

**AGREEMENT # 12020 ARCHITECTURAL/ENGINEERING DESIGN SERVICES
PHASE 3 JUSTICE AGENCY MASTER PLAN IMPLEMENTATION AND PROJECT DEVELOPMENT STUDY
For LAKE COUNTY**

This Agreement is entered into by and between Lake County hereinafter (“County”) and AECOM Services of Illinois, Inc. 303 East Wacker Drive Chicago, IL 60601 hereinafter (“Architect”).

RECITALS

WHEREAS, Lake County is seeking an Architect to provide Architectural/Engineering Design services for (explanation of project), (location of project); and

WHEREAS, the Architect is a professional provider of Architectural/Engineering Design services; and

WHEREAS, Lake County Purchasing Division issued Statement of Interest Number 12020 in connection with this procurement; and

WHEREAS, the Purchasing Agent and the selection committee have determined that the Proposal submitted by the (Architect) on February 6, 2012 is the most advantageous proposal received, and best serves the interests of Lake County; and

WHEREAS, the Lake County Board has passed a resolution at its regular meeting on (TBD Date) authorizing the Purchasing Agent to execute this Agreement;

NOW, THEREFORE, Lake County and the Architect AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

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

- A. This Agreement
- B. Statement of Interest Number 120202
- C. Prompt Payment Act Exhibit A

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

SECTION 2. SCOPE OF SERVICES

Work to be performed under this contract will include architectural/engineering services (architect-of-record) to provide a complete and comprehensive Master Plan Implementation and Project Development Study that will, once complete, allow Lake County to provide a comprehensive analysis of the Long Term Facilities Master Plan for presentation and consideration by the Judicial Facilities Review Committee (JFRC) and the Lake County Board. Critical components of the Phase 3 project will include interfacing with each operational group within the Lake County Justice Agency (LCJA). Based on the Statement of Interest 12020 and our discussions with Lake County, we have defined our scope of work in two components: 1) Phase 3 Study including Schematic Design Phase and Specialized Services and 2) Documentation and Construction Phase including design development, contract documents, bidding and permitting, construction contract administration and close-out phases.

Phase 3 Study

SCHEMATIC DESIGN PHASE (\$1,153,720)

The Master Plan developed a concept for expansion of the Criminal Court System focused on three specific components of expansion and remodeling. Space planning and development of this concept must occur to assure that the size, location and constructability of each component will support the needs of the criminal justice system. This will include refinement and plan development for the specific space needs of each court agency and the most efficient and effective location for each unit to be housed within the Master Plan concepts. The scope of work will include interfacing with each operational group within the LCJA to accomplish the following:

- Develop schematic floor plans, elevations, sections and material/equipment selections based on the validated program and conceptual floor plans provided by the County developed as part of the Master Plan.
- Develop recommendations on the most appropriate and efficient mechanical and electrical systems which will include envelope and energy conservation strategies including costs and payback periods for those systems being recommended. A review of the adjacent existing mechanical and electrical systems will be included and recommendations will evaluate opportunities for consolidation of major equipment. Planning for future expansion shall also be contemplated in recommendations.
- Develop recommendations on appropriate security technology and hardening practices to be implemented through the construction of new or remodeled facilities integrating this work into the overall campus security plan.
- Submit schematic design documents to the County for review and comment at the 50%, 95%, and 100% completion milestones. Revise the schematic design documents in accordance with County feedback and make a formal final submittal of the schematic design plans for County approval.
- Attend meetings as necessary to advance the work of the Schematic Design Phase for space planning and project development. At a minimum, meetings will occur at the outset of the project (project kick off meetings with each using agency), and at each milestone submittal identified herein. A formal presentation will be prepared and presented by the successful proposer to sufficiently demonstrate project development at each milestone.

The Schematic Design Phase will indicate the improvements and construction anticipated for the project so that a clear direction for subsequent phases can be determined. The objective is to define the general scope, scale, functional relationship, traffic flow and the Project components. The documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials, selection of structural, mechanical, plumbing and electrical system concepts.

Architectural / Engineering services include the following disciplines:

- Management
- Architecture/Demolition Plans
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing & Fire Protection Engineering
- Energy Simulation
- Solar Shading/Daylight Simulation
- Lighting Design
- Site Civil Engineering / Off-Site Utilities
- Acoustical Engineering
- Vertical Transportation
- Low Voltage Systems including: Data-Telecom, Electronic Security, Audio-Video, Jury Call System, Electronic Docket Display, Fire Alarm.

- Sustainability Workshops
- Landscape / Hardscape
- Site and Urban Design
- Signage & Wayfinding
- Life Cycle Cost Analysis
- QA/QC Program

The following is a narrative of the Schematic Design Services:

Workshops There will be a series of workshops that will set the baseline of the project.

General Courtroom + Large Courtroom Function and Design. It will be led by Michael Griebel and will discuss the functional requirements of the general criminal courtrooms. This session will be informed by the results of the Program Validation Workshop pertaining to courtroom deployment and usage. Joining Michael will be our senior court designer Enrique Macia and court designers Frank Castillo and Yiling Deng. Using a BIM model that was developed during Phase 2 of the project, this team will look at sightlines, accessibility, acoustics, lighting, audio-video, storage requirements, and court technologies. The BIM model will be live as adjustments will be made on the fly to the direction of the judges and the design team. We will also use the BIM model to print out a 3/4-inch = 1'-0" model of the courtset components – touching and being able to move pieces is important to help in developing the functional requirements of the courtroom. In addition to the standard trial courtroom, Michael will explore and establish the Large Courtroom function and design parameters. The expected outcome will be the completed functional design of the standard courtroom and determination of the function of the Large Courtroom including the location within the new court tower.

Building Optimization, Massing and Image workshop. Led by Tom Donaghy with High Performance Building Engineer Rob Bolin, and Life Cycle Costing expert Coomy Kadribegovic, this session will combine the disciplines of energy modeling techniques, life cycle costing, and the creative design charrette process to refine the building mass and create a building skin that will optimize energy efficiency, reduces glare to surrounding buildings and within the building, harvests daylight, protects pedestrians from wind, and delivers an image of the Criminal Courts Tower that exhibits a deep understanding of this project's broader significance, supporting and representing the rule of law in our society, the dignity of the judicial system in Illinois, and the importance of the activities within the courthouse.

