

**#17197**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and Robison Guarnerly, Inc. ("Consultant"), 4212 Old Grand Avenue, Suite 102, Gurnee, Illinois 60031.

**RECITALS**

WHEREAS, Lake County is seeking a Consultant to provide Owner's Representative Services for Lake County Courthouse Expansion Project as noted in the Consultant's proposal dated August 15, 2017, ("Services"); and

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

NOW, THEREFORE, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

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

- A. This Agreement and all exhibits thereto; and,
- B. Consultant's proposal and all exhibits thereto, including statement of work, dated August 15, 2017.  
Exhibit A

**SECTION 2. SCOPE OF WORK**

**Project Representation**

**Consensus, Messaging & Presentations**

**Budget Management**

**Construction Project Management**

**Transition Management and Procurement of Furniture, Furnishings & Equipment**

**SECTION 3. DURATION**

This Agreement shall be effective for an initial term of December 1, 2017 through November 30, 2018 unless terminated sooner as provided in Section 15.

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 initial Agreement term Lake County reserves the right to extend the Agreement for an additional period up to 12 months. The number of months shall be established by mutual agreement between Consultant and County on or before August 31, 2018.

**SECTION 4. AGREEMENT PRICE**

The County will pay Consultant a fee of \$232,000 based on an hourly rate for services for deliverables identified in Section 2 of Consultant's proposal dated August 15, 2017 for the initial Agreement term and

will bill the County not more than once per month based upon the actual expense reimbursement. An additional amount of \$6,000 is estimated for reimbursables.

If the initial term is extended by mutual agreement between the Consultant and County, the County will pay the Consultant up to \$21,300 per month based on hours work and approved reimbursables in an amount not to exceed \$255,600 over a twelve-month period.

## **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## **SECTION 6. CHANGE ORDERS**

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

## **SECTION 7. INDEMNIFICATION**

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person

indemnified hereunder.

## **SECTION 8. INSURANCE**

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

### Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

### Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

### Excess/ Umbrella Liability (if applicable)

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

### Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

### Professional Liability – Errors and Omissions (if applicable)

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

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

### Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

### Technology Errors and Omissions (if applicable)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

### Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, Illinois 60085  
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

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

#### **SECTION 9. INDEPENDENT CONTRACTOR**

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

#### **SECTION 10. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

#### **SECTION 11. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

#### **SECTION 12. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

#### **SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

#### **SECTION 14. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Robison Guarnerly, Inc.  
4212 Old Grand Avenue, Suite 102  
Gurnee, IL 60031  
Attention: Matt Guarnerly

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

#### **SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

#### **SECTION 16. TERMINATION**

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

#### **SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

#### **SECTION 18. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

#### **SECTION 19. NEWS RELEASES**

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

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

Lake County:

Robison Guarnery, Inc.

\_\_\_\_\_  
Purchasing Agent  
Lake County

\_\_\_\_\_  
Owner

Date \_\_\_\_\_

Date \_\_\_\_\_

# *Robison Guarnerly, Inc.*

4212 Old Grand Avenue • Suite 102 • Gurnee, Illinois 60031 • v. 224-637-3545 • f. 847-336-0734 • [www.robisonguarnerlyinc.com](http://www.robisonguarnerlyinc.com)

## **FY 2018 / 2019 Proposal**

**DATE:** August 15, 2017

**OWNER'S REPRESENTATION:** Robison Guarnerly, Inc  
4212 Old Grand Avenue, Suite 102  
Gurnee, IL 60031-2134

**OWNER/CLIENT:** Lake County Government  
Construction Division  
18 N. County St. – 9<sup>th</sup> Floor  
Waukegan, IL 60085

**PROJECT:** Lake County's Courts Expansion Project – Continuation of Services Proposal

In accordance with Lake County's request, Robison Guarnerly, Inc. submits for consideration the following continuation of services proposal for a one year extension (FY 2018) which will accommodate completion of the Court Tower Phase and transition to the Babcox Renovation Phase of the Lake County Court Expansion Project. Additionally, this proposal contains a monthly renewal option for FY 2019 to provide for project services through the completion of the Babcox Phase of work. This proposal is based on the current update of the master project schedule provided by Clark Construction which is attached to this letter for reference.

