

**AGREEMENT #17067 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (hereinafter “County”) and DLR Group (hereinafter “Contractor” and or “Consultant”), 333 West Wacker Drive, Suite 400, Chicago, IL 60606.

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide architectural and engineering services for Depke’s roofing replacement, upgrading the fire alarm system, and installing new security and locking systems as noted in the Contractor’s proposal dated February 27, 2017, (the “Services”); and

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

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

SECTION 1. AGREEMENT DOCUMENTS

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

- A. This Agreement and all exhibits thereto; and,
- B. The Contractor’s proposal, dated February 27, 2017 Exhibit 1

SECTION 2. SCOPE OF WORK

The Contractor shall provide architectural and engineering services for Depke’s roofing replacement, upgrading the fire alarm system, and installing new security and locking systems as described in Exhibit 1.

SECTION 3. DURATION

This Agreement shall be effective as of the date the County gives Contractor notice to proceed, and shall be effective for 18 months from the initial notice to proceed unless the scope and schedule are modified pursuant to Sections 6, 15, or 16.

The services are complete upon a determination of completion by the County, which determination shall not be unreasonably withheld. 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, the 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 the Contractor a fee not to exceed \$133,490 for deliverables identified in the Compensation Summary Section of Contractor’s proposal dated February 27, 2017, and will bill the County not more than once per month based upon the actual expense reimbursement.

SECTION 5. INVOICES & PAYMENT

A Purchase Order will be issued for the work and Contractor shall submit invoice(s) detailing the products and services provided and identify the Purchase Order number on all invoices. All Payments shall be made in accordance with the 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

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

SECTION 8. INSURANCE

The Proposer shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

Workmen's Compensation Insurance covering all liability of the Proposer arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive Automobile Liability to include, Bodily Injury, Property Damage:

General Aggregate limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

named as additional insured **by endorsement** as their interest may appear;

provided with thirty (30) days notice, in writing, of cancellation or material change;

Provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 No. County St. – 9th Fl., Waukegan, IL 60085-4350.

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

SECTION 9. INDEPENDENT CONTRACTOR

The Contractor 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 Contractor's manner, detail, or means by which Contractor 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 the Contractor relative to this Agreement shall be addressed to the Contractor at the address shown herein below:

DLR Group
Attn: Jake Davis AIA, LEED AP
333 West Wacker, Suite 400
Chicago, IL 60606

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, 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.

SECTION 16. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that customer is 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.)

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

Lake County:

DLR Group:

Purchasing Agent
Lake County

Title

Date _____

Date _____

February 27, 2017 - Revised

333 West Wacker Drive
Suite 400
Chicago, IL 60606

o: 312/382-9980
f: 312/382-9985

Jeremiah Varco
Facilities Director
Lake County
18 N. County St., 9th Floor
Waukegan, IL 60085

Re: Scope of Work Proposal
Project Name: Robert W. Depke Juvenile Justice Complex Expansion – Interim Facilities Project

Dear Mr. Varco:

Thank you for your continued interest in working with DLR Group and for requesting our approach and proposal for the implementation of interim facilities improvements to the Robert W. Depke Juvenile Justice Center. Our work at the complex with you, your staff, and the judicial stakeholders in planning the new courts addition, conceptually planning the future phases and master planning the site has been highly rewarding for us and we are poised to make the next logical step and thrilled to have the opportunity to continue our work. We have worked closely with our team and consultants in developing the following services:

Interim Facilities Remodeling

After occupancy of Phase 1 and prior to the full funding for Phase 2, the County has needs to update and maintain the existing facility and to expand and improve capabilities of key building systems. With the possibility of funding the more comprehensive design for the Phase Two improvements and new construction in some doubt in the near term, there are immediate needs to continue the operations of this highly secure and occupied facility.

Phase 2 Scope Proposal Approach: We have assembled a project scope in the pages that follow reflecting our understanding of the needs for the building improvements needed on this interim basis.

Our understanding is that there are three major scope items that make up this renovation. These include:

- A. Architectural Envelope Improvements: Roofing Replacements
- B. Engineering Improvements: New Fire Alarm System
- C. Secure Systems Update: New Security Systems, Locking Control Replacement

We propose this scope above will be accomplished by DLR Group Architects and Engineers and our consultant R&N Systems Design. Detailed scopes follow:

Roofing Replacements - \$19,800

We understand the scope for this envelope update is to replace the roofing on the flat roof areas of the Depke facility.

- We will work with facilities staff and our engineers to develop a specification for roofing and insulation.
 - Two (2) Meetings with County Staff
- SD, DD, CD: Roofing plans for the areas in question
- Bidding: DLR Group will provide responses to any question relating to the above scope of work and prepare addenda items as necessary.
- Construction Administration: Review of roofing submissions and reports. Up to six (6) field visits, review of warranties.

New Fire Alarm System - \$14,850

We understand the scope here is to furnish a new fire alarm system with mass notification for all areas of the Depke facility other than Phase 1.

Site Survey and Verification: Site survey the additional building and verify areas not previously surveyed in area BCD.

- Site survey of face-it, WRS and detention PODs
- Areas BCD

Fire Alarm Demolition plan SD, DD, CD: Demolition plans for area BCD and additional areas including meetings and discipline coordination.