In Custody Spaces - Led by Henry Pittner, this workshop will explore the types and quantities of in custody spaces in the bullpen, analyze movement routes to the Criminal Courts Tower and the existing Courthouse, and determine the types and quantities of in custody spaces in the new Criminal Courts Tower and existing courthouse. Joining Henry will be detention and security specialist Hugh Lester and electronics security engineer David Campbell. Topics will also include physical security, electronic security, and visitation requirements. Master plan and urban designer, Andre Brumfield, will join the team in the afternoon session to help explore and establish guidelines for technology and hardening strategies of the complete campus.

Low Voltage Systems - This workshop will utilize subject matter experts in building infrastructure, data-telecommunications, commercial TV, audio-video, building control systems, court calendaring, and security systems to define the scope and costs of the low voltage systems that will be used for the project.

MEP Systems / Sustainability - This session will build on the outcome of the Building Optimization, Massing and Image workshop. Led by Rob Bolin, this session will review current MEP systems in the complex, make recommendations for campus consolidation opportunities, and specifically recommend systems for the new Criminal Courts Tower along with recommendations on re-commissioning the existing courthouse and Babcock Center.

Master Plan / Urban Design /Wayfinding - This session will be lead by Andre Brumfield and will include a comprehensive master plan concept for the Lake County Campus including future buildings, parking, circulation, and outlining design guidelines and development strategies. Urban design will cover site context and organization, public / pedestrian spaces, streetscape and landscape, sun/shade/glare and pedestrian wind analysis, and security guideline recommendations including setbacks and hardening. Wayfinding will focus on navigation to the site, and the sequence of parking and entering the complex.

Finishes / FFE – Lead by an AECOM Interior Designer, the focus of this session is to develop a consistent finish palette of the building, review the design of key spaces via a series of vignettes, and define the scope of the FFE.

Full Size Courtroom Mockup - The final session will be the review of a full-size standard criminal courts courtroom mockup. The mockup will be used to test the configuration sightlines and the rooms functionally. Michael Griebel will lead this follow up session. The mockup will be built by the County’s JOC contractor utilizing wood platforms, wood framing, and gator board for all vertical and horizontal spaces.

Management AECOM will perform an inter-disciplinary review of all materials prior to submittal of the 95% schematic design submittal to Lake County. A presentation of the 95% schematic design to the executive committee and the Stakeholders will follow after the submittal and the County’s review of the documents.

Architecture The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, building floor plans, reflected ceiling plans, building sections, typical wall sections, roof plan, and exterior elevations. In addition, the documents will contain enlarged floor plans, interior elevations and reflected ceilings of the courtrooms. Additional information will include a finish plan/schedule, preliminary door/hardware schedule, demolition plan, and area tabulations compared to the program requirements.

Structural Engineering Structural Engineering scope of work includes: narrative of systems, typical floor framing plan, framing plans at unique features, main member sizing.

Mechanical Engineering

Mechanical Engineering scope of work includes:

- Heating, Ventilating and Air Conditioning
- Exhaust Systems
- Heating Plant
- Cooling Plant
- Steam Systems (if any)

Electrical Engineering

Electrical Engineering scope of work includes:

- Site Distribution
- Building Lighting, subject to lighting design below – includes shell space, stairwells, exterior signage (specified by others), indoor parking, prisoner holding and other non-public areas including administration, probation/prisoner intake, law enforcement security & clerk spaces, sally ports and back-of-house spaces as is customary e.g. mechanical rooms, electrical rooms and closets, and elevator machine rooms and pits.

- Circuiting and control for lighting including special zoning and dimming requirements for special areas – basic preset dimming systems are included. Complex, programmable dimming and lighting control will be provided as an additional service. Time clock or occupancy sensor control is anticipated for general office and common areas.
- Building Power
- Emergency Power System
- Life Safety Systems – Fire Alarm System (performance specification)
- Empty Conduit Systems (e.g., telephone, data, security, a/v, etc.)
- Power for systems designed by others including decorative and public area lighting, signage, food facilities, interior design, laundry, telecommunications, audio/visual systems, CCTV, security, pools, water features, etc.
- Location of all outlets and point utility requirements to be detailed on drawings by others, these drawings being provided to the Engineer to allow the Engineer to transfer/incorporate these requirements into the electrical contract documents. Design of switchgear and branch circuits to individual components by others.
- Lightning protection (e.g., distribution, grounding, etc.)
- Fire Alarm System,

Plumbing & Fire Protection

Plumbing and Fire Protection Engineering scope of work includes:

- Building Sanitary Drainage System
- Building Storm Drainage System
- Hot & Cold Water Systems
- Fire Protection System
- Natural Gas System
- Piping provisions for water features and landscape irrigation terminations. Location of all point utility requirements to be detailed on drawings by others, these drawings being provided to the Engineer to allow the Engineer to transfer/incorporate these requirements into the plumbing/fire protection contract documents.

Energy Simulation consulting services:

The following tasks outline a basic set of phase-specific Energy Simulation

- Develop initial energy simulation of the Project using a DOE2-based energy simulation program such as eQuest or IES. The initial version of the simulation model will be used to help advised the design process on the impact of certain energy efficiency strategies, such as increased insulation levels, high performance glazing, daylighting and lighting controls, and high efficiency HVAC systems.
- Simulate up to a maximum of eight (8) Energy Efficiency Measures (EEMs) as part of the basic service parametrically (individually), and bundled (cumulative).

Solar Shading/Daylight The following tasks outline a basic set of phase-specific Solar Shading Simulation consulting services for the project:

- Review current architectural, interior design, and lighting design layouts for potential solar access and daylighting opportunities.
- Provide qualitative support to determine the best methods and opportunities to incorporate daylighting strategies into the building form. Help identify the project daylight goals by identifying space types that have a daylight potential and assisting with a building form that is beneficial for the various daylight strategies. Determine and summarize the building areas where passive strategies, aggressive strategies or no daylighting strategies should be pursued.
- Develop detailed evaluation of the local solar environment; including key solar angles and solar insolation by orientation. Identify the interactive elements between the building form and desirable and undesirable solar radiation.
- Develop ECOTECT model and produce solar shading studies. Identify and illustrate potential techniques for controlling solar gain with the building form or shading elements. Refine the simulation and provide expanded solar radiation studies. Optimize solar shading elements and other fenestration components.

