

AGREEMENT FOR PROFESSIONAL SERVICES for LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and Corbin Design ("Consultant"), 109 East Front Street, Suite 304, Traverse City, MI 49684

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide wayfinding and signage design services for Project Bike Path Signage and Wayfinding Study (18-00999-49-BT as noted in the Consultant's proposal dated December 10, 2018, ("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 December 10, 2018.

SECTION 2. SCOPE OF WORK

See attached Consultant Proposal.

SECTION 3. DURATION

This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 16 shall be effective until the date the work is complete.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a not to exceed fee of \$125,760 for deliverables identified in Section 2 of Consultant's proposal dated December 10, 2018. The Consultant will bill the County not more than once per month based upon the incurred professional fees and actual expense reimbursement.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the 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 an 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 or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

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

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

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

109 East Front Street, Suite 304, Traverse City, MI 49684

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 WHEREOF, the parties have caused the AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

County of Lake of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By

County Board

Lake County

Clerk

(Seal)

By

Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the Consultant:

Corbin Design

Consultant Firm

109 East Front Street, Suite 304

Street Address

Traverse City, MI 49684

City, State

ATTEST:

By

Title

By

Title

Debi Ratta-Wilson

Business Manager

Shelly Steel
PRESIDENT

PROPOSAL FOR SERVICES

Lake County, Illinois

Bike Path Signage Study

Section: 18-00999-49-BT

Revised: December 10, 2018

SUBMITTED BY:

Shelley Steele, President

Corbin Design

109 East Front Suite 304
Traverse City, MI 49684

Telephone	231 947-1236 800 968-1236
Fax	231 947-1477
Email	shelley@corbindesign.com
Web	www.corbindesign.com

Project Description

Lake County has requested that Corbin Design, Inc. (Corbin Design) submit a proposal to provide consulting and design services to develop a Bike Path Signage Study for the County's existing 500+ miles of off-street paths, on-street lanes and planned 300 miles of future paths as identified in the 2040 Transportation Plan.

We understand that the existing paths have limited wayfinding and you are looking for a consulting team to: develop a wayfinding strategy/logic; determine the appropriate types of signs; design the look/branding for these signs; and develop guidelines and sign templates that will allow Lake County to implement and maintain the system.

This project will also include: a public involvement process; exploration of emerging technology that can be integrated into the plan; and the development of a cost estimate and phasing plan.

Our wayfinding programs are designed to complement your environment and mesh with other design disciplines such as architecture, streetscape design and brand communications to create a strong first impression, boost user satisfaction and, ultimately, improve Lake County's trail use.

Thanks for selecting Corbin Design for your project!

Project Approach

Task One: Analysis

- An initial visit to learn about the bike path system, gather information about your users and determine your wayfinding and signage needs;
- Assess the existing signage and Lake County sign shop capabilities;
- Develop and document the recommended wayfinding logic/route naming;
- Discuss budget, maintenance, etc.;
- Determine the Standards Manual needs; and
- Assemble a Wayfinding Recommendations Summary document.

Task One Details

To begin Task One, Analysis, we familiarize ourselves thoroughly with the existing bike path system, 2040 Transportation Plan and the Forest Preserves Wayfinding Plan, identifying wayfinding issues and opportunities to be addressed. Corbin Design will assist Lake County with selecting the appropriate representatives to form a Stakeholder Group and a smaller Core Team that will work with us throughout the project. The Core Team should be comprised of 2-6 of the major decision-makers for this project; they will be involved in analysis and design review, nomenclature decisions, and will facilitate the approval for the overall program. We will also work with you to develop a Community Involvement Process and conduct the meetings to implement that process. During the kick-off trip we will complete the following:

- A guided tour of the bike path system
- Core Team meeting
- Stakeholder Group meetings (two)
- Public/Community involvement meetings (same content, two meeting times)
 - *Content: Corbin Design to prepare a PowerPoint presentation reviewing scope and examples as well as large format prints of sample wayfinding tools. Corbin Design will also develop a user survey that will be the baseline for measuring success as the new program is implemented.*
 - *Objective: To determine user expectations and needs (commuters vs. recreation users, identification signage vs. mile markers, etc.)*
- Onsite research and analysis
- Initial findings and next steps meeting with the Core Team

During the initial meeting with the Core Team we will discuss the project scope and objectives, wayfinding needs, budget, schedule, physical and architectural characteristics of the County, and the potential design aesthetics of the signage and other wayfinding elements.

