

**AGREEMENT #20059 FOR PROFESSIONAL SERVICES  
for LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and CTL Group, ("Consultant") 5400 Old Orchard Road, Skokie, IL 60077-1030.

**RECITALS**

WHEREAS, Lake County is seeking a Consultant to provide services for Contract Administration and Construction Observation Services for Lake County Parking Structure Concrete and Asphalt Repairs as noted in the Consultant's proposal dated March 13, 2020, ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Consultant's proposal and all exhibits thereto, including statement of work, dated March 13, 2020

**SECTION 2. SCOPE OF WORK**

Consultant shall provide Phase 3 (Contract Administration and Construction Observation Services) engineering services in connection with concrete and asphalt repairs to the Lake County parking structure located at 120 North County Street in Waukegan, Illinois. Objectives and Scope of Work include the following:

- 1. Participate in a Pre-Bid walkthrough meeting with candidate qualified Contractors; answer questions and assist Lake County with issuing an addendum, if needed.
- 2. Participate in a Pre-Construction meeting with the Contractor and Lake County representatives to review project requirements and discuss coordination on the project.
- 3. Represent Lake County in dealing with the Contractor, as well as advise and consult with Lake County Representative on matters pertaining to repairs.
- 4. Perform field observations on a part-time basis and provide written reports summarizing our observations. The objectives of the field reviews will be to assess the conformance of work with project specifications as well as the progress and quantity of repair work. Based on our experience, we anticipate performing an average of two (2) site visits per week during repairs, assuming no significant problems develop.
- 5. Participate in bi-weekly (once every two (2) weeks) progress meetings to discuss schedule, general progress, pay requests, submittals, etc.
- 6. Review Contractor submittals as required by the Contract Documents.
- 7. Assist Lake County in reviewing Contractor pay requests and provide payment recommendations.

**SECTION 3. DURATION**

This Agreement shall be effective upon execution, and shall be effective until December 31, 2020 or when the work is complete, whichever comes first.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

#### **SECTION 4. AGREEMENT PRICE**

The County will pay Consultant a lump sum fee of \$73,000 for deliverables in accordance with Consultant's proposal dated March 13, 2020 and will bill the County not more than once per month based upon the actual expense reimbursement.

#### **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

#### **SECTION 6. CHANGE ORDERS**

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

#### **SECTION 7. INDEMNIFICATION**

Consultant agrees to indemnify, save harmless, and defend Lake County, its 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 or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

## **SECTION 8. INSURANCE**

The Consultant 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 with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

### Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

### Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

### Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of

bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions (if applicable)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements 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 thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County  
Purchasing Division**

**18 N. County 9th Floor  
Waukegan, Illinois 60085  
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

#### **SECTION 9. INDEPENDENT CONTRACTOR**

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

#### **SECTION 10. 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 11. 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 12. 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 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

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 14. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

CTL Group  
5400 Old Orchard Road  
Skokie, IL 60077-1030

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

#### **SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified

without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

#### **SECTION 16. TERMINATION**

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

#### **SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

#### **SECTION 18. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

#### **SECTION 19. NEWS RELEASES**

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

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

Lake County:

CTL Group

\_\_\_\_\_  
Purchasing Agent  
Lake County

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_



March 13, 2020

Jeremiah Varco  
Facilities Manager  
Lake County Government  
18 N. County St. – 9<sup>th</sup> Floor  
Waukegan, IL 60085-4334  
874.377.2321

Email: [jvarco@lakecountyil.gov](mailto:jvarco@lakecountyil.gov)

**Contract Administration and Construction Observation Services  
Lake County Parking Structure Concrete and Asphalt Repairs  
CTLGroup Proposal No.: 26PA20-016 rev. 1**

Dear Mr. Varco:

CTLGroup is pleased to submit this proposal for Phase 3 (Contract Administration and Construction Observation Services) engineering services in connection with concrete and asphalt repairs to the Lake County parking structure located at 120 North County Street in Waukegan, Illinois.