Lighting Design Architectural Lighting Design Services include preliminary luminaire selection and preliminary layouts for the following spaces:

- Main Level
 - Main Lobby and Entry
 - Courtroom and Robing Room
- Second Floor
- High Volume Courtroom
- Cross over lobby
- Chief Judge’s Chamber
- Court Floors 3-7: One Typical Design for the following:
 - Courtroom
 - Judicial Chambers
 - Jury Deliberation Room
 - Conference Room
 - Public Circulation
- Babcox Center: One Typical Design for the following:
 - Courtroom
 - Exterior Areas
 - Main Entrance
 - Building Facade Lighting
 - Landscape Lighting (in coordination with Landscape Architect)

Prepare a narrative lighting design criteria which includes recommendations for: lighting design parameters, luminance levels, description of proposed lighting fixtures, quality and ambiance of illuminated environment, method of control and design sketches as needed.

Site Civil Engineering Site Civil Engineering scope of work includes:

- Obtain existing utility information records. (Electric, gas, telephone, cable etc.)
- Prepare site grading, sidewalk and utility plan
- Prepare schematic detention study and analysis
- Prepare driveway access geometry plan
- Begin to coordinate relocation of any private utilities
- Coordination of ComEd Relocation including:
 - Contact ComEd to request a Field meeting with representatives from their Utility Relocation Department. At this meeting review with ComEd the existing facilities to be relocated.
 - From information collected at the site visit coordinate with ComEd and formulate a utility relocation plan.

- Stormwater Management / Permitting. The Lake County Watershed Development Ordinance (WDO) requires stormwater management for all new development on the site. We envision the following sub-tasks will be needed to develop a stormwater management system for the proposed development.
 - Existing Drainage Facility Investigation: We propose to review the site's current management of stormwater. The purpose behind this task is to identify the current drainage patterns with the intent to be able to effectively tie into the existing system. Further, as part of this task, we will assess any offsite drainage issues to be addressed as they relate to the management of stormwater for this development.
 - Conceptual Stormwater Plan: Based on our review of information made available in addition to a visit to the site, it is our belief that the stormwater management for the proposed building will require a conceptual assessment of alternatives to cost effectively manage the stormwater in accordance with WDO. Therefore, as part of this task, we envision a stormwater assessment of up to two alternatives for which we will summarize the advantages and disadvantages of each such that a sound decision can be made and forwarded into the Schematic Design Phase. It is also at this point that we will solicit comment from Lake County as to their preferred alternative as it pertains to managing the stormwater for the proposed development.
 - Schematic Design Phase: Based on the results of the Conceptual Design Phase, we will define stormwater volume, discharge rates, inverts, high water and normal water levels for the proposed stormwater plan. Although proposed conditions will be initially addressed at the Conceptual Design Phase, it is in this task that the proposed conditions stormwater management system will be solidified in accordance with the WDO such that design plans can be prepared.
 - Tunnel Feasibility. Obtain utility information from City of Waukegan, Gas Company, and electric company serving Washington Street for architect's tunnel feasibility study. Does not include potholing utilities.

Fire & Life Safety (Code) *Prepare Code Summary Report.* Prepare a report to summarize the fire protection and life safety requirements contained in the applicable codes for the project. This report will document the major fire protection and life safety requirements of the applicable codes. The report will document the code requirements for the following:

- Building description;
- Structural fire resistance;
- Fire-rated separations;
- Means of egress;
- Occupant load factors;

- Interior finish criteria;
- Automatic suppression;
- Fire detection and alarm system; and
- Fire department access.
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Prepare Life Safety Drawings. Prepare life safety drawings for inclusion in the three submittals planned for the Phase 3 effort. The life safety drawings will include gross floor occupant load calculations and gross floor required egress capacity requirements. Major locations for fire rated separations will also be identified. Individual room enclosure protection will not be identified at this level of design.

Architectural Drawing Reviews. Review schematic design architectural drawings for fire protection and life safety related concerns. Prepare a letter to document each review. Reviews of each of the three Phase 3 submittals are budgeted.

Water Supply Requirements. Determine water supply requirements for the project. This will include an assessment of whether existing fire pumps in other connected buildings could be used for providing the fire protection water needs for the new courts tower.

Develop Fire Protection Program Report. The report will include enough systems design criteria and details for basic cost estimating of the fire protection and fire alarm systems. The report is also intended to identify areas of the project that are unusual or that may not explicitly comply with the applicable codes. Where there are aspects of the project that may not comply, options for mitigation of such issues will be identified.

Phasing Plan Reviews. Review proposed phasing plans for impacts to fire life safety systems. Reviews for three iterations of phasing plans are estimated.

Acoustics Acoustics scope of work includes establishing room acoustic requirements for atria, public corridors, courtrooms, judicial chambers, jury deliberation rooms, conference rooms, courtroom visitation, and attorney / client rooms including sound isolation requirements (STC), background noise criteria (NC), and reverberation time.

Vertical Transportation Vertical Transportation scope of work includes: The selection, type and quantity of vertical transportation systems, including elevators and escalators, will be based on a vertical transportation traffic analysis. The analysis will be performed by an independent consultant not associated with any manufacturer or elevator equipment supplier.

Drawings to show locations of elevators and escalators and associated equipment rooms based on AECOM's selecting a manufacturer or equipment supplier.

Low Voltage Systems Low Voltage Systems include data-telecommunications, electronic security, audio video systems, jury call system, and electronic docket display. Schematic Design documentation will include:

Data-Telecommunications: define technology infrastructure system concepts (separate / integrated); locate drops in floor plan, riser diagram.

Electronic Security: Develop a room by room security and alarm systems matrix; develop floor plans with security devices indicated; define Security Electronics Systems including:

- Access Control and Alarm Monitoring System
- Video Surveillance System
- Intercom System
- Electronic Monitoring and Control
- Duress System

- Programmable Logic Controller (PLC) Electronic Detention Monitoring Systems
- Computer Based Detention Monitoring and Control Systems
- Building entry package and pedestrian scanning

Audio-Video Systems: Develop a room by room court systems Audio-Video matrix; courtroom technology floor plans; riser diagram

Jury Call System: Outline Specification and riser diagram.

Electronic Docket System: Work with County's vendor to develop an outline specification and riser diagram connecting the new docket system to the existing.

Clock System: Provide plan location drawings and outline specification for wireless clock system.

Sustainability Provide sustainability workshop to review LEED criteria and best practices to consider in the overall building design.

Landscape / Hardscape Develop a landscape conceptual design and hardscape items which consist of building entry stair / ramp structure and adjacent sidewalks at Washington and County Streets. Tasks include:

- Tree preservation and landscape ordinance review
- Schematic Planting Plan
- Schematic Planting Palette and Detail Sheet

Site and Urban Design Site and Urban Design scope of work includes a conceptual study of the County Complex area looking at gateways, building entrances, site amenities, and security. Additionally the scope includes a wayfinding / signage master plan for the county complex identifying four tiers for signage.