During this task we:

- Identify user groups, their specific needs and expectations regarding wayfinding, particularly as they affect the disabled and senior citizens;
- Conduct an overview of the existing bike path signage onsite and review the existing GIS inventory;
- Evaluate the Lake County Sign Shop capabilities;
- Develop the wayfinding logic/path naming;
- Document the recommended logic/naming and routes on a site plan;

- Determine the communities, destinations and other amenities such as public restrooms, parks, picnic areas, etc. that should be included in the system;
- Discuss the use of universal trail symbols;
- Learn about the use of existing identity elements such as logotypes;
- Discuss the need for electronic kiosks, a mobile app or other technology tools;
- Review Americans with Disabilities Act (ADA) conformance issues;
- Learn about the required bidding process, maintenance, budget and phasing issues;
- Evaluate zoning code requirements for the signs that will need to be located in the right-of-way;
- Develop the Community Involvement Process; and
- Develop a detailed project schedule.

At the end of this task we will develop an initial draft of a Wayfinding Recommendations Summary and conduct a web-based conference call to discuss the document. After the conference call this document will be updated once before final approval.

Deliverables: A digital version of the Wayfinding Recommendations Summary

Onsite Meetings: One, three-person trip to complete the kick off trip

Timeline: Two months

Task Two: System Design

- We design two initial signage design concepts;
 - Present and discuss the initial design concepts;
 - Revise the selected design concept;
 - Develop the full sign type array and bike path system map;
 - Present and discuss the full sign type array and bike path system map;
 - Revise the full sign type array and bike path system map;
 - Develop sign templates for Lake County's internal use; and
 - Prepare a unit cost estimate.
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Task Two Details

We begin Task Two, System Design by further analyzing your identity standards, project goals and objectives and feedback from our initial meetings.

We then prepare color elevation design drawings for two initial signage design concepts. Each concept will show the form, scale, typography and color for three high-level wayfinding sign types. Corbin Design will present two design concepts for Lake County's review and approval, and will modify the selected design concept up to two times in order to obtain final approval of the visual design direction.

Once Lake County has given final approval on the visual design of the system, we apply the design to the remaining sign types and develop a flat drawn map of the bike path routes. We present these designs to the Core Team and at two Community Meetings. After the meetings, we will revise the individual sign type designs and map up to two more times in order to obtain final approval of the visual design of the entire sign type array and map.

The full sign type array generally includes the following types of signs:

- Trailblazers leading to bike paths/parking/transit options
- Parking Identification
- Route Identification/Kiosks signage
- Directional/Guide signs
- Trail General Information signs
- Amenity Directional/Guide signs
- Mile Marker signs
- Regulatory/Safety signs

At this point, we can develop sign templates for each sign type in Adobe InDesign format and prepare a unit cost estimate for the fabrication and installation of each sign type.

If custom graphic design elements such as icons, logos, interpretive layouts, etc. are needed, preparing the artwork for these elements is not included as part of our professional fees. If needed, we will estimate the costs for these elements during the project.

Note that we are designing a system to meet the specific wayfinding needs of Lake County Bike Path System in Illinois. Aspects of the system as designed may not meet all applicable local planning or zoning codes and may require variances from the local governing authority.

