

DISTRIBUTION

County Board  
County Clerk  
Central Services  
Public Works

Agenda Item #

**38**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE A.D., 2003 SESSION

JUNE 11, A.D., 2003

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing execution of an Agreement for Engineering Services with Rezek, Henry, Meisenheimer and Gende, Inc., Libertyville, IL, in the amount of \$79,414.00 for the preparation of plans and specifications in connection with the Fiscal Year 2004 Watermain Replacement Project, charging the costs thereof to Account No. 601-601-6014-7030-51; and request its adoption.

Respectfully submitted

*Thomas D. Kelly*  
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CHAIR

*[Signature]*  
\_\_\_\_\_  
CHAIR

*[Signature]*  
\_\_\_\_\_  
VICE CHAIR

*[Signature]*  
\_\_\_\_\_  
VICE CHAIR

*Andy Cole*  
\_\_\_\_\_

*Thomas O'Leary*  
\_\_\_\_\_

*Ann B. Mann*  
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*Carol Calabrese*  
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*Michael A. Albett*  
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*Ann Flanigan*  
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*Ann Flanigan*  
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*Robert Sabonjian*  
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PUBLIC WORKS AND  
TRANSPORTATION COMMITTEE

FINANCIAL AND  
ADMINISTRATIVE COMMITTEE

## RESOLUTION

WHEREAS, the County of Lake operates and maintains water distribution systems serving the unincorporated communities of Knollwood and Wildwood; and

WHEREAS, certain portions of these distribution systems are in need of replacement due to frequent main breaks, poor water quality or a highway improvement project; and

WHEREAS, the services of a Consulting Engineer are necessary for the preparation of plans and specifications to secure construction contract bids; and

WHEREAS, an Agreement for Engineering Services has been prepared with the firm of Rezek, Henry, Meisenheimer and Gende which must be authorized by Resolution of this County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Agreement for Engineering Services with Rezek, Henry, Meisenheimer and Gende, Inc., Libertyville, IL, in the amount of \$79,414.00 for the preparation of plans and specifications in connection with the Fiscal Year 2004 Watermain Replacement Project and charging the costs thereof to Account No. 601-601-6014-7030-51.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11<sup>th</sup> day of June, A.D., 2003.

AGREEMENT FOR ENGINEERING SERVICES

BETWEEN THE COUNTY OF LAKE

AND

REZEK, HENRY, MEISENHEIMER AND GENDE, INC.

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Lake, Illinois (hereinafter called the OWNER) and Rezek, Henry, Meisenheimer and Gende, Inc., Libertyville, Illinois (hereinafter called the ENGINEER).

WITNESSETH, THAT WHEREAS, the OWNER intends to construct a watermain replacement project consisting of the replacement of 1,150 feet on Winnebago from Greentree to Mill, 600 feet on Hickory from Meadow to Rolling Hill, 1,000 feet on Rolling Hill from Old Plank to Country Lane, 1,400 feet on Twin Lakes from Mill to East View, 300 feet on East View from Fairfield to Twin Lakes, 300 feet on Fairfield, 750 feet on Greentree from Gages Lake to Winnebago, and 300 feet on Manitowic, all in the Wildwood Area; 2,000 feet on Linden in the Arbor Vista Area; and 600 feet on Elmwood, and 650 feet on Bradley Road from Indian Ridge to Little Melody in the South Bradley Area.

AND WHEREAS, the above described work is designated as the Year 2004 Watermain Replacement Program, and is hereinafter referred to as the PROJECT.

AND WHEREAS, the OWNER now desires to secure engineering services from the ENGINEER for preliminary design, final design, and construction phase services.

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE ENGINEER

1.1. General

1.1.1. The ENGINEER agrees to perform professional services in connection with the PROJECT.

1.1.2. The ENGINEER will serve as the OWNER's professional engineering representative in those phases of the PROJECT to which this AGREEMENT applies, and will give consultation and advice to the OWNER during the performance of his services.