Signage Signage scope of work includes signage / graphic design concepts and locations of all relevant sign types including base infrastructure, regulatory signage, and standard "back of house" signage.

QA/QC Program AECOM will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% schematic design submittal to Lake County.

Design Presentations Prepare special design presentations for Lake County Board review of 100% Schematic Design and 100% Final Report. Other presentations to the stakeholders will be developed from design materials as they are developed in the process of design.

Specifications Prepare outline specification manual of all divisions in Unifomat II format.

Assumptions The following are assumptions to our services:

- County will hire independent third party commissioning agent at the start of Schematic Design
- For fee and schedule purposes, the Document and Construction Phase is assumed to utilize a fast-track, multiple bid package CMAR delivery method.
- AECOM will prepare documents to build the full-size courtroom mockup; County will provide a space for the mockup and use its JOC contractor program to build the mockup.

Exclusions The following are exclusions to our services.

- Bid Drawings and Specifications reproduction costs.

- AECOM will not be responsible for any hazardous material identification and required removal.
- Destructive investigation will not be part of AECOM scope of work.
- County will engineer head end low voltage systems equipment; AECOM will identify pathways and spaces, drop points, rack space, and wiring documentation. Electronic Docket Systems will tie into existing system; AECOM has not included engineering of the system.
- US Green Building Council's LEED Green Building Rating System® analysis or documentation.
- Intercom system design and documentation.
- Overhead paging system design.
- Local and Wide Area Network topology, architecture and equipment.
- Fire protection final hydraulic calculations.

SPECIALIZED SERVICES

Workshops Budget Management - Led by Rob Lloyd, this workshop will discuss the soft costs associated with the project, the construction cost model methodology and requirements, and will explore the impact of various delivery methods to the project cost. Rob will be joined by construction cost lead J.R. Anzer, Life Cycle Costing expert Coomy Kadribegovic, and technology integration specialist Chuck Short. Working with the County Director of Finance and County Administration, the team will establish the financial metrics that the project must follow including: establishing the mid-point of construction and the escalation values to be used; establish what costs will be included as soft costs; establish a technology budget; determine life cycle criteria for all systems, and establish potential financing strategies.

Long Range Deployment and Space Allocation Planning - This effort and potential session(s) would be led by Chuck Short and would be intended to continue the Phase 2 discussion regarding the appropriate location of function in the existing courthouse such as the clerk's office, jury assembly space, court administration, and/or early disposition spaces. Much like the programming sessions, Ken Jandura will develop internal adjacency diagrams for each of the stakeholder spaces, develop the functional layout concept and will include special features. John Eckerle will pay close attention to the phasing and implementation within the existing courthouse, while Chuck Short will explore operational issues. The expected outcome will be to determine the final location of each agency space in the existing courthouse over the long term after the development of the new court's annex.

Early Disposition Process - Led by Dan Wiley with court process improvement expert, Chuck Short will (if requested): benchmark successful early disposition programs throughout the county and bring the results to Lake County. During the workshop the team collaborating with Lake County Stakeholders could formulate the metrics, develop an outline of the recommended process, and determine the spatial and operational impacts of the process. Ken Jandura again would again join the team to develop internal adjacency diagrams, develop the functional layout concept and will include special features. The expected outcome will be the final definition of the spaces required that reflects the new operations model.

Phasing, Operational Impacts, Implementation - Led by John Eckerle this team will build on the Phase 2 to refine the phasing plan, explore operational impacts and costs to the phasing plan, and develop a final implementation plan. John will be joined by Chuck Short, and J.R. Anzer. Chuck will evaluate and work with the stakeholders to determine operational impacts of the phasing plans and will work with J.R. to quantify the costs of the impacts. As the renovation specialist with an intimate knowledge of the existing

courthouse, Daniel will develop internal adjacency diagrams for each of the stakeholder spaces, develop the functional layout concept and will include special features. The expected outcome will be the final definition of how the existing courthouse spaces will be backfilled, mitigation concepts and costs for operational impacts, and an implementation plan.

Program Validation (\$77,580)

Lake County will provide AECOM the complete program and statistical analysis completed as part of the operational evaluation and findings of the JFRC. This program shall be used to develop a comprehensive layout and design for criminal courts expansion to accommodate system growth to 2030 and beyond.

Dan Wiley and Chuck Short will conduct the individual departmental work sessions. The discussion with each stakeholder group will review their unique goals and objectives for the project and validate the current program, type of work spaces required, required adjacencies, and future requirements. Our senior court planner, Ken Jandura, will join Dan and Chuck in the meetings and will develop internal adjacency diagrams for each of the stakeholder spaces, develop the functional layout concept and will include special features. Ken will draw on the pre-information that AECOM will develop regarding the program and county-wide room standards. The expected result will be a validated building program, adjacency and functional diagrams of each space. This information will be assembled and serve as the basis for the Program Validation Workshop and will then be given to the design team to incorporate and further develop in the new building. This advance work (the individual departmental sessions) will set the stage for the first three workshops. These workshops, in turn, will set the base information for the project: programming goals, objectives and requirements, courtroom design, and building optimization, massing and image.

The program verification effort will be intensive and focused and is expected to reach basic conclusions within the first week of the project though completion of related workshops and the development of appropriate documentation may take another two weeks to complete.

In order to achieve the target schedule, DWA expects to be on-site for a full two weeks at the very start of the project and to conduct and participate in an aggressive set of meetings and workshops as well as documentation activities. Sub-tasks identified for execution during this time include:

- Review and assess previous space program documentation – DWA will review both the macro-scale construction program and the micro-scale (detailed space lists and drawings) previously developed and will assess them for feasibility, functionality and to the extent possible accuracy.
- Set up Final Space program template (spreadsheets) – It is expected that a new program template (spread sheet format) will be needed for this project and DWA will provide it and translate existing documentation into that format. The purpose of the new format will be to better support the detailed concept and design effort and provide an additional level of detail for review and approval.
- Develop departmental validation interview guides – Based on the review of the existing documentation, DWA will develop individual departmental “Interview Guides” that will help the various groups identified by the County for interviews to be appropriately prepared.
- Conduct departmental interviews (and provide summary notes of same) with the groups identified by the County with focus on:
 - User validation - accuracy of staff counts, accuracy of file estimates, reflective of adjacency interests, appropriate support spaces
 - Operational validation - reflective of organizational preferences, supports effective operational patterns including those related to prisoners, files, staff circulation, public access, courtroom uses and critical adjacency
 - Spatial validation - relevance and applicability of applied standards, consistency with fiscal prudence, comparison with other national or state norms, best application of concept of "shared resources"

