

AGREEMENT #21154 FOR ENGINEERING SERVICES

This AGREEMENT is entered into by and between Lake County (County) Applied Technologies, Inc. 468 Park Avenue, Lake Villa, Illinois (hereafter "Engineer").

RECITALS

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

PW#2021.131, Antioch Township Sanitary Sewer Study Update 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 60 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 \$49,500.00.

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: Tom Miles, PE

County will make Payments to:

Applied Technologies, Inc.
468 Park Avenue
Lake Villa, Illinois, 60046

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. WARRANTIES

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

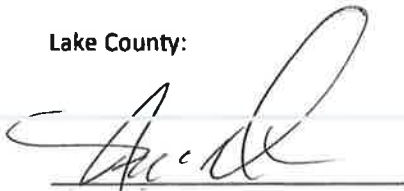
The Engineer shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) 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:



Austin McFarlane
Interim Director
Lake County Public Works

Date: 9/21/2021

Applied Technologies, Inc.:



Peter E. Kolb, P.E.
Vice President

Date: 9-21-2021

September 15, 2021

Mr. Austin McFarlane
Interim Director
Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048



Subject: Proposal for Engineering Services
Antioch Township Sanitary Sewer Study Update
EXHIBIT A

Dear Austin:

Applied Technologies (ATI) is pleased to present this proposal to provide engineering services for the Antioch Township Sanitary Sewer Study Update.

PROJECT DESCRIPTION

This proposal outlines engineering services to provide an update to the Antioch Township Sanitary Sewer Feasibility Study prepared by Devery Engineering, Inc. The original study was commissioned in 1996 by the Lake County Public Works Department (LCPWD) as the Designated Management Agency for the Northwest Lake Facilities Planning Area (FPA). The responsibilities include the planning and management of the water quality for the area, particularly as it relates to wastewater collection and treatment. Included within the Northwest Lake FPA is all of Antioch Township, which is in north central Lake County, abutting the Illinois-Wisconsin State line. Most of Antioch Township is unincorporated and unsewered, with the major exception being the Village of Antioch.

The County has recently received inquiries on the feasibility of providing public sanitary sewer service to the area from several homeowner associations in Antioch Township and to determine the associated costs of public sewers. The County has requested that the 1996 study be updated with current construction costs and current connection fees for wastewater conveyance and treatment system providers. The nearest available facility operated by the Lake County Department of Public Works is a sewage pumping station, located north of the intersection of IL Route 59 and Petite Lake



Road, which is tributary to the Fox Lake Regional Water Reclamation Facility. The Petite Lake Road Pumping Station, has a capacity of 4.76 Million Gallons per Day (MGD) based on average daily flows and 16.19 MGD for peak flows. There is a significant amount of excess capacity available to the Petite Lake Road Pumping Station and the County would like the new sewers to connect to this pumping station for conveyance to the Fox Lake Regional Water Reclamation Facility as one of the alternatives for the updated study.

The County also desires to explore another alternative for providing sanitary sewer service to the Antioch Township area by investigating a connection to the Village of Antioch and their Wastewater Treatment Plant. The Village provides sanitary sewer service directly adjacent to the subject service area and it may be a more cost effective to receive service via Antioch for a portion of the study area.

The 1996 Study investigated alternatives for providing sanitary sewer service using conventional gravity sewer collection systems and pumping stations. There are however newer technologies available today, such as low-pressure sewer systems, that may be better suited to the low laying terrain in the study area. An alternative to provide low-pressure sewer systems in select areas will be investigated to determine if there is a cost savings available using newer technologies.

For purposes of this update the “Target Service Areas” as identified in the 1996 study will be the identical service areas updated as the following Sub Areas:

- Channel Lake
- Lake Catherine
- Lake Marie
- Bluff Lake
- Petite Lake/Grass Lake
- Loon Lake
- Fox River



SCOPE OF WORK

The project scope of work includes the following specific activities:

Preliminary Project Coordination Tasks

1. Meet with the County to discuss project goals and discuss project issues. Request County GIS information and maps for the subject area including parcel information, municipal boundaries, district boundaries, FPA boundaries, wetland & 100-year flood plain boundaries, sanitary sewer and water maps, and other layers as needed.
2. Conduct a site survey to determine if additional development is to be included beyond that covered in the 1996 study. Review service area boundaries and municipal boundaries for jurisdictional changes.
3. Contact the Village of Antioch for information on their sanitary sewer system, their treatment plant and the remaining capacity available at the plant. Request connection fee costs and sewer service contractual obligations.
4. Contact the Village of Fox Lake for information on the remaining capacity available at the Regional Water Reclamation Facility, and current connection charges.
5. Utilize existing maps and routes prepared in the 1996 study for sanitary sewer layouts. Determine if proposed sewer routes crossing waterways are constructible given today's design standards and constraints.

