

**AGREEMENT #21164 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and DLR Group inc., an Illinois corporation ("Consultant"), 333 West Wacker Drive, Suite 850, Chicago, IL 60606

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for Robert W. Depke Juvenile Justice Complex Expansion as noted in the Consultant's Scope of Work and Fee Proposal dated September 23, 2021, Revision 1, ("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 the following order of precedence:

- A. This Agreement; and,
- B. Consultant's Scope of Work and Fee Proposal dated September 23, 2021, Revision 1.

SECTION 2. SCOPE OF WORK

Phase 2 Expansions / Remodeling

After occupancy of Phase 1, Phase 2 bridge projects will look to systematically remodel the existing courtroom/hearing room area, FACE-IT Program bar and justice agency office areas to accommodate adapted office space for justice agencies to operate more efficiently. The steps in the scope include the following:

A brief revisiting of the Phase 2 master plan will kick off the Phase 2 Bridge Projects. Consultant will meet with stakeholders from the 19th Judicial Administration, Probation, and Facilities to understand how priorities may have changed with new administrators in place since the last design iteration. Consultant understands that new thinking about non-detention residential programs is in place and that how to best serve the needs of the detention and courts on the Depke Campus for years to come. Consultant wants to be sure that the individual bridge projects are generally in step with the overall direction. Consultant will document new memorable goals, as well as to arrange priorities, program for the new elements and understand the staffing implications.

There are other potential project needs that will be examined in the master plan which may result in a larger capital outlay than the \$1M for each of the Phase 2 Bridge projects. These may include the construction of a new, third hearing room in the Phase 1 Courthouse. These needs will be examined, as they represent strategic pieces that will help unlock other needs throughout the facility that are part of the Phase 2 Bridge projects. They will require new funding requests at the County Board level.

Following the completion of the master planning update and at the concurrence of Lake County Facilities, Consultant will start the design process for the totality of the four \$1M Bridge Projects, which are as follows:
Phase 2.1 Bridge Project - FY22, \$1M Construction Cost

- FACE-IT Remodel

- FACE-It area will be expanded to allow the program to grow to include girls and account for gender neutrality in the growth of this non-detention residential diversion program.
- Interior remodel to update the area to include a common sleeping room and program room design standard that considers the latest in secure normative environment and healthcare planning, to ensure safety and comfort.
- A new laundry room for the facility will be located within the FACE-IT bar of the facility.
- Central Control Updates, to include
 - New emergency power.
 - Standing desk install.
 - Electronic Key Cabinet.
- Other Phase 2.1 Updates to include:
 - Fire caulk wall penetrations in corridors to adjacent uses.
 - Fire Alarm programming for microphone in Phase 1 Courthouse.
 - Fire Alarm programming for mass notification in Phase 1 Courthouse.
 - POD smoke activation dampers and actuators replacement.
 - Old Court lobby/public hallway replace emergency exit crash bars with 20 sec delay egress and tie-in with Genetec Security System (Qty 4 doors).

Phase 2.2 Bridge Project - FY23, \$1M Construction Cost

- Relocate/Swing space for Court Admin staff
 - Build out new Booking and Intake/holding area, to allow for sally port created in Phase 1 to be used for secure services.
 - Phase II Roof Replacement.
 - Phase II RTU Replacement, scope to be confirmed.
 - Window Replacement throughout renovated areas, scope to be confirmed.

Phase 2.3 Bridge Project - FY24, \$1M Construction Cost

- Build out new Loading and Receiving within Facilities area at east end of central bar
 - Build out new Facility Operations Shop.
 - Realign emergency exit corridor for East wing.
 - Build out new Detention Staff Employee Lounge, locker rooms, and break area currently in the Mansion into the main area of Depke to allow for demolition of the Mansion.

Phase 2.4 Bridge Project - FY25, \$1M Construction Cost

- Probation Department Swing Space
 - We will re-program and study splitting apart the Probation Department to allow for public facing areas and interview suites to be in one location and office areas to be in another. Can be part of the Master Plan Phase 4.
 - Probation may be remodeled completely or partially in place.
 - Portions of Probation may be swung temporarily to space on the third level of the Courthouse, in the space that was shelled for the future large courtroom on the east end.

SECTION 3. DURATION

This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 15 shall be effective until the date the work is complete.

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

Lake County shall make periodic payments to Consultant based upon actual progress against the Lump Sum fees shown below within 30 days after receipt and approval of invoice. Said payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

Design:	
Master Plan Update	\$37,000
Bridge Project Design (PD-CD only)	\$635,000
Reimbursable Allowance:	\$22,000

- *Includes PM, Architecture, Structural, MEP, Security, Interiors, Healthcare for DLR Group
- *Civil, Landscape Architecture, Detention Specification and Cost Estimating by consultants
- *Notation of phasing implications and staff swing space indications

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

The Consultant shall indemnify and defend Lake County and its employees from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees or its Sub-consultants in performance of professional services. The Consultant's duty to indemnify Lake County under this Section 7 shall be limited to the available proceeds of the insurance coverage up to the amount of insurance coverage required by this Agreement.

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 Consultant's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

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 Consultant'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

The Consultant'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:

\$ 3,000,000 per occurrence/\$3,000,000 Aggregate

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

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

\$ 3,000,000 per claim/\$3,000,000 Aggregate

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.

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 Consultant's 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 Consultant.

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:

DLR Group, Attn: Jake Davis
333 West Wacker Drive, Suite 850
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, 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

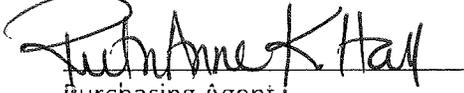
The parties acknowledge and agree that Consultant shall retain ownership of the copyright in and to all pre-existing materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of the Project and used in connection with the Project and/or incorporated into the Products of Service (defined below) (the "Pre-Existing Materials"). Consultant hereby grants to Lake County a nonexclusive, royalty free, and non-transferrable right and license to use Pre-Existing Materials as part of or in connection with the work. All drawings, specifications, and other documents, but excluding the Pre-Existing Materials, prepared by or for the Consultant pursuant to this Agreement shall be in PDF and CAD format, reproducible by Lake County, and shall be the property of Lake County for all purposes, including copyright ("Products of Service"). Lake County hereby grants the Consultant a nonexclusive and non-revocable license to reproduce the Products of Service for purposes relating to Consultant's performance of this Project, for the Consultant's archival records, and for the Consultant's reproduction of drawings and photographs in the Consultant's marketing materials. Pre-Existing Materials and Products of Service are collectively referred to as "Instruments". If Lake County uses the Instruments on any other project in which Consultant is not involved, Lake County agrees to (i) remove Consultant's name from the title block of any of the Instruments in question and (ii) indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant arising out of or relating to the use by Lake County of any of the Instruments with such other project. Lake County also agrees that if any of the Instruments are modified in connection with the Project and Consultant is not retained to provide services in connection with such modification, Lake County shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and arising out of (but only to the extent of) such modification; provided, however, nothing herein shall be deemed to release Consultant from liability for that portion of the Instruments in question prepared by Consultant, its employees, or Subconsultants which were not modified.

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:



Purchasing Agent
Lake County

Date Jan. 5, 2022

DLR Group inc., an Illinois corporation



Jake Davis, AIA, LEED AP
Vice President

Date 11/22/21