- Implementation validation - are these the right priorities, is the sequence logical and as minimally disruptive as possible, can the court continue to operate efficiently and effectively
- Update/refine space program documentation (based on interview results) – As a result of the departmental interviews, DWA will make needed adjustments, if any, to the space lists that will support the conceptual design effort.
- Refine/develop new facility occupancy scenarios (focus on essential and/or operationally efficient collocations with criminal courts) – It is recognized that the allocation of Criminal Courtrooms to the new facility is a decision that has already been taken, but the final decision as to the occupancy of the available office spaces in the concept has not been finalized. This task is aimed at identifying and evaluating alternatives including elements of Court Administration, Justice Partners and/or the Clerk Courts.
- Test space program against available space in Babcock and Annex remodel (including ECR courtrooms, justice partner space and in-custody capacity and adjacency) – Activities included in this task are:
 - Quantify space available in Babcock resulting from department/ division relocation to the New Criminal Courts Facility.
 - Review the Lake County Justice Agency program for departments/ division scheduled to remain in the Babcock or backfill space vacated for relocation into the New Criminal Court Facility;
 - Review adjacency preferences established in the meetings;
 - Identify agency preference/ priority for location in the Babcock Facility;
 - Suggest Babcock Lake County Agency deployment options;
 - Incorporate Lake Justice Agency decision on re-deployment in the Babcock Facility
- Conduct Program Validation workshop – Once the interviews have been completed and the documentation updated, DWA will lead a Program Validation Workshop at which the information collected will be presented, issues if any identified and discussed, group input to the general and specific space allocations encouraged and the basic question addressed as to whether the most up to date data and discussion supports the validates the assumptions made in the prior study and supports going forward with the project as planned.
- Prepare Validation report – At the completion of the data gathering, refinement of the documentation and conduct of the workshop, DWA/CTS together with AECOM will prepare a program validation report for submission to the client.

Implementation Schedule and Phasing Plan (\$111,860)

The Master Plan includes an expansion program that will require multiple phases of construction. Key elements of the implementation schedule and phasing must be developed to appropriately assess and mitigate the impact of this project on operations, and to develop a comprehensive project budget. The scope of work will include interfacing with each operational group within the LCJA to accomplish the following:

- Based on the development of the Schematic Design Plans, develop a Phasing Plan that will include all components of the Master Plan and the order in which these pieces are best executed to provide for the minimum operational impact and to maximize construction efficiency and cost savings. The Phasing Plan will be submitted in both graphic and report form in the final delivery of the Phase 3 Study.
- Based on the Phasing Plan, develop an Implementation Schedule that will allow the County to evaluate the timeframe considerations for implementation of the Master Plan. The Implementation Schedule will include a detailed breakdown of reasonable timeframes for all

aspects of project development including Design, Construction Document production, the bidding and permitting process as well as the overall duration of construction based on the Phasing Plan. The Implementation Plan will be submitted in both graphic and report form in the final delivery of the Phase 3 Study.

- Based on the Phasing and Implementation Plans, develop a series of appropriate and effective construction delivery methods for implementation of the Master Plan which will include, at a minimum, construction management at risk, design-build and design-bid-build. Each proposed construction delivery method will include advantages and disadvantages for each contractual method for project delivery and will include a written report that includes a recommendation for the most efficient and cost effective construction delivery method for the Master Plan. The Construction Delivery method Recommendation will be provided in written format in the final delivery of the Phase 3 Study.
- Attend meetings as necessary to advance the work of the Schematic Design Phase for developing an Implementation Schedule and Phasing Plan. At a minimum, meetings will occur at the outset of this phase of work and to review on site the development of the implementation and phasing plans with select County staff. A formal presentation will be prepared and presented by AECOM to sufficiently demonstrate the recommended Implementation Schedule and Phasing Plan.

Operational Impact Analysis (\$34,820)

The Implementation of the Master Plan will require operational adjustments in order to accommodate construction and remodeling activities while continuing to support the operations of the LCJA. These operational impacts, while temporary, will likely have cost and personnel implications that need to be identified and accommodated in the budget considerations for Master Plan Implementation. The scope of work will include interfacing with each operational group within the LCJA to accomplish the following:

- Develop a comprehensive analysis of the operational impact of each phase of construction contemplated in the Implementation of the Master Plan.
- Develop recommendations on the most appropriate and efficient operational adjustments or construction accommodations to address each operational impact in each phase of the implementation plan.
- Develop budget requirements and analysis for the recommended operational adjustments or accommodations for each phase of the implementation plan. Lake County will provide budget information relating to the cost of additional personnel or resources required to make each operational adjustment identified in this analysis.
- Based on the recommended operational adjustments and accommodations, develop an Operations Implementation Plan that will accommodate the construction process for each phase of the Master Plan. The Operations Implementation Plan will be submitted in both graphic and report form in the final delivery of the Phase 3 Study.
- Attend meetings as necessary to advance the work of the Schematic Design Phase for developing an Operational Impact Analysis and Operations Implementation Plan. At a minimum, meetings will occur with each using agency identified in the Operations Impact Analysis. A formal presentation will be prepared and presented by AECOM to sufficiently demonstrate the recommended Operations Implementation Plan.

Budget Development (\$13,320)

The Master Plan does not include a comprehensive, detailed analysis of the overall project budget required to accomplish Master Plan Implementation. Based on the significant scope and complexity of this project, a detailed budget will need to be developed based on the specific scope identified in the Implementation of the Master Plan. The scope of work will include interfacing with each operational group within the LCJA to accomplish the following:

- Develop a comprehensive analysis of the construction cost identified by phase for each component of the Master Plan. Construction costs will be projected to include appropriate escalation based on the mid-point of construction for each phase of the Implementation Plan.
- Develop a comprehensive analysis for all soft costs required for the Implementation Plan. Soft costs will include Architectural/Engineering design services, construction delivery costs based on the recommended construction delivery method, operational costs based on the recommended Operations Implementation Plan, and all other necessary costs related to project development including, but not limited to, utility relocation costs, permit fees, moving and relocation expenses, FF&E costs, technology implementation costs and financing costs related to the recommended Budget Plan developed through the Master Plan Implementation process.
- A detailed final opinion of probable cost will be submitted in report form in the final delivery of the Phase 3 Study.
- Attend meetings as necessary to advance the work of the Schematic Design Phase for developing a Budget Plan. At a minimum, meetings will occur with Lake County Budget Staff to determine the budget impact of each phase of the Implementation Plan. A formal presentation will be prepared and presented by the successful proposer to sufficiently demonstrate the Budget Plan to Lake County staff as part of a final presentation for the Phase 3 Study.

