



## Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
www.hltrengineering.com

July 27, 2017

Mr. Mike Zematis, P.E.  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL 60048

RE: Engineering Services Agreement  
C.H. 77 / Center Street Culvert Replacement  
Culvert # 91 at Mill Creek

Dear Mr. Zematis:

We prepared this letter to serve as the agreement between the Lake County Division of Transportation (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for structural engineering and land survey services necessary for the emergency replacement of the Center Street culvert at Mill Creek.

### SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, detailed on the following Scope of Services,

1. Complete detailed preliminary design to establish the culvert length, opening, skew and invert elevations for the proposed structure. All existing utilities will be reviewed to recommend the allowable invert elevation to minimize conflicts with the proposed structure.
2. Perform structural boring logs sufficient for the sub-grade design for the culvert and to make recommendations for dewatering during excavation necessary for the proposed improvements.
3. Coordinate the recommended scope of improvements and budget with the County, potential contractor, and fabricators to determine a final scope of work and schedule.
4. Develop structural plans and engineer's estimate for the recommended improvements sealed by a Licensed Structural Engineer.
5. Develop temporary shoring plan details to allow the culvert to remain open to traffic until replacement.
6. Complete necessary land surveys and develop parcel plats, legal descriptions and title commitments for three parcels adjacent to the improvement, suitable for land acquisition if deemed necessary.

Services not set forth above as are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed herein. If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A and appended hereto.

### RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide available structure and highway plans, survey information and available right-of-way strip maps.

380 Shepard Drive  
Elgin, Illinois 60123-7010  
Tel. 847.697.6700  
Fax 847.697.6753

6825 Hobson Valley Drive  
Unit 302  
Woodridge, Illinois 60517  
Tel. 847.697.6700  
Fax 847.697.6753

3085 Stevenson Drive  
Suite 201  
Springfield, Illinois 62703  
Tel. 217.546.3400  
Fax 217.546.8116

323 West 3rd Street  
P.O. Box 160  
Mt Carmel, Illinois 62863  
Tel. 618.262.8651  
Fax 618.263.3327

## COMPENSATION

### Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Subconsultants and out-of-pocket expenses will be reimbursed at our actual cost and are anticipated to include structure borings, property title documents and printing expenses.

The proposed fee is anticipated to be \$24,000 for the structure plans and \$16,000 for the land survey items listed in the scope of work. Any additional services requested by the Client beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost will be pre-approved by the Client.

<u>Employee Classification</u>	<u>2017 Hourly Rate</u>
Principal	\$208.00
Engineer 6	160.00
Engineer 5	150.00
Engineer 4	130.00
Engineer 3	118.00
Engineer 2	108.00
Engineer 1	85.00
Structural 2	170.00
Structural 1	128.00
Technician 3	109.00
Technician 2	88.00
Technician 1	68.00
Intern/ Temp	51.00
Land Acquisition	117.00
Survey 2	118.00
Survey 1	91.00
Environmental 2	119.00
Environmental 1	55.00
Administration 2	117.00
Administration 1	63.00

These rates will remain in effect through December 31, 2017. In the event services of the Consultant extend beyond December 31, 2017, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the Consultant that are in effect at that time. The Client shall be notified yearly of these changes. The stated upper limit of compensation will remain in effect.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

### Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **Assignment**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

### **Certification**

Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Both parties affirm no Lake County officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Lake County officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

### **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant or the Client are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant or the Client may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

### **Consequential Damages**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

### **Defects in Service**

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of

the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

#### **Delays**

The parties agree that neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond the control of the parties. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters; fires, riots, war, or acts of God; failure of any government agency or utility to act in timely manner; or discovery of any hazardous substances.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation, provided the equitable adjustment is pre-approved in writing by the parties.

#### **Drug-Free Workplace.**

Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq.

#### **Entire Agreement**

This Agreement, comprising pages 1 through 8, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

#### **Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Lake County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

#### **Independent Contractor**

It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

#### **Insurance**

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

Lake County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Lake County. Also, Lake County shall be designated as the certificate holder.

#### **Non-Discrimination**

Consultant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

#### **Right of Entry**

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.


#### **Standard of Care**

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If this agreement meets with the County's approval, please have the proper officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at your convenience.

Yours truly,

**HAMPTON, LENZINI AND RENWICK, INC.**

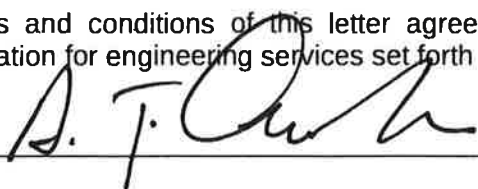
By: 

Steven Megginson, P.E., S.E.  
Vice President

#### **ACCEPTANCE**

The terms and conditions of this letter agreement are hereby accepted by Lake County Division of Transportation for engineering services set forth above.

By



7-27-17

Date

Mr. Michael Zematis, P.E.  
Lake County DOT  
July 27, 2017  
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**ATTEST:**

By

 7/27/17