

Distribution
County Board
OMB
Central Services
Facility Operations
Accounts Payable
Health Department

Agenda Item # 26

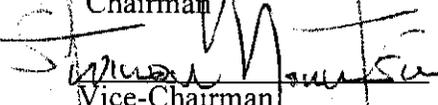
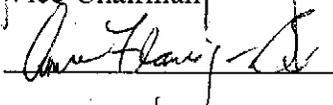
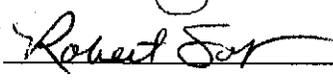
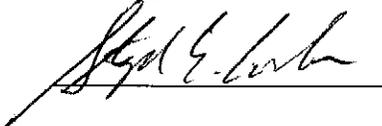
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER A.D., 2005 SESSION
MARCH 14, A.D., 2006

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee present herewith a Resolution authorizing the Director of Central Services to enter into a contract with Rolf Jensen & Associates of Chicago, Illinois, for Fire Alarm & Sprinkler System Engineering Services, in the amount of \$19,800 for Phase I Engineering Services, plus services for additional phases as per the RFP, charging \$16,550 to account #101-1103285-72250-000-000-000000 and \$3,250 to account #101-1220010-031-000-000-000000; and request its adoption.

Respectfully submitted,

	Aye	Nay
 Chairman	X	—
 Vice-Chairman	X	—
	✓	—
	—	—
	✓	—
	✓	—

Financial & Administrative
Committee

RESOLUTION

WHEREAS, in accordance with Section 4-102 of the Lake County, Purchasing Ordinance, bids were called for by publication for Engineering Services for Fire Alarm & Sprinkler System Assessment, Repair & Replacement; and

WHEREAS, subsequent to said publication, invitations for bids were extended to twelve (12) vendors; and

WHEREAS, sealed bids were received from six (6) vendors and opened in the County Building, Waukegan, Illinois, on Tuesday, January 17, 2006, at 2:00 p.m.; and

WHEREAS, an evaluation committee recommends Rolf Jensen & Associated based upon their excellence in competency with Fire Alarm and Sprinkler Systems; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Director of Central Services is hereby directed to enter into a contract with Rolf Jensen & Associates of Chicago, Illinois, for Fire Alarm & Sprinkler System Engineering Services, in the amount of \$19,800 for Phase I Engineering Services plus services for additional phases based upon the established scope of work up to the proposal price submitted, charging \$16,550 to account #101-1103285-72250-000-000-000000 and \$3,250 to account #101-1220010-031-000-000-000000

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14th day of March, A.D., 2006.

AGREEMENT #26003 ENGINEERING SERVICES FOR FIRE ALARM & SPRINKLER SYSTEM ASSESSMENT, REPAIR & REPLACEMENT

This AGREEMENT is entered into by and between Lake County and Rolf Jensen & Associates, 600 W Fulton St, Ste 500, Chicago, IL 60661 (hereafter "Contractor").

RECITALS

WHEREAS, Lake County is seeking a Contractor to Engineering Services for Fire Alarm and Sprinkler System Assessment, Repair & Replacement; and

WHEREAS, the Contractor is a professional provider of Fire Alarm and Sprinkler Engineering Services; and

WHEREAS, Central Services issued Request for Proposal Number 26003 in connection with this procurement; and

WHEREAS, Central Services and the selection committee have determined that the Proposal submitted by the Contractor on January 17, 2006 best serves the interests of the County; and

WHEREAS, the Lake County Board passed a resolution at its regular meeting on March 14, 2006, authorizing the Director of Central Services to execute this Agreement;

NOW, THEREFORE, Lake County and the Contractor agree as follow:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between the County and the Contractor are:

- A. This Agreement
- B. Request for Proposals (RFP) Number R26003 and Addendum 1 dated January 9, 2006
- C. Contractor Response to Request for Proposals Number R26003 dated January 17, 2006

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

SECTION 2. SCOPE OF WORK

The Engineer shall review the program furnished by the County to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the County.

The Engineer shall provide a preliminary evaluation of the County's program, schedule and construction budget requirements.

The Engineer shall review with the County alternative approaches to design and construction of the Project.

Based on the mutually agreed-upon program, schedule and construction budget requirements, the Engineer shall prepare, for approval by the County, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components within the established County budget.

The Engineer shall receive site description and information, as applicable, from the County.

The Engineer shall have the sole responsibility to work with all permitting agencies, whether local, County, State, or Federal to insure all Code requirements are incorporated into the design and specifications for the Project. The Engineer shall act as liaison with all public agencies during the conceptual and final design phases, as well as during the approval process.

The Engineer shall submit to the County a total project cost estimate.

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project, the Engineer shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Engineer shall prepare of the necessary bidding information and bidding forms.

The Engineer shall assist the County and the Engineer in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

The Engineer shall provide administration of the Contract for Construction.

The Engineer shall be a representative of and shall advise and consult with the County during construction until final payment to the Engineer is due. The Engineer shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.

The Engineer shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the County and Engineer in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. The Engineer shall carefully, frequently and thoroughly review the quality and quantity of work performed by the Construction Contractor and shall issue written reports.

Based on the Engineer's observations and evaluations of the Engineer's Applications for Payment, the Engineer shall review and certify the amounts due the Engineer.

The Engineer shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Sub Contractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

The Engineer shall review and approve the Engineer's submittals such as Shop Drawings, Product Data and Samples.