QA/QC Program AECOM technical editor will edit all reports at 95% submittal.

Direct Project Costs (\$105,000)

Direct Project Costs include out-of state travel for AECOM, Dan L. Wiley Associates, and Syska Hennessey Group for Schematic Design and Specialized Services scope of work.

Documentation and Construction Phase

In the event that the Phase 3 Study results in a recommendation and approval to implement components of the Master Plan, upon authorization of the Lake County Board, AECOM will provide future architectural/engineering work related to the delivery of the Master Plan Components. This future work is based on a Construction Manager at Risk (CMAR) delivery method that anticipates a fast-track, multiple bid package process. It is anticipated that procurement of the CMAR would occur immediately after Board approval to move to the next phase with the CMAR's contract approved within two months. The following is not a comprehensive list of final services but will be used to establish the general guidelines for future negotiations.

Design Development (\$1,337,265)

Complete a detailed preliminary design package to include floor plans, preliminary engineering schematics, a systems narrative for all major building components including mechanical, electrical, life safety and envelop systems, exterior elevations, and presentation materials appropriate for presentation to the Lake County Board.

- Identify energy efficiency, operational efficiencies and conservation practices to be incorporated into the facility design along with life cycle cost analysis of the implementation of these measures.
- Coordinate with the County to produce an accurate design development cost estimate based on the completed design development package.
- Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- AECOM will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% design development submittal to Lake County.

Construction Documents (\$1,891,891)

- Complete a detailed set of floor, electrical, mechanical plans, details and specifications for permitting, bidding, and construction purposes.
- Incorporate energy efficiency and conservation measures identified through the design process.
- Coordinate with the County's CMAR to produce an accurate 50% construction document cost estimate based on the 50% construction document submittal.
- Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- AECOM will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% Contract Documents submittal to Lake County.

Bid and Permit (\$54,183)

- Prepare/complete all documents and applications required for submission to authorities having jurisdiction over the project to obtain all approvals required for construction.
- Attend pre-bid meeting with potential contractors.
- Answer questions related to the design documents.
- Prepare any addenda documents that may be needed.
- Review bid proposals and provide recommendations on most qualified bidders.
- Attend post bid meetings, if necessary, to discuss alternate work items.

- ***Construction/Contract Administration (\$1,014,261)***
- Attend CMAR pre-construction conferences with all stakeholders.
- Review and approve pay requests.
- Review and approve change order requests.
- Attend regular weekly construction meetings with the County and its CMAR, subcontractors, and suppliers.
- Respond to contractor requests for information.
- Review contractors' submittals.
- Issue proposals, requests and supplemental information bulletins as required.
- Make periodic site visits to determine compliance with plans and specifications.

Project Close-out (cost included in CCA Services)

- Work with the County and the CMAR to prepare a punch list and ensure all items are resolved.
- Assist the County with the close out of all contracts.
- County's Commissioning Agent to validate appropriate implementation of energy efficiency and conservation measures.
- Insure the orderly delivery of all required close out documentation and warranties.
- Provide as-built documents to the County. The architect/engineer shall be responsible for collecting hardcopies of all as-builts from the County's contractor(s) and apply all field changes to the original construction drawings and submit them to the County in AutoCAD and PDF format for future use by the County.

Direct Project Costs (\$185,000)

Direct Project Costs include out-of state travel for AECOM and Syska Hennessey Group from Design Development through Project Close-out Phases.

SECTION 3. DURATION

This Agreement shall be effective through final acceptance of the Phase 3 Study which shall be complete by October 10, 2012. This contract may be extended through the approval of both parties to include additional scope, fee, schedule and any accompanying items if it is determined to be in the best interest of the County. Any contract extension shall not change the completion date for the Phase 3 Study.

SECTION 4. INDEMNIFICATION

The Architect agrees to indemnify, save harmless and defend the County, its named 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 reasonable attorney's fees, for or on account of any bodily injury to any person, or any death at any time resulting from such injury, or any damage to property, to the extent caused by the Architect's negligent acts or willful and wanton misconduct 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 Architect must obtain, for the Agreement term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- ❑ **Worker's Compensation Insurance** covering all liability of the Architect arising under the Worker's Compensation Act and Worker's Occupational Disease Act limits of liability not less than statutory requirements.
- ❑ **Comprehensive General (Public) Liability** in a broad form, to include coverage for the following where exposure exists: Premises/Operations, Independent Contractors, 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
- ❑ **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$ 5,000,000
Each Occurrence Limit	\$ 2,000,000
- ❑ **Comprehensive Automobile Liability** to include, Bodily Injury, Property Damage:

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

Architect agrees that with respect to the above required insurance, Lake County shall:

- Be named as additional insured **by endorsement** as their interest may appear (except for Professional Liability and Worker's Compensation insurance);
- Be provided with thirty (30) days notice, in writing, of cancellation or material change;
- Be 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 fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

Lake County will pay to the Architect a lump sum amount of one million five hundred ninety six thousand three hundred three dollars (\$1,596,300), including expenses, for the Phase 3 Justice Agency Master plan Implementation and Project Development Study per the following schedule of services and milestones:

PHASE 3 STUDY	TOTAL	50%	95%	100%	TOTAL
Program Validation	\$77,580	\$38,790	\$34,911	\$3,879	\$77,580
Schematic Design	\$1,153,720	\$576,860	\$519,174	\$57,686	\$1,153,720
Implementation Schedule and Phasing Plan	\$111,860	\$55,930	\$50,337	\$5,593	\$111,860
Operational Impact Analysis	\$34,820	\$17,410	\$15,669	\$1,741	\$34,820
Budget Development	\$113,320	\$56,660	\$50,994	\$5,666	\$113,320
Sub-Total	\$1,491,300	\$745,650	\$671,085	\$74,565	\$1,491,300
Reimbursable Direct Costs	\$105,000	\$52,500	\$47,250	\$5,250	\$105,000
TOTAL – Phase 3 Study	\$1,596,300	\$798,150	\$718,335	\$79,815	\$1,596,300

If the County elects to extend the contract for subsequent design development, contract documents, bidding, construction contract administration and close-out phases, Lake County will negotiate the final scope of work and services desired. Based on the current scope of work identified in Phase 3 Study, the estimated additional lump sum fee, including expenses, for the current design development, contract documents, bidding, construction contract administration and close-out phase scope is four million five hundred thirty three thousand two hundred eight dollars (\$4,533,200) and is distributed per the following schedule of services:

