



Draft

November 3, 2017

Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048

Attn: Mike Zemaitis P.E.
Engineer of Design

RE: McClory Bike Path
Storm Sewer Repairs
Waukegan, IL
McClure Project No.: #02-28-17-183
Section 17-00173-15-DR

In accordance with your request, and per our scoping meeting on November 1, 2017, we are pleased to provide professional survey and engineering services to design storm sewer repairs at two separate locations along McClory bike path. We propose to perform these services on an hourly basis for a not-to-exceed amount of \$26,040 in accordance with the scope of work, attached hereto.

If acceptable, please sign where indicated below and return to our office for further processing.

Respectfully submitted,

McCLURE ENGINEERING ASSOCIATES, INC.

Marlan M. Doland, P.E., P.L.S.
Chief Operating Officer/Executive V.P.

Approved By: 

Date: 11/7/17

Water • Waste Water • Storm Water • Surveying • Structural • Transportation • Land Development • Construction Administration • Municipal

EXHIBIT B

LAKE COUNTY
DIVISION OF TRANSPORTATION
MCCLORY BIKE PATH
STORM SEWER REPAIRS
MAN HOURS PROJECTIONS
PRELIMINARY ENGINEERING

TASK 1

Data Collection, Review and Evaluation

1. Data Collection	8
2. Initial Inspection	8
3. Topographic Survey	40
4. Obtain Utility Maps	8
5. Meetings with Lake County Division of Transportation	<u>4</u>

Total Task 1 68

TASK 2

Analysis

1. Prepare Schematic Design Options	24
2. Determine Utility Conflicts	8
3. Coordinate with LCDOT	8
4. Coordinate with Waukegan (Water and Sanitary)	<u>8</u>

Total Task 2 48

TASK 3

Plans, Specification, Estimate of Cost

1. Prepare Plans	40
2. Prepare Special Provisions	8
3. Prepare Quantities, Schedules and Cost Estimates	24
4. Meet with Lake County Division of Transportation	4
5. Address Staff Comments and Finalize Plans/Specs,	8
6. Preparation of Exhibits to be attached to Right-of-Entry permits that LCDOT will prepare	16

7. Plans for Headwall Design with S.E. Seal 24

Total Task 3 124

Project Management TASK 4

Total Task 4 8

TOTAL MANHOURS 248

Fee = 248 Manhours @\$105/HR = \$26,040

Fee Based on average hourly rate of \$105/HR

STANDARD PROVISIONS

TERMS OF PAYMENT: Unless otherwise provided for herein McClure ENGINEERING ASSOCIATES, INC. (MEAI) will submit invoices for work which has been completed (each of which is due and payable within 30 days of any invoice date, unless stated otherwise on the front of this contract). If any invoice is not paid within 30 days of invoice date or as stated on the front of this contract, late payment charges of 1-1/2% per month or fraction of a month or the highest lawful interest rate of the state in which the Client's office is located, will be added. MEAI may, after giving seven days notice to Client, suspend services under this Contract until paid in full all amounts due for services and expenses. All delinquent payments are subject to: Mechanic's Lien and other legal collection procedures. Client agrees to pay all attorney fees, court costs, accrued interest and other collection costs incurred by MEAI during collection procedures for delinquent accounts.

FEES BILLED AS TIME AND MATERIAL: Fees for professional and/or technical services which are to be performed in connection with any project on MEAI's "Time and Material" basis will be calculated as follows: Charges shall be equal to the total sum of (a) actual hours worked on the project by various personnel times respective billing rate from "Hourly Rate Schedule," the receipt of which the Client hereby acknowledges. An overtime premium will be charged on projects when the Client requests such overtime (b) 110% of "Reimbursable Expenses" (c) 105% of "Subcontract Expenses".

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blueprints, mailing charges for specialized equipment and similar items.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, etc.

If an estimate of MEAI's fee is stated in the Contract, the estimate shall not be considered a firm figure, unless specifically stipulated.

FEES BILLED AS A LUMP SUM: Fees for professional services which are to be billed on a basis of a lump sum figure will be billed monthly or upon completion for the basic services and for requested additional services. Progress billings will be based upon MEAI's estimate of the proportion of the total services actually completed at the time of billing.

CONSTRUCTION ESTIMATES: MEAI does not guarantee its opinions of probable construction cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an independent Cost Estimator should be employed. The Client shall advise MEAI in writing at an early date the budgetary limitations for the overall project cost or construction cost. MEAI will endeavor to work within those limitations if requested. MEAI will upon written request periodically submit opinions as to the probable construction cost.

LIMITATION OF LIABILITY: The Client/Owner agrees to limit MEAI's liability to the Client/Owner and to all construction contractors and subcontractors on the project due to MEAI's negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed MEAI's total profit for services rendered under this Contract. MEAI's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others or in conjunction with others, including architects, construction contractors or sub-contractors, and MEAI shall have no joint or several liability with any such parties, regardless of such parties insured or uninsured status and ability to satisfy claims, and Client/Owner agrees to hold MEAI harmless against such joint or several claims.

LIABILITY FOR DELAY: If MEAI is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any cause beyond MEAI's control, then the Contract Time shall be extended for such reasonable time as the parties may determine.

TERMINATION: This Contract is subject to termination by Client or MEAI should the other fail to perform its obligations hereunder. In the event of any termination, MEAI will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, including attorney's fees and costs.

REUSE OF DOCUMENTS: All documents, including drawings and specifications furnished by MEAI pursuant to this Contract, are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by MEAI or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by MEAI will be at Client's/Owner's sole risk and without liability or legal exposure to MEAI, and Client/Owner shall indemnify and hold harmless MEAI from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle MEAI to further compensation at rates to be agreed upon by Client/Owner and MEAI.

COMPLETE AGREEMENT - AMENDMENTS: This Contract constitutes the entire agreement between the parties and supersedes all agreements, purchase orders, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Contract or the exhibits hereto. This Contract may not be amended, altered or modified except by a writing signed by all parties.

SURVIVAL OF RIGHTS: This Contract shall be binding upon and inure to the benefit of the parties signatory hereto and their successors and assigns.

WAIVER: No consent or waiver, express or implied, by MEAI to or of any breach or default by Client in the performance by such Client of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Client of the same or any other obligations of such Client hereunder. Failure on the part of MEAI to complain of any act or failure to act of Client or to declare Client in default, irrespective of how long such failure continues, shall not constitute a waiver by MEAI of its rights hereunder. The giving of consent by MEAI in any one instance shall not limit or waive the necessity to obtain MEAI's consent in any further instance.

NOTICES: All notices under this Contract shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested to the parties hereto at the addresses herein set forth and at McClure Engineering Associates, Inc., 4700 Kennedy Drive, East Moline, IL 61244. The placing of such notice in a United States Post Office Box, properly addressed, with full postage thereon shall constitute proper notice.

MISCELLANEOUS: If the Client issues a Purchase Order of which this Contract becomes part, the terms of this Contract will take precedence in the event of a conflict of terms. In the event that any part of this Contract shall be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Contract.

ILLINOIS LAWS AND FORUM: The Agreement shall be deemed entered into in the State of Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois. In the event legal action is undertaken by any of the parties to the Agreement it is specifically agreed and understood that the proper forum, venue and court for such action shall be Rock Island County, Illinois, and the federal or state court sitting in such county, and that no legal action shall be instituted in any forum or venue other than Rock Island County. In this regard the parties stipulate and agree not to oppose any motion or change of venue made to enforce the terms of this Section and not to seek to change the forum or venue should an action involving the parties with respect to the Agreement be instituted in Rock Island County, Illinois.