

**AGREEMENT #19193 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and HDR Architecture, Inc. ("Consultant"), 30 N. LaSalle Street, Suite 3220, Chicago, Illinois 60602-3348

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for Architectural and Engineering Services for the Renovation of Administrative Tower 10th Floor as noted in the Consultant's proposal dated November 14, 2019, ("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 November 14, 2019.

SECTION 2. SCOPE OF WORK

A. Design Development Phase (6-8 weeks)

1. HDR will complete a preliminary Design Development package to include floor plans, ceiling plans and preliminary engineering schematics.
2. HDR will analyze the impact of egress and code compliance for the renovation. HDR will meet with the authority having jurisdiction (AHJ) for preliminary code review discussions.
3. HDR will prepare a cost opinion.
4. Deliverables:
 - Architectural Plans (Floor, Ceiling, Fire Code),
 - Exterior Envelope related to window replacement (Elevations/Sections),
 - MEP/FP system schematics/diagrams and major equipment/device/fixture locations.
 - Interior Finish Plans and preliminary Interior Elevations
 - Outline Specifications
 - Supporting Design Data and Cost Opinion

B. Construction Documents (8-12 weeks)

1. Based on approved design development documents presented in the prior stage, HDR will complete a set of architectural, electrical, mechanical plans including relevant schedules, diagrams, details and specifications which will be used for permitting, bidding, and construction purposes. (Civil/Site are not anticipated and not included). Structural documentation will be limited to details relating to architectural upgrades at windows, stair modifications and the cooling tower.
2. Construction Documents will address conditions that are either represented on the as-built drawings or observable for the areas affected by the proposed scope of work described in the

Project Description.

- Selective Demolition Plan
- Floor Plan and Ceiling Plans
- Interior Finishes Schedule/Notes.
- Exterior Elevations and Wall Sections related to window replacement.
- Mechanical-HVAC and Plumbing Plans
- Electrical-Power, Lighting Plans and related Low Voltage Devices
- Technical Specifications for the above items.
- Applicable Details, Schedules, Diagrams and Notes for the above items.
- Front end documents developed and provided by the County.

.C. Engineering Scope

1. Design of modifications to existing mechanical systems including:
 - a. Fire protection systems:
 - i. Sprinkler zone designations (zone numbering, zone occupancy classifications and sprinkler types to be installed in each zone).
 - ii. Specification of the fire protection system to serve the TV control room.
 - iii. Specifications for contractor furnished hydraulically calculated piping installation drawings. Piping locations and sprinkler heads will not be shown on our documents.
 - b. Plumbing systems:
 - i. Domestic hot and cold water for the new restrooms.
 - ii. Sanitary drainage and venting for the new restrooms.
 - c. HVAC systems:
 - i. Heating, ventilating and air conditioning.
 - ii. Direct digital control (DDC) system.
 - iii. Supplemental cooling for TV control room.
 - iv. Modifications to the AHU serving this floor.
2. Design of modifications to existing electrical systems including:
 - a. Power distribution and grounding.
 - b. Interior lighting and controls.
 - c. Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.
 - d. Fire alarm.
3. Design of technology systems including:
 - a. Voice and Data Structured Cabling System: Design of an EIA/TIA-compliant structured cabling system, designed under the direction of a BICSI-registered RCDD. Services include:
 - i. Design of service entrance including:
 1. Requirements for extension of riser and associated cable infrastructure from demarcation in service entrance facility to tenant space.
 - ii. Design of telecommunications equipment rooms and computer room including:
 1. Design and layout of all equipment and telecommunications rooms including:
 - a. Equipment racks and cabinets.
 - b. Wire management.
 - c. Internal room pathways.
 - d. Termination equipment.
 - b. Coordination of electrical and mechanical requirements with other Engineers.

4. Design of backbone cabling system including:
 - a. Optical fiber and copper cabling interconnection of telecommunications rooms for voice and data systems.
 - b. Design of pathways including risers and conduit.
5. Design of horizontal cabling system including:
 - a. Cabling from the telecommunications rooms to the voice, data and television information outlets.
 - b. Determination of pathway sizes, locations and routing.
 - c. Design of termination requirements of the cabling in the telecommunications rooms and at the information outlet.
 - d. Design of information outlet configuration, location and labeling requirements.
6. Design of telecommunications related grounding system to meet the requirements of EIA/TIA 607.
7. Wi-Fi Systems:
 - a. Provide a preliminary wireless layout based on theoretical computer modeling of the space. Provide cabling design based on the computer modeling.
 - b. Recommend adjustments to the wireless infrastructure based on the results of a RF survey provided by others.
8. Prepare applicable structural, mechanical, electrical and technology specifications.
9. Prepare contract documents that are suitable for pricing and construction purposes.

SECTION 3. DURATION

This Agreement shall be effective upon execution and shall be effective until for 100 weeks 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 fee of \$451,500 for deliverables identified in the Consultant's proposal dated November 14, 2019 and will bill the County not more than once per month based upon the actual expense reimbursement. The following services are included in this contract:

Professional services as a Lump Sum contract including expenses for Design Development	\$78,000
Professional services as a Lump Sum contract including expenses for Construction Documents	\$86,000
OPTIONAL SERVICE #1 – REPLACE COOLING TOWERS AND RE-ROOFING OF ADMINISTRATIVE TOWER - Schematic Design	\$15,000
OPTIONAL SERVICE #1 – REPLACE COOLING TOWERS AND RE-ROOFING OF ADMINISTRATIVE TOWER - Design Development	\$40,000
OPTIONAL SERVICE #1 – REPLACE COOLING TOWERS AND RE-ROOFING OF ADMINISTRATIVE	\$50,000

TOWER - Construction Documents	
OPTIONAL SERVICE #2 – MODERNIZATION OF ELEVATORS - Schematic Design	\$15,000
OPTIONAL SERVICE #2 – MODERNIZATION OF ELEVATORS - Design Development	\$30,000
OPTIONAL SERVICE #2 – MODERNIZATION OF ELEVATORS - Construction Documents	\$35,000
OPTIONAL SERVICE #3 – EXPANDED WINDOW OPENING OR REPLACING EXTERIOR WITH CURTAINWALL - Design Development	\$31,000
OPTIONAL SERVICE #3 – EXPANDED WINDOW OPENING OR REPLACING EXTERIOR WITH CURTAINWALL - Construction Documents	\$36,000
OPTIONAL SERVICE #4 – AV SERVICES FOR LAKE COUNTY TV and AV SYSTEMS DESIGN	\$35,500
Total Contract Amount	\$451,500

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 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:

HDR Architecture, Inc.
30 N. LaSalle Street, Suite 3220
Chicago, Illinois 60602-3348

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:

HDR Architecture, Inc.

Purchasing Agent
Lake County

Title

Date _____

Date _____