DOCUMENTATION AND CONSTRUCTION PHASE	
Program Validation	\$0
Implementation Schedule and Phasing Plan	\$0
Operational Impact Analysis	\$0
Budget Development	\$50,600
Design Development	\$1,337,265
Contract Documents	\$1,891,891
Bidding and Permit	\$54,183
Construction Contract Administration	\$1,014,261
Project Closeout (included in CCA cost)	\$0
Sub-Total	\$4,348,200
Reimbursable Direct Costs	\$185,000
TOTAL – Documentation and Construction Phase	\$4,533,200

SECTION 7. INVOICES & PAYMENT

The Architect shall submit invoices detailing the services performed in accordance with the payment provisions of this Agreement. The Architect shall be eligible for progress payments for deliverable as indicated in the schedule of values attached herein. The Architect 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 10% holdback will not be remitted to Architect unless the original agreed upon deadline for each deliverable is met. Full payment shall be due upon acceptance of the final report by the County. Payments shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 8. STATEMENT OF OWNERSHIP

The drawings, specifications and other documents prepared by the Architect for this Project shall become the property of the County upon full payment owed Architect under this Agreement in, accordance the holdback provisions in Section 7, and Architect may not use this information for any purpose not relating to the Project without the County’s consent, except for the Architect’s standard details and specifications. The County shall be furnished with the drawings via electronic format (PDF and AutoCAD formats), the specifications via electronic format (PDF and Word formats) and with reproductions of drawings and specifications as the County may reasonably require. Upon completion of the Contractor’s Work or any earlier termination of this Agreement, as provided for herein, the Architect will submit all report and plan information compiled to date. All such drawings and specifications shall be the property of the County who

may use them without Architect's permission for any current or future related Lake County projects. The Lake County agrees that any use or reuse of Architect's work product for purposes other than anticipated in Architect's scope of work hereunder shall be at the County's sole risk and with no liability to the Architect.

Once the project is completed and constructed, the Architect may include photographic or artistic representations of design of the project among the Architect's promotional and professional materials. *However, prior to completion, any use of project materials is subject to County approval, said approval to not to be unreasonably withheld.* The Architect shall be given reasonable access to the completed project to make such representations. However, the Architect's materials shall not include the County's confidential or proprietary information if the County has previously advised the Architect in writing of the specific information considered by the County to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project.

SECTION 9. TERMINATION

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

The County may, at any time, terminate the Agreement 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 Architect 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 Architect shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event of an alleged default of the Agreement by the Architect, the County will provide a written notice to the Architect defining the default(s) and give seven days for the Architect to cure or start to cure said default(s). For any future work, if approved under this Agreement, the cure period shall be fourteen days, unless the parties agree otherwise. If the default(s) is not cured within a mutually agreed upon time, then the County will provide written notice of termination to the Architect.

In the event that this Agreement is terminated due to Architect's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Architect with costs reasonably necessary to complete the Architect's scope of work up to the maximum amount of the Architect's compensation under this Agreement.

To the extent permitted by law, Architect may suspend or terminate its services in the event the County breaches its payment obligations in accordance with section 7 hereunder,

SECTION 10. SCHEDULE

The Architect agrees to the approved schedule below for the performance of the Architect'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, milestones and deliverables established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County. Delays in the delivery of services by the

Architect shall be grounds for termination due to Architect's default in accordance with Section 9. The Phase 3 Study shall be complete no later than October 10, 2012.

Notwithstanding anything in this Agreement, the Architect, including the Architect's subconsultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, or any other cause beyond the reasonable control of such party. The following is the milestone schedule for the project.

Notice to Proceed	4/10/12
Individual Departmental Work Sessions	4/10-4/12/12
SAO Felony Review	4/11/2012
Circuit Court Clark	4/11/2012
Sheriff - Court Security Program	4/11/2012
Court Administration, Jury Assembly, JIS	4/12/2012
SAO & PD Program Review	4/12/2012
Sheriff - Booking and Intake	4/12/2012
Sheriff - Incustody Holding and Incustody Transportation	4/12/2012
Workshops	4/23-4/27/2012
Facilities Operations and IT Program	4/23/2012
MEP / Sustainability	4/23/2012
Low Voltage Workshop	4/23/2012
Incustody Workshop	4/24/2012
Building Optimization, Massing and Image	4/24/2012
Courtroom Function and Design	4/25/2012
Early Disposition Process	4/25/2012
Long Range Deployment and Space Allocation	4/26/2012
Budget Management Workshop	4/26/2012
Phasing, Operational Impacts and Implementation	4/27/2012
50% Space Planning and Project Development	5/7/2012
Lake County Review Period	5/8-5/18/2012
Potential Courthouse Tours	5/8-5/18/2012
Stakeholders Review Meeting	5/17/2012
Master Plan / Urban Design / Wayfinding	5/15 or 5/22/2012
Finishes / FFE	5/16 or 5/23/2012
Courtroom Mockup	5/25/2012
Judicial Facilities Review Committee	5/31/2012
Implementation and Phasing Plan	6/11/2012
Operations Impact Analysis	6/11/2012
Budget Plan Development	6/11/2012
95% Space Planning and Project Development	6/11/2012
Lake County Review Period	6/12 - 6/22/12
Stakeholders Review Meeting	6/14/2012
Judicial Facilities Review Committee	6/28/2012
Stakeholders Review Meeting	7/12/2012
Judicial Facilities Review Committee	7/26/2012
Implementation and Phasing Plan	8/3/2012
Operations Impact Analysis	8/3/2012
Budget Plan Development	8/3/2012
100% Space Planning and Project Development	8/3/2012
Lake County Review Period	8/6-8/10/2012
Stakeholders Review Meeting	8/16/2012
Judicial Facilities Review Committee	8/30/2012
Draft Phase 3 Report	9/6/2012
Lake County Review Period	9/10-9/21/12
Stakeholders Review Meeting	9/13/2012
Judicial Facilities Review Committee - Draft Report Presentation	9/27/2012
Final Phase 3 Report	10/10/2012
Judicial Facilities Review Committee - Final Report Presentation	10/18/2012
Judicial Facilities Review Committee - Recommendations	11/1/2012

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 Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

SECTION 12. CONSTRUCTION COST

The Construction Cost shall be the total cost or estimated cost to the County of all construction elements of the Project designed or specified by the Architect. The construction cost and overall project budget will be determined by the Phase 3 Study and shall be included in the extended contract, if that occurs, for any future work. Upon approval of any future work, Section 12 will be amended to include a final construction cost, inclusive of change orders, that shall not be exceeded.