**OBJECTIVES AND SCOPE OF WORK**

**Phase 3: Contract Administration and Construction Observation Services**

1. Participate in a Pre-Bid walkthrough meeting with candidate qualified Contractors; answer questions and assist Owner with issuing an addendum, if needed.
2. Participate in a Pre-Construction meeting with the Contractor and Owner representatives to review project requirements and discuss coordination on the project.
3. Represent Lake County in dealing with the Contractor, as well as advise and consult with Lake County Representative on matters pertaining to repairs.
4. Perform field observations on a part-time basis and provide written reports summarizing our observations. The objectives of the field reviews will be to assess the conformance of work with project specifications as well as the progress and quantity of repair work. Based on our experience, we anticipate performing an average of two (2) site visits per week during repairs, assuming no significant problems develop.
5. Participate in bi-weekly (once every two (2) weeks) progress meetings to discuss schedule, general progress, pay requests, submittals, etc.
6. Review Contractor submittals as required by the Contract Documents.
7. Assist Owner in reviewing Contractor pay requests and provide payment recommendations.

8. Provide contract close-out services including punch list preparation, final review of work, review of contract close-out and warranty submittals, and recommendation regarding final payment.

CTLGroup shall not have control or charge of and shall not be responsible for construction means, methods, sequences, procedures, or job safety. CTLGroup shall not be responsible for Contractor's failure to perform work in accordance with Contract Documents. CTLGroup shall nonetheless exercise reasonable care and diligence in discovering and reporting to Lake County any defects or deficiencies in the Contractor's work.

### PROJECT BUDGETS

We suggest that the following budgets be established for the requested scope of services:

*Phase 3 - Contract Administration and Construction Observation Services:*

1. Pre-Bid Walkthrough Meeting & Addendum (if needed)	\$4,500
2. Pre-Construction Meeting:	\$4,000
3. Construction Observation Visits and Bi-weekly Progress Meetings:	
a. Based on twelve (12) week duration	\$48,000
b. Price per week in excess of Item #3	\$4,000
c. Owner Allowance of 25% beyond Item #3	\$12,000
4. Project Close-Out:	\$4,500

Budgets for Items #1 and #2 are based on one (1) site visit. Budget for Item #3 is based on two (2) site visits per week and bi-weekly progress meetings over the duration of the repair project. Budget for Item #4 is based on one (1) site visit and post construction meeting to address any final issues.

Our services for the scope of work indicated in this proposal will be performed on a time and expense related basis in accordance with the attached 2020 Hourly Rate Sheet.

### AUTHORIZATION

Work will be performed in accordance with the same terms and conditions used in Agreement 19082 for Professional Services for Lake County signed in April 2019. Receipt of a purchase order, a signed copy of this letter, or written notice to proceed is required before our services can begin. This proposal is valid for 60 days from date of proposal.

We appreciate the opportunity to submit this proposal and look forward to serving Lake County. If you have questions, please call.

Very truly yours,

Construction Technology Laboratories d/b/a CTLGroup





Dean R. Adams  
Associate/Project Manager  
[dadams@CTLGroup.com](mailto:dadams@CTLGroup.com)  
Phone: (847) 972-3104

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment – CTLGroup 2020 Rate Schedule

COA No. 184-001246

Copy: J. Joy – Lake County; A. Brackney, C. Olson - CTLGroup



**2020 HOURLY RATES**  
**FOR TECHNICAL SERVICES**

Senior Vice President, Vice President	300.00-375.00 /HR
Senior Principal (Consultant, Engineer, Scientist, Architect)	275.00-350.00 /HR
Principal (Consultant, Engineer, Scientist, Architect)	250.00-325.00 /HR
Senior (Consultant, Engineer, Scientist, Architect)	200.00-275.00 /HR
Associate III, Engineer III, Scientist III, Architect III	175.00-225.00 /HR
Associate II, Engineer II, Scientist II, Architect II	150.00-200.00 /HR
Associate I, Scientist I	125.00-175.00 /HR
Jr. Associate	75.00-125.00 /HR
Technical Specialist	140.00-180.00 /HR
Senior Technician	120.00-160.00 /HR
Technician (Levels I-III)	75.00-145.00 /HR
CAD Specialist, Technical Support Staff	100.00-125.00 /HR

Laboratory Tests	Established Rates
Equipment Use	Established Rates
Sample / Evidence Storage	Established Rates
Mobilization / Expedite	Established Rates

Project Related Expenses	Cost + 10%
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*(Travel & Subsistence, Materials, Photographic Reproduction, Shipping, Telephone, etc.)*

***Effective through December 31, 2020***

***All rates subject to annual increases***