Sanitary Sewer Study Update Tasks

6. Employ similar criteria as outlined in the 1996 study for investigation of sanitary sewer service to select areas.
7. Prepare an Opinion of Probable Construction Cost (2022) for Alternate #1, as shown on Exhibit 2 in the 1996 Study, with connection to the Lake County Petite Lake Road Pumping Station. Determine the total cost per home.
8. Prepare an Opinion of Probable Construction Cost (2022) for Alternate #2, as shown on Exhibit 3 in the 1996 Study, with connection to the Lake County Petite Lake Road Pumping Station. Determine the total cost per home.
9. Prepare a sanitary sewer route and connection for the northern service area (Channel Lake, Lake Catherine) to the Village of Antioch Wastewater Treatment Plant as



- Alternate #3. Prepare an Opinion of Probable Construction Cost (2022) for Alternate #3. Determine the total cost per home.
10. Prepare a sanitary sewer route using a low-pressure sewer system and connection for the northern service area (Channel Lake, Lake Catherine) to the Village of Antioch Wastewater Treatment Plant as Alternate #4. Prepare an Opinion of Probable Construction Cost (2022) for Alternate #4. Determine the total cost per home.
 11. Prepare a power point presentation that provides a summary of the Study Update and the Opinion of Probable Construction Cost (2022) for all Alternatives. The power point presentation should be suitable for use in discussions with elected officials and the public.
 12. Assist the County in submitting preliminary information to the Villages for extension of sewer services to the subject areas. The County shall pay the costs for all permits and review fees.

Deliverables

- A. Prepare a Draft Memorandum that summarizes updated construction costs, user charges, and resultant costs per home for each alternative. Submit a draft copy to the County for review and comment.
- B. Prepare a Final Memorandum that addresses comments from the County review and provide 5 hard copies and an electronic format of the Final Memorandum to the County.
- C. Provide a Power Point Presentation in electronic format that provides a summary of the Study Update and the Opinion of Probable Construction Cost (2022) for all Alternatives.



ENGINEERING BUDGET

We propose to proceed with this effort on a lump sum cost basis for a total cost of \$49,500. Attached as Appendix A is a detailed Engineering Level of Effort for the proposed scope of work. We will not exceed the proposed budget unless approved by the County. We are available to start work on this project immediately and would be available to provide a draft memorandum for County review and comment two months following authorization to proceed.

Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the Lake County Public Works Department.

Sincerely,
Applied Technologies, Inc.

Peter E. Kolb, P.E.
Vice-President

Robert Doeringsfeld, P.E.
Project Engineer

Attachments: General Provisions
Appendix A – Engineering Level of Effort

Lake County Department of Public Works
Antioch Township Sanitary Sewer Study Update

Accepted by:

Owner:	<u>Lake County Department of Public Works</u>
By (Signed):	<u></u>
By (Print):	<u></u>
Title:	<u></u>
Date:	<u></u>



GENERAL PROVISIONS

1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions; redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

APPENDIX A

Engineering Level of Effort
 Antioch Township Sanitary Sewer Study Update
 Lake County Public Works Department, Lake County, Illinois

NO.	TASK/ACTIVITY	PRINCIPAL QUALITY CONTROL	PROJECT MANAGER	PROJECT ENGINEER	TECH	LABOR HOURS	LABOR COST	EXPENSES SUBS	TOTAL COST
		Peter	Bob	Noah	Wayne				
	PRELIMINARY PROJECT COORDINATION								
1	Kickoff Meeting	4	2	4		10	\$ 1,480	\$ 59	\$ 1,539
2	Site/Service Area Review		4	12		16	\$ 1,832	\$ 73	\$ 1,905
3	Village of Antioch Coordination	8	6	8		18	\$ 2,640	\$ 106	\$ 2,746
4	Village of Fox Lake Coordination	8	6	6		18	\$ 2,640	\$ 106	\$ 2,746
5	Constructibility Review		8			8	\$ 1,120	\$ 45	\$ 1,165
6	Exhibit Preparation	2	4	16	24	46	\$ 5,284	\$ 211	\$ 5,495
	TOTAL	18	30	44	24	116	\$ 14,996	\$ 600	\$ 15,596
	SANITARY SEWER STUDY UPDATE								
7	Sanitary Sewer Service Area Investigation	2	12	32	16	62	\$ 7,220	\$ 289	\$ 7,509
8	Opinion of Probable Construction Cost for Alt 1		8	12		20	\$ 2,392	\$ 96	\$ 2,488
9	Opinion of Probable Construction Cost for Alt 2		8	12		20	\$ 2,392	\$ 96	\$ 2,488
10	Sanitary Sewer routing for Alt 3 (Antioch Connection)		12	40		52	\$ 5,920	\$ 225	\$ 6,145
11	Low Pressure Sanitary Sewer Alt 4 (Antioch Connection)		12	40	8	60	\$ 6,800	\$ 272	\$ 7,072
12	Opinion of Probable Construction Cost for Alt 3		8	12		20	\$ 2,392	\$ 96	\$ 2,488
13	Opinion of Probable Construction Cost for Alt 4		8	12		20	\$ 2,392	\$ 96	\$ 2,488
14	Sanitary Sewer Presentation	8	2	12		22	\$ 3,104	\$ 124	\$ 3,228
	TOTAL	10	70	172	24	276	\$ 32,812	\$ 1,292	\$ 33,904
	LABOR HOURS	28	100	216	48	392			
	2021 Average Rates	\$ 194	\$ 140	\$ 106	\$ 110				
	TOTAL COST	\$ 5,432	\$ 14,000	\$ 22,896	\$ 5,280		\$ 47,608	\$ 1,892	\$ 49,500