- Face-it, WRS, Detention pods
- Area BCD

Fire Alarm Design Plan SD, DD, CD: Fire alarms design for area BCD and additional areas including meetings and discipline coordination.

- Face-it, WRS, Detention pods
- Area BCD

- Specifications
- Bid questions and approvals
- Submittal Review
- Construction Administration questions and up to six (6) field visits
- Final Inspection

Security System and Locking System Replacement - \$72,040

Our scope is to include a locking control retrofit of the existing facility so that the final installation

is a completely integrated system. We can use the housing plans (SS1.2 and SS1.3) with minor changes for the DD level submission from the recently completed Phase II addition renovation. We will have to provide a new administration area plan as we are retrofitting the existing without the new renovations. We would generate new SS1.1 and SS1.4 plans.

We will survey the existing security electronics in the existing administration and incorporate current devices as installed. We would plan to reuse the existing devices and wiring as currently installed.

In reference to the Security Electronic system our services will include Locking Controls, Intercom / Paging, CCTV (Integration only), and Access Control systems. We will provide an appropriate level of narratives, plans, and specifications for each system. We will work with the County's selected integrator to provide he controls to match those in the jail as requested in the Phase II DD set. The specification sections involved would include the following:

Section 275123 - Intercom and Paging System

Section 280500 - Common Work Results for Electronic Safety and Security

Section 280500.1 - Uninterruptible Power Source

Section 280500.2 - Conduit and Raceways (for the security electronic systems)

Section 281300 - Access Control System (integration only)

Section 282300 - CCTV Video Surveillance (Integration only)

Section 284600 - Computer Touchscreen Control Station

Section 284619 - PLC Electronic Detention Monitoring and Control Systems

We would anticipate that our services by phase would be as follows:

1. Design Development:
 - a. The goal is an efficient system for the owner to operate the facility as constructed. We would plan on reusing existing devices and wiring to the greatest extent possible. We would upgrade the head end controls with new components. We will observe existing systems operations and note deficiencies observed or reported by staff. A complete test of existing devices that remain will be performed by the successful contractor at the time of replacement of the existing system.
 - b. Provide security electronics device layout on floor plans for existing area. We will modify the SS1.2 and SS1.3 sheets from Phase II and add new SS1.1 and SS1.4 sheets.
 - c. We would also provide specifications and catalog cut sheets of all systems and equipment in our scope.
 - d. Meet with the owner to present/review design.
2. Construction Documents:
 - a. If the County is comfortable with what has been submitted for Phase II as the DD set of this Locking Control Retrofit, then we could start with 50% Construction Documents as the first formal submission. We will confirm the existing devices either before or after this meeting with owner.
 - b. We will coordinate the County's control vendor for specific components in each area to ensure new electronics fit in the existing spaces.

- c. After this meeting and coordination, we will complete Construction Documents including specifications and plans. We will coordinate power and HVAC requirements and review and recommend mechanical cooling for security systems.
 - d. One issue is the location of the main electronics. In the Phase II project, there was a new space provided for the electronics. If this room will not be provided for the Locking Control Retrofit, then an alternate approach must be developed.
 - e. Knowing that there is Phase II plan for the future, we will provide empty conduit or future fiber as required for Phase II installation to minimize needless rework of existing areas.
3. Bidding and Negotiating:
- a. R&N will assist DLR with responses to any question relating to the above scope of work and prepare addenda items as necessary.
4. Construction Administration:
- a. Review shop drawing and product data submittals.
 - b. Participate in Factory Acceptance Test.
 - c. Respond to any RFI relating to the above scope of work.
 - d. Assist in preparation of COR, PR's, or ASI's as needed.
 - e. Review price proposals as they relate to the above scope of work.
 - f. Provide site inspections of the above scope of work to confirm quality of installation of systems and equipment and up to six (6) field visits

Sub-Consultants:

DLR Group is an integrated design firm with architects, engineers and specialty services provided "in-house" for all architectural services, structural engineering, mechanical engineering, plumbing engineering, electrical engineering, information technologies engineering, security design, energy modeling, and sustainable design services.

Our consulting sub-consultants retained for this project are as follows:

Security Design
R&N Systems Design, LLC
9053 Stone Walk Place
Germantown, TN 3813

Compensation Summary: DLR Group proposes to furnish the basic services for the compensation identified in the following fee schedule:

Depke Interim Facilities Project Services

Interim Facilities Design:

- Roofing Replacements \$19,800
- New Fire Alarm System \$14,850
- Security System and Locking System Replacement \$72,040

Total Base Services Design \$ 126,490

- Reimbursable Expenses \$ 7,000

Total Interim Facilities Project \$ 133,490

Authorized Signatory: As a Principal for DLR Group, Jake Davis, AIA, LEED AP will have the principal responsibility for signing all contracts, as well sealing and signing applicable Construction Documents for DLR Group.

I look forward to discussing this proposal in detail once you have had time to review. Please call me at your earliest convenience to schedule a time we may meet. Thank you for this opportunity to be of service and we look forward to working together with Lake County.

We are confident you will find our experience along with our scope aligns with the project requirements and our experience brings value to your project.

Should you have any additional questions, please contact me directly. Thank you for time and consideration and we look forward to working with you.

Sincerely,

DLR Group



Jake Davis, AIA, LEED AP
Principal, Vice President