The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Contractor and equipment designed, specified, selected or specially provided for by the Agreement Documents, plus a reasonable allowance for the Contractor's overhead and profit. The Construction Cost shall include the cost of building code compliance, permits, and fees. 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 Architect and Architect'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;
- abandon project and terminate the Architect Agreement; or
- Cooperate with Architect in revising Project scope and quality as required to reduce Construction Cost.

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

The Architect is required, under its scope of work, to participate in preparing the Construction Cost estimates. Such estimates shall represent the Architect's reasonable judgment as a design professional. It is recognized, however, that neither the Architect nor the County has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Construction Cost or from any estimate of the Construction Cost or evaluation prepared or agreed to by the Architect.

SECTION 13. 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 14. INDEPENDENT CONTRACTOR

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

SECTION 15. WARRANTS AND STANDARD OF CARE

The Architect represents and warrants to the County that none of the work included in this Agreement will in any way infringe upon the property rights of others. The Architect 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. The work will be performed in accordance with the applicable professional standard of care ordinarily recognized and used by similar firms doing the same or similar work.

SECTION 16. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned or altered 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. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 17. DISPUTE RESOLUTION

Each party shall make good faith effort to resolve any contract disputes prior to either party pursuing remedies at law.

SECTION 18. 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 19. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by the Architect to Lake County relative to this Agreement shall be addressed to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: RuthAnne Hall, Purchasing Agent.

SECTION 20. 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 21. DELIVERABLES

The following are the final deliverables for the Phase 3 Study Schematic Design Phase and Specialized Services.

Schematic Design Phase

Management

- Agendas
- Meeting Minutes
- Design Schedules

Architectural

- Conceptual Site Plan
- Building Floor Plans
- Reflected Ceiling Plans
- Building Sections
- Typical Wall Sections
- Building Exterior Elevations
- Roof Plan
- Enlarged Courtroom Plans, Reflected Ceiling, and Interior Elevations

- Demolition Plans
- Finish Plan / Schedule
- Preliminary Door / Hardware Schedule
- Area tabulations / Comparison
- Life Cycle Costing

Structural

- Design Criteria Narrative
- Single Line Floor and Roof Framing Plans
- Description of Foundation System

Mechanical, Electrical, Plumbing Engineering

- Meeting minutes from Sustainability/MEP Workshop.
- Narrative description of proposed MEP systems and materials.
- Block MEP equipment layouts (equipment rooms and shafts).
- Preliminary HVAC and Plumbing equipment schedule.
- Preliminary Electrical single line.
- Preliminary HVAC and Plumbing systems single line ductwork and piping plans.

Energy Simulation Services

- Provide a preliminary energy analysis report presenting the results of the schematic design energy simulation runs. The report for this phase will consist of a draft report providing a description and characteristics of each EEM's.

Solar Shading Simulation Services

- Draft report with qualitative and quantitative results and recommendations as to daylighting opportunities will be provided to Client for review and comment.
- Provide final report addressing review comments.

Lighting Design

Preparation of Design Sketches for the following spaces

- Main Level
 - Main Lobby and Entry
 - Courtroom and Robing Room
- Second Floor
 - High Volume Courtroom
 - Cross over lobby
 - Chief Judge's Chamber
- Court Floors 3-7: One Typical Design for the following:
 - Courtroom
 - Judicial Chambers
 - Jury Deliberation Room
 - Conference Room
 - Public Circulation
- Babcox Building: One Typical Design for the following:
 - Courtroom
- Exterior Areas
 - Main Entrance

- Building Facade Lighting
- Landscape Lighting (in coordination with Landscape Architect)

Prepare a narrative lighting design criteria which includes recommendations for: lighting design parameters, luminance levels, description of proposed lighting fixtures, quality and ambiance of illuminated environment, method of control and design sketches as needed.

Site Civil Engineering

- Site grading, sidewalk and utility plan
- Schematic detention study and analysis
- Driveway geometry plan
- Obtain utility information under Washington Street

Fire & Life Safety

- Code Summary Report
- Life Safety Drawings
- Fire Protection Program Report

Acoustics

- Report describing sound isolation requirements, background noise criteria and reverberation time.

Vertical Transportation

- Vertical Transportation Traffic Analysis report

Low Voltage Systems

- Data- telecommunications: Floor Plans showing pathways and spaces, drop locations; Riser Diagram, and white paper describing technology infrastructure concepts.
- Electronic Security: Security and Alarm Matrix; Basis of Design Report; floor plans showing devices
- Audio-Video: Audio-Video Matrix; courtroom technology plans; riser diagram
- Jury Call System: Outline Specification and Riser Diagram
- Electronic Docket System: Outline specification and Riser Diagram

Sustainability

- Meeting minutes

Landscape / Hardscape

- Landscape / Hardscape Plan

Site and Urban Design

- Report that includes conceptual study of county complex gateways, building entrances, site amenities and security. Develop site wayfinding / signage guidelines for the campus.

Signage

- Building Signage Drawings showing locations and type.

Outline Specifications

- Project Manual of all applicable divisions in Unifomat II format.

Specialized Services

Program Verification

- Final Space Program
- Program Validation Report

Implementation Schedule and Phasing Plan

Chapter in the final report addressing:

- Phasing Plan
- Implementation Schedule
- Construction Delivery Methods recommendation

Operational Impact Analysis

Chapter in the final report addressing:

- Operations implementation plan

Budget Development

Chapter in final report addressing:

- Construction Cost
- Soft Costs
- Cash Flow Analysis for construction in conjunction with County

SECTION 22. EXTENSION OF CONTRACT

The terms of this contract shall remain in full force and effect in the event that the County determines it is in their best interest to extend or expand the scope of services related to this project. Approval of the scope and fees associated with any extension of this contract shall only occur under the express written consent of both parties. It is anticipated by the County that the scope and fee for any contract extension shall remain consistent with the scope and fees of this agreement for the continuation of services for this project. The County reserves the right to renegotiate both scope and fees if it is in the best interest of the County upon the substantial completion of the Phase 3 Study. Any adjustment to fee and scope negotiated shall be usual and customary and within recognized industry standards.

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

Lake County:

AECOM Services of Illinois, Inc.:

RuthAnne Hall

Print : _____

Purchasing Agent

Print Title: _____

Lake County

Date _____

Date _____