The Engineer shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Engineer for the County's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Any proposed cost increases shall be evaluated to be offset by savings elsewhere in the Project. The Engineer shall notify the County of all changes authorized.

The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the County for the County's review and records written warranties and related documents required by the Contract Documents and assembled by the Engineer, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

The Engineer shall interpret and decide matters concerning performance of the County and Engineer under the requirements of the Contract Documents on written request of either the County or Engineer. The Engineer's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

SECTION 3. DURATION

This AGREEMENT shall be effective through the term of the capital improvement project(s) described herein.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify, save harmless and defend the 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 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 Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Engineer agrees to satisfy the insurance requirements of the County.

SECTION 6. AGREEMENT PRICE AND PROJECT BUDGET

The County will pay to the Engineer \$19,800 for Phase I Project Survey, Evaluation and Budget. Phase II and Phase III services will be based upon the established scope of work determined during Phase I analysis. Prices for Phase II and Phase III services will be negotiated up to the proposal price submitted.

The construction budget for this project, inclusive of change orders, shall not exceed \$650,000

SECTION 7. COMPENSATION

Compensation for each project shall be made as follows: \$4900 upon completion of Phase I for the Adult Correctional Facility Sprinkler System, \$4900 upon completion of Phase I for the Adult Correctional Facility Sprinkler System, \$3,500 upon completion of Phase I for the Belvidere Medical Center Fire Alarm System, \$3250 upon completion of Phase I for the Communications Center Sprinkler System, and \$3250 upon completion of Phase I for the Lake County Courts and Administrative Complex Sprinkler System.

Phase II and Phase III services will be based upon the established scope of work determined during Phase I analysis. Prices for Phase II and Phase III services will be negotiated up to the proposal price submitted.

SECTION 8. PAYMENT

The Engineer may submit invoices for work performed on a monthly basis up to the level of each deliverable less a 10% holdback until each deliverable is completed and accepted by the County. The Engineer shall submit invoices detailing the services performed in accordance with the payment provisions of this Agreement. Payments shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 9. 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 standard details and specifications. The County shall be furnished with the plans via electronic format and with reproductions of drawings and specifications as the County may reasonably require. Upon completion of the Engineer's Work or any earlier termination of this Agreement, as provided for herein, the Engineer will revise drawings to reflect changes as authorized and made during construction and he will promptly furnish the County with the plans via electronic format and one complete set of reproducible record prints. Prints shall be furnished, as an additional service at any other time requested by the County. All such drawings and specifications shall be the property of the County who may use them without Engineer's permission for any current or future Lake County project.

SECTION 10. SCHEDULE:

The Engineer shall submit for the County's approval a schedule for the performance of the Engineer's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Engineer or County.

SECTION 11. OWNER'S REPRESENTATIVE:

The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

SECTION 12. CONSTRUCTION COST:

The Construction Cost shall be the total cost or estimated cost to the County of all elements of the Project designed or specified by the Engineer.

The Construction Cost shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Engineer, plus a reasonable allowance for the Engineer's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

Construction Cost does not include the compensation of the Engineer and Engineer's consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the County.

If a fixed limit of Construction Cost is exceeded by the lowest bon a fide bid or negotiated proposal, the County shall:

- give written approval of an increase in such fixed limit;
- authorize re-bidding or renegotiating of the Project within a reasonable time;
- if the Project is abandoned, terminate the Engineer contract; or
- cooperate in revising Project scope and quality as required to reduce Construction Cost.

If the County chooses to revise the project scope, the Engineer, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit.

SECTION 13. TERMINATION:

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice.

The County may, at any time, terminate the Contract for the County's convenience and without cause. Upon receipt of written notice from the County of such termination for the County's convenience, the Engineer shall:

- Cease operations as directed by the County in the notice;
- Take actions necessary, or that the County may direct, for the protection and preservation of the Work; and
- Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and Purchase orders.

In case of such termination for the County's convenience, the Engineer shall be entitled to receive payment from the County for work completed to the termination date in accordance with the terms and conditions of this contract.

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

SECTION 14. 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 15. INDEPENDENT CONTRACTOR

The Engineer is an independent Engineer and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

SECTION 16. WARRANTS

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 infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 17. 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 18. MODIFICATION

This AGREEMENT may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 19. 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 20. 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 21. 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 22. DELIVERABLES

1. Provide written report to summarize deficiencies, recommend corrective actions, and estimate the total project budget for the Babcox Justice Center Sprinkler System Evaluation & Repairs
2. Provide written report to summarize deficiencies, recommend corrective actions, and estimate the total project budget for the Babcox Justice Center Fire Alarm System Evaluation & Replacement
3. Provide written report to summarize deficiencies, recommend corrective actions, and estimate the total project budget for the Belvidere Medical Center Fire Alarm System Evaluation & Replacement
4. Provide written report to summarize deficiencies, recommend corrective actions, and estimate the total project budget for the Communications Center Sprinkler System Evaluation & Repair
5. Provide written report to summarize deficiencies, recommend corrective actions, and estimate the total project budget for the Lake County Courts and Administrative Complex Sprinkler System

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

Lake County:

Rolf Jensen & Associates:

JONI F. YOUNG, C.P.M.
Director of Central Services

_____ signature
_____ name
_____ title

Date _____

Date _____