1.2. Preliminary Design Phase

- 1.2.1. Perform field investigations and surveying, including location of all existing utilities such as sanitary and storm sewer, gas, electric, telephone, and cable TV. Establish vertical benchmarks and locate property monuments as necessary to facilitate the project.
- 1.2.2. Prepare drawings at a scale of 1-inch = 40 feet depicting existing topographic conditions and preliminary watermain replacement design.
- 1.2.3. Meet with homeowners associations and other local agencies as required.
- 1.2.4. Submit five sets of preliminary drawings to OWNER for review.
- 1.2.5. Meet with OWNER to discuss review documents.

1.3. Final Design Phase

- 1.3.1. Prepare plans and specifications for the watermain replacement project.
  - a. CAD drawings are to be prepared in Microstation (dgn drawing format).
  - b. Contract Documents will use EJCDC general conditions.
  - c. OWNER will provide the front end sections of the Contract Documents.
- 1.3.2. Provide five sets of final documents to OWNER for review. Incorporate all review comments into the documents.
- 1.3.3. Prepare a schedule of quantities and an engineer's opinion of probable construction cost.
- 1.3.4. Prepare and submit permit applications to IEPA, Lake County Stormwater Management Commission, Illinois Department of Transportation and Township Highway Commissioners, as necessary. Incorporate comments from regulatory agencies into documents.

1.4. Construction Phase

- 1.4.1. Provide general consultation to OWNER, as requested, during the course of the PROJECT.

- 1.4.2. Incorporate markups provided by the OWNER and the Contractor into record drawings, and provide one set of mylar reproducible drawings along with Microstation electronic CAD files.

## SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

### 2.1. General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for the by OWNER as indicated in Section 5.

- 2.1.1. Additional services due to significant changes in scope of the PROJECT or its design including, but not limited to, changes in size, complexity, or character of construction or due to time delays for completion of work, when such delays are beyond the control of the ENGINEER.
- 2.1.2. Revising previously approved studies, reports, design documents, drawings or specifications.
- 2.1.3. Preparing plans and specifications for alternate bids requested by the OWNER.
- 2.1.4. Preparing detailed renderings, exhibits or scale models for the PROJECT.
- 2.1.5. Furnishing additional copies of final Drawings and Specifications to the OWNER beyond five sets.
- 2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by OWNER.
- 2.1.7. Additional services resulting from the PROJECT involving the preparation of more than one general construction contract or separate construction contracts for different building trades, or separate equipment contracts.
- 2.1.8. Negotiation of easement agreements.
- 2.1.9. The preparation of manuals of operation and maintenance.
- 2.1.10. Performing on-site construction observation services during construction.

- 2.1.11. Additional services in connection with the PROJECT including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 2.1.12. Preparing to serve or serving as an expert witness for the OWNER in any litigation or other proceeding involving the PROJECT.
- 2.1.13. Additional services and costs necessitated by out-of-town travel required of the ENGINEER other than visits to the PROJECT sites as required by Section 1.
- 2.1.14. Performing bidding phase services.
- 2.1.15. Other additional services as authorized by the OWNER.

### SECTION 3 - THE OWNER'S RESPONSIBILITY

The OWNER will:

- 3.1. Provide full information as to his requirements for the PROJECT.
- 3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT, including previous reports and any other data relative to design and construction of the PROJECT.
- 3.3. Guarantee access to, and make all provisions for, the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
- 3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- 3.5. Provide such legal, accounting and insurance counseling services as may be required by the OWNER for the PROJECT.
- 3.6. Designate in writing a person to act as OWNER'S representative with respect to the work to be performed under this AGREEMENT; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to the work covered by this AGREEMENT.
- 3.7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

- 3.8. Furnish, or direct the ENGINEER to provide at the OWNER'S expense, necessary additional services stipulated in Section 2 of this Agreement, or other services as required.
- 3.9. Negotiate with property owners to secure easements for the PROJECT.
- 3.10. Arrange for all printing and distribution of Contract Documents to bidders.
- 3.12. Contract with a geotechnical consultant in order to obtain any soil borings which may be necessary to establish construction conditions.

