, process monitoring, and troubleshooting.
- 4.1.4. Operational changes as recommended by the IEPA, applicable WERF manuals, or the County staff.

REVISED SCHEDULE

The revised project schedule for the Project, based on the amended Scope of Services, is as follows:

- | | | |
|----|------------------------------------|----------------|
| 1. | Bid Opening | February, 2014 |
| 2. | Notice to Proceed for Construction | March, 2014 |
| 3. | Construction Complete | December, 2014 |

CLARK DIETZ - FEE ESTIMATE
Blower Addition & Aeration Upgrades - Construction
Lake County Public Works - Vernon Hills NCT

WORK TASKS	Sr. Engineer	Project Manager	Sr. Engineer	Project Engineer	Engr/ Sr. Tech	Engr/ Tech	Tech	Total Hours / Task	Expenses	Task Total
	P-7	P-6	P-5	P-4	P-3/T-4	P-2/T-3	T-2			
1. Grant Application Assistance								30		\$4,280
1.1 Illinois Clean Energy and DCEO grant applications and assistance		14		12		4		30	\$160	\$4,280
2. Periodic Inspection Services								106		\$14,455
2.1 Provide periodic site inspections during the installation of the equipment		31		9	40			80	\$90	\$10,575
2.2 Attend meetings with the County and selected Contractor		18		8				26		\$3,880
3. Construction Phase								240		\$34,790
3.1. Assist County staff in conducting a pre-construction conference.		4						4	\$30	\$670
3.2. Review shop drawings.	8	16		24	24			72		\$9,560
3.3. Answer RFI's, provide clarifications and issue change orders, as necessary.		24		24	12			60		\$8,160
3.4. Review contractor provided O&M Manuals.		4		8	4			16		\$2,080
3.5. Provide periodic site observation services (seven trips total)	16	40		8				64	\$240	\$10,360
3.6. Provide project startup testing in conjunction with contractor provided equipment training.		24						24	\$120	\$3,960
4. Post Construction Phase - O&M Manual Updates								160		\$21,210
4.1 Update the O&M Manual - Division 400 section	4	8		60				72	\$50	\$9,510
4.1.1 Update the Basis of Design calculations		2		4				6		\$820
4.1.2 Include the new blowers, mixers, pumps, chemical feed, and monitoring equipment		8		40				48		\$6,280
4.1.3 Include the BNR process and troubleshooting		8		20				28		\$3,780
4.1.4 Add the operational changes recommended by IEPA and WERF		2		4				6		\$820
TOTAL HOURS	28	203		221	80			536		
RATE/HR	\$170	\$160		\$125	\$110					
TOTAL COST	\$4,760	\$32,480	\$145	\$27,625	\$8,800	\$95	\$75			\$73,665