

**MODIFICATION NO. 2
TO AGREEMENT 21164
Robert W. Depke Juvenile Justice Complex Expansion**

This Modification to Agreement 21164 ("**Modification**") is made effective upon signing by Lake County, IL ("**County**") and DLR Group, Inc. ("**DLR**"), with principal offices at 333 West Wacker Drive, Suite 850, Chicago, IL 60606. The County and DLR are referred to as the "**Parties**."

RECITALS

WHEREAS,

1. DLR was awarded a contract by the County, in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/1 et. Seq, to provide professional services for the Robert W. Depke Juvenile Justice Complex Expansion, which was executed on January 5, 2022.
2. The Agreement anticipated subsequent services to be added to the project scope and executed as modifications.
3. The Parties executed Modification 1 on February 22, 2024 to add six services and this Modification 2 adds three services to the scope of the project.
4. The Parties have agreed to amend the terms of the Agreement as set forth in this Modification.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be modified as follows:

Section 2. Scope of Work

The Parties identified three services required to complete the project which shall be incorporated into the scope of work. DLR's proposal, attached as Exhibit A, outlines a detailed scope of work for each service item listed below.

1. Additional Design Scope
2. Bid Document Preparation
3. Construction Administration

Section 4. Agreement Price

Lake County shall increase amount of the Agreement by \$400,000 as shown in the cost breakdown below, making a total not to exceed amount of \$1,540,883.

| | |
|----------------|-------------------|
| Service Item 1 | \$ 170,000 |
| Service Item 2 | \$ 30,000 |
| Service Item 3 | \$ 200,000 |
| <u>Total</u> | <u>\$ 400,000</u> |

CONTRACT MODIFICATION EXHIBITS

- Exhibit A: DLR's proposal dated August 12, 2024.

REMAINING PROVISIONS: The remaining provisions of the Agreement are not amended by this Modification and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Lake County

Yvette Albarran

Purchasing Agent

Date: _____

DLR Group Inc.



Name: Jake Davis, AIA, LEED AP

Title: Vice President

Date: September 13, 2024



DLR Group inc.
an Illinois corporation

333 West Wacker Drive, Suite 850
Chicago, IL 60606

August 12, 2024

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

Re: Additional Service Scope of Work Items and Fee Proposal
Project Name: Robert W. Depke Juvenile Justice Complex Expansion – Phase 2 Bridge Projects

Dear Mr. Varco,

Thank you for your continued support and collaboration working with DLR Group on the Depke Juvenile Justice Complex. As you are aware, the project became more complex, and the cost followed - inflating the original Depke Juvenile Center Phase 2 updates from around \$6M of projected cost to in excess of \$8M. Likewise, the Health Department project took on additional dimensions beyond what was initially contemplated, with new entrances, activity rooms, mechanical design and coordination in the existing Health Department building, and additional grading and outdoor recreation areas which had impacts on all disciplines.

These changes brought additional value for the County. No longer were these disconnected improvements but consolidated those into one integrated whole. This collection that was once around \$8M in value, but now even the lowest qualified bid has the project positioned as a far more challenging \$13.6M and a more far reaching one that gets the county closer to realizing a long-held goal of transforming the Depke campus into a flexible and future-looking juvenile center that allows for equity-based outcomes.

To get to these transformational outcomes, the design lift, bidding coordination, and robust construction administration efforts all grew to match this larger and more integrated outcome.

This proposal outlines those items and their associated fees for your consideration at the conclusion of this proposal.

Phase 2 Additional Service Items

Item 1 Design Phase

Collaboration Meetings

- Multiple Design collaboration meetings with County due to lack of “as-builts” (historical documentation) of the various buildings and their modifications over the years.

Additional Design Scope Not in Contract

- Cumming: second Cost Estimate Fee, Meetings, Review of Estimate, and Coordination of Estimate with team and County.
- Developed phasing of construction within Revit model and Construction Documents.
 - Reviewed Cotter revision to updated Phasing approach.
- Developed “swing” space AREA E future renovation with furniture layout.
 - Redrew temporary FACE-IT “swing space” plan layout with new and demolished walls and new doors.
- WRS Addition mechanical redesign incorporating existing PEMB building mechanical and ductwork.
- PEMB exterior elevation modifications to coordinate existing ductwork removal and chiller relocation
 - Architectural and Mechanical
- New service ladder and exterior wall modifications at louver well, to access relocated chiller at south side from WRS Mech Equip Room
 - Architectural and Structural
- WRS Existing Mechanical Equipment Room furnace redesign coordination meetings w/ DLR Group Mechanical Engineers and Globetrotters (Lake County Consultant for WRS HVAC updates)
 - Mechanical and Architectural coordination
- Relocate existing chiller from PEMB to south side of existing WRS
 - Civil and Mechanical changes/updated drawings w/ Architectural coordination
- Coordinate and review Globetrotters initial design, locate WRS Addition VAV boxes in existing Mech Equip. Room.
 - All Disciplines