#### SECTION 4 - PERIOD OF SERVICE

- 4.1. The ENGINEER will commence work on the PROJECT within seven (7) calendar days after receipt of a written notice to proceed and shall submit to the OWNER the final contract documents within one hundred eighty (180) calendar days thereafter, providing the ENGINEER is not unduly delayed by causes beyond his control.
- 4.2. The period service for the construction phase shall commence with the award of the construction contract and shall extend for sixty (60) days beyond the completion of the construction contract. In the event of an extension to the construction contract time, then a corresponding extension shall be granted for completion of the engineering services, and additional fees, if required, shall be negotiated in accordance with Section 2 and Section 3.

#### SECTION 5 - PAYMENTS TO THE ENGINEER

- 5.1. Payments for Services and Expenses of the Engineer
  - 5.1.1. The OWNER will pay the ENGINEER for basic services performed under Section 1 on a hourly rate basis using the billing rates included in Exhibit A.
  - 5.1.2. Direct expenses will be billed at actual cost to the OWNER. These expenses include travel, out-of-pocket expenses, printing, postage, computer charges and long distance telephone.
  - 5.1.3. The fees for basic services performed under Section 1 shall not exceed \$79,414.

5.2. Additional Services

5.2.1 The OWNER will pay the ENGINEER for additional services on an hourly rate basis using the billing rates included in Exhibit A.

5.3. Methods and Time of Payment

5.3.1. Payment shall be made monthly upon presentation of the ENGINEER's detailed invoice. For additional services the invoice will include a breakdown of hours charges by individual with a description of services performed and a breakdown of direct reimbursable expenses.

SECTION 6 - GENERAL CONDITIONS

6.1. Termination

This AGREEMENT may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this AGREEMENT is terminated due to the OWNER's substantial failure to perform, the ENGINEER shall be paid for labor and expenses incurred to date.

6.2. Insurance

6.2.1. The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts from claims for bodily injury, death, or property damage which may arise from the performance of his services under this AGREEMENT. The ENGINEER shall name the OWNER as additional insured under said policies and provide the OWNER with a proper insurance certificate, and upon request of the OWNER, the policy showing the policy limits and coverages afforded the OWNER.

6.2.2. The ENGINEER shall also secure and maintain professional liability insurance.

6.3. Liability

The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all construction contractors and subcontractors on the Project arising from the ENGINEER's negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed \$50,000 or the ENGINEER's total fee for the services rendered on this Project, whichever is greater. The OWNER further agrees to require of the contractor a similar limitation of the liability of the ENGINEER and of the



OWNER, to the contractor and his subcontractors due to the ENGINEER's negligent acts, errors or omissions.

6.4. Consequential Damages

In no event shall the ENGINEER or OWNER be liable for indirect special, incidental, punitive, damages, including, but not limited to, loss of use, lost profits, or interest on borrowed funds, whether arising in contract, in tort (including the negligence of then ENGINEER or OWNER), as a result of the application of the principle of strict liability or otherwise.

6.5. Validity of Fees

The engineering fees stipulated in Section 5 of this AGREEMENT shall be valid provided that a Notice to Proceed for the design phase is issued no later than June 1, 2003. If this condition is not met, the engineering fees shall be renegotiated to reflect cost escalation.

6.6. Successors and Assigns

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the OWNER and the ENGINEER.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the day and year hereinabove set forth.

OWNER:

ENGINEER:

COUNTY OF LAKE

REZEK, HENRY, MEISENHEIMER AND GENDE, INC

BY: \_\_\_\_\_



ATTEST: \_\_\_\_\_

WITNESS: 

**EXHIBIT A**

**BILLING RATES**

<b>Classification</b>	<b>Average Hourly Billing Rate</b>
Project Manager	\$148.68
Lead Designer	\$128.56
Senior Environmental Engineer	\$122.32
Senior Designer	\$112.81
Drafter/Technician	\$79.93
Technician	\$67.70
Junior Technician	\$54.04
Clerical	\$58.10