### **SCOPE OF WORK AND SCHEDULE:**

**Project Representation** – Robison Guarnerly, Inc. proposes to provide comprehensive owner representation services to assure the successful implementation of the work indicated in this proposal. Matt Guarnerly will act on behalf of Robison Guarnerly, Inc. as the primary representative for Lake County. The following components are anticipated for completion in the term of the contract extension:

- \* Consensus, Messaging & Presentations
- \* Budget Management
- \* Construction Project Management
- \* Transition Management / Procurement FFE

**Consensus, Messaging & Presentations** – Robison Guarnerly, Inc. will assist the County in assuring that all Lake County partners and consultants are working towards the big picture goals and requirements for the Courts Expansion Project. Robison Guarnerly, Inc. will work within the framework of the Lake County Board Strategic Goals to maintain alignment of project and operational goals of Lake County. Robison Guarnerly, Inc. will coordinate, participate in and prepare as necessary all presentations to be delivered to the Lake County Board, Board committees, small group meetings and Judicial Updates. It is anticipated that updates will be attended on an as-needed basis, throughout the course of the project. Robison Guarnerly, Inc. will also provide additional presentation support and execution as deemed appropriate by Lake County.

**Budget Management** - As Lake County's owner representation, Robison Guarnerly, Inc. will provide support, evaluation of, and recommendations for maintaining the project budget approved by the Lake County Board.

**Construction Project Management** – As Lake County's owner representation, Robison Guarnery, Inc. will provide proactive total project management for the construction process which will include coordination of the Architect, Constructor, all Justice Agency Partners, support agencies, the Executive Justice Council and the County Board. Robison Guarnery, Inc. will act as an extension of Lake County staff to provide project management typically required of an owner. Robison Guarnery, Inc. will also act in the owner's role as it relates to the procurement, the periodic review of the construction process to assure general compliance with the goals and needs of Lake County, coordination and review of critical aspects of the construction process that provide specific impacts to Lake County as a user. Some examples of this coordination and review would include select shop drawing review, participation in pre-installation conferences, review of all proposed changes in work, requests for information, change order requests and request for progress payments, and the coordination of owner provided equipment to name a few. Robison Guarnery, Inc. will act as the single point of contact for Lake County with all third party consultants including Architectural/Engineering Services, Construction Management Services and any specialty consultants which includes construction testing services and furniture design/procurement required by the project.

**Transition Management & Procurement of FFE** – As Lake County's owner representation, Robison Guarnery Inc will act as the single point of contact for Lake County with the transition of staff into the new Criminal Courts Tower and assist in the Phasing process for construction activities related to the remodeling of the Babcox Courts and the Lake County Jail Intake and Booking Area. Transition management will include planning and execution of phasing for project construction. Robison Guarnery, Inc. will pursue and coordinate the procurement process for all construction and construction related bid packages required in the pursuit of all Owner provided items including FF&E, A/V systems and any other deferred procurement currently not included in the GMP for Clark Construction.

<b>FY 2018 Proposal:</b>	<u><i>Fiscal Year 2018 (Dec. 2017 – Nov. 2018)</i></u>	<u><b>Rate</b></u>	<u><b>Fee</b></u>
<i>(duration 12/1/17 – 12/1/18)</i>	Consensus, Messaging & Presentations (50 hrs) .....	\$ 160.00	\$ 8,000.00
	Budget Management (50 hrs) .....	\$ 160.00	\$ 8,000.00
	Construction Project Management - (1,200 hrs).....	\$ 160.00	\$ 192,000.00
	Transition management & Procurement (150 hrs)	\$ 160.00	\$ 24,000.00
	Subtotal (1450 hrs)	\$ 160.00	\$ 232,000.00
	Reimbursable / Travel Expenses (\$500 per month)		\$ 6,000.00
	<b>Total Fee for FY2018</b>		<b>\$ 238,000.00</b>

<b>FY 2019 Monthly Renewal:</b>	<u><i>Fiscal Year 2019 (Up to 12 months)</i></u>	<u><b>Rate</b></u>	<u><b>Fee</b></u>
<i>(duration up to 12 months)</i>	Monthly management fee (130 hrs) .....	\$ 160.00	\$ 20,800.00
	Reimbursable / Travel Expenses (\$500 per month)		\$ 500.00
	<b>Total Monthly Fee for 2018-2019 *</b>		<b>\$ 21,300.00</b>

- \* Number of months and workplan for FY 2019 work will be established on or before August 31, 2018 and mutually agreed upon between RGI and the County.