Redesign - Construction Document Phase

Architectural

- FACE-IT floor plan revisions per Furniture package changes
 - Revised Architectural Floor, Finish, and Reflected Ceiling Plans, and MEP/T plans.
 - Added two pair of corridor doors to separate male and female resident rooms and Lounge
 - Deleted both Phone Booth rooms, expanded Lounge area
 - Floor and Reflected Ceiling Plans – Mechanical, Electrical, Plumbing, Technology, and Architectural
 - Relocated both Classroom and Dining Area
 - Multiple rooms affected to accommodate this “flip-flop” of rooms
 - Floor and Reflected Ceiling Plans - Mechanical, Electrical, Plumbing, Technology, and Architectural
- Lack of existing “as-built” drawings required extensive documentation of the Pre-Engineered Metal Building (PEMB, aka Gym bldg.) to properly coordinate column, window, and door locations to connect the new addition structurally and architecturally.
- Due to this same lack of existing “as-built” drawings: extensive architectural, civil and structural investigation and coordination were required at the surrounding grades and existing WRS mechanical equipment room exterior walls were required to connect the WRS addition mechanical crawl space with a new access panel, revised Structural and Architectural drawings
 - Lower crawl space floor slab to align with existing WRS Mech Equip. Room
 - Design framed opening and new door in existing structural foundation wall in existing WRS Mech. Equip. Room, Architectural, Mechanical, and Structural sheets revised

- Added third WRS Addition restroom.
 - Later revise door location and type to a “pocket door” connection to Nurse Exam Room
- Add temp sidewalks from PEMB to existing WRS, coordination between Architectural and Civil
- Add and revise exterior glazing at WRS Addition
- Lack of existing systems drawings required additional Security and Technology coordination meetings, for WRS scope of work, between county and Design Team.
- Change multiple existing doors and/or door frames and doors (door schedule and hardware coordination).

Civil

- Lack of existing utility information throughout the site, specifically to modify the fire main and provide future sanitary lines and grease trap required multiple meetings to coordinate/review site civil utility design with Civil drawing revisions/coordination.

Plumbing

- Lack of existing utility information inside all existing buildings that required renovation and the site, specifically to modify the fire main and provide future sanitary lines and grease trap
- Multiple meetings to rework existing sanitary lines at FACE-IT due to unforeseen sanitary line location/connection that runs through AREA D to serve AREA F. New temp sanitary line required.

Item 2 Bidding Phase

- Bid Document Preparation - Owner Representative (Not in Scope work)
- Multiple meetings with Cotter and Lake County to discuss bid and project schedule.
- Coordination with Cotter on RFI processing, logging, responses
- Unanticipated meetings to review bid RFIs with Cotter and County
- Bid Date extension
 - Expediting numerous last minute RFIs after extension to Bid Due Date.

Item 3 Construction Administration Phase

The Construction Administration Phase fee was based on the original \$8 million Depke renovation and addition construction budget. The \$13.6 million dollar bid demonstrates the much larger scope and complexity required to complete this project. In addition, the complexity of the revised construction phasing, shortened overall construction schedule, and swing space coordination will require additional staff to properly support this accelerated schedule of 15 months. This increase in intensity of work in a shorter schedule will also affect RFI response times, Punch List and Substantial completion reports required for each phase.

It also is evident with over 90 bid RFIs, requests for extensions to the bid due date, multiple bidder facility walk through requests that this project is very complex and will most like encounter many unforeseen conditions, no uncommon in any large-scale renovation project. To properly support the contractor and meet the County’s construction deadline additional time and effort will be necessary.

Fee Comparison

The total gross A/E fee to date, \$962,353.00, equates to 12.03% of the originally assumed \$8 million dollar construction cost. For comparison, if we took the same 12.03% rate, using the low bid amount, \$13.6 million, the additional fee would be \$673,647.10.

Mr. Jeremiah Varco
August 12, 2024
Page 4

We have considered the additional intellect gained and time spent by the design team to be worth some consideration. That and our long-term relationship with Lake County is vital to us.

This change covers the design effort above (item1), as well as bidding coordination (item 2) and the continued effort during construction (item 3) to properly support the County and believe our additional service request represent a reduction of roughly 41% of 12.03% of the current bid value, for a total additional service request of \$400,000. We will provide design staff with the resources to be fully engaged and responsive for the duration of the construction phase

The total Additional Service Fee and breakdown by Item number are listed below.

| | |
|----------------------------------|------------------|
| Additional Service Item 1 | \$170,000 |
| Additional Service Item 2 | \$30,000 |
| <u>Additional Service Item 3</u> | <u>\$200,000</u> |

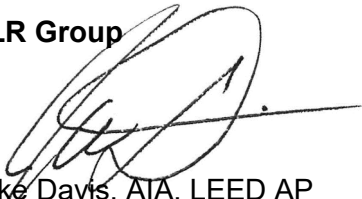
Additional Service Total Fee **\$400,000**

Authorized Signatory: As a Principal for DLR Group, Jake Davis, AIA, LEED AP will have the principal responsibility for signing all contracts, as well as 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 time and consideration and we look forward to working with you.

DLR Group



Jake Davis, AIA, LEED AP
Principal, Vice President