Deliverables: Digital versions of the final Sign Type Array, map and unit cost estimate

Onsite Meetings: Two, two-person trips to complete the design presentations and Community Meetings

Timeline: Two to three months

Task Three: Documentation

- We develop a sign location plan and sign message schedule for a test route;
- Verify the test route sign locations and messaging onsite; and
- Add detailed specifications to each sign type drawing.

Task Three Details

With Lake County's final approval of the wayfinding recommendations and designs, we begin Task Three, Documentation. This task includes testing the design on the North Shore route between Butterfield and St. Marys as well as the development of the Wayfinding and Signage Design Standards.

The programming documentation for the test route includes the development of a Sign Location Plan and Sign Message Schedule. The Sign Location Plan and Sign Message Schedule identify the high-level public wayfinding signage we have designed for the proposed system, plot its location and define its content. A Sign Location Plan is a site plan that graphically illustrates the preferred location of each proposed sign from a wayfinding standpoint, with locations depicted as accurately as possible given the plan's scale. A Sign Message Schedule defines what each sign will say, identifies the sign type, and lists its location. It also notes whether any graphics are included on the sign, such as directional arrows, icons or symbols.

We ask Lake County to review the Sign Location Plan and Sign Message Schedule closely for accuracy. We will modify these documents up to two times before asking for final approval.

After the documentation for the test route is completed, we will develop Design Intent Drawings for each sign type including dimensions, letter heights, material specifications, general mounting methods and color specifications.

Deliverables: A digital version of the test route documentation and design intent drawings for each sign type

Onsite Meetings: One, one-person trip to verify the sign locations and messaging on the test route

Timeline: Two to three months

Task Four: Implementation of Test Route

- We assist with the bid, fabrication and installation processes;
 - Review shop drawings, color samples, keystroking documents, etc.;
 - Consult with the Lake County sign shop or selected fabricator during fabrication and installation;
 - Conduct a final inspection and document the required modifications;
 - Survey users and evaluate findings; and
 - Develop the Bike Path Wayfinding and Signage Design Reference Manual.
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Task Four Details

Task Four, Implementation, includes consulting during the bid, fabrication and installation processes and the development of the Bike Path Wayfinding and Signage Design Standards Manual. If the Lake County Sign Shop can fabricate and install all of the signs in the test route, we will use the estimated bid process fees to consult with them through the fabrication process.

If a bid process is needed, we:

- Develop a mutually acceptable list of up to three qualified sign fabricators to include in a closed bid process;
- Issue the electronic Bid Package to those fabricators;
- Conduct a pre-bid conference call;
- Field bidder questions and issue any needed bid addenda during the bidding period;
- Evaluate bid returns, including bid samples (if applicable) and other submittals;
- Create a bid analysis spreadsheet, requesting clarification where needed; and
- Submit the bid analysis and a summary of findings for Lake County's review.

Once Lake County selects a fabricator, you hold the primary contractual relationship as Owner. It is the responsibility of the awarded fabricator to work from the approved Sign Message Schedule to create individual layouts for every sign face, in accordance with the specifications detailed in the Design Intent Drawings.

It is Corbin Design's responsibility to protect the design intent and assure faithful implementation of the sign message schedule and location plan. During this process we:

- Work with the Lake County Sign Shop and/or selected fabricator to issue necessary documentation;
- Review pre-fabrication submittals up to two times (shop drawings, color samples, etc.);
- Review annotated sign face layouts up to two times;

- Work with Lake County as you verify the accuracy of the messaging in these documents;
- Answer the fabricator's questions during the fabrication period;
- Monitor the fabrication progress via digital photos and conference calls;
- Conduct an onsite inspection after the completion of the test route installation; and
- Submit a list of items from the onsite inspection to Lake County, the Lake County Sign Shop and/or the fabricator for the fabricator to correct.

After the installation of the test route is complete, Corbin Design will develop a questionnaire to be completed by trail users. Questions will include physical attributes of the signage as well as the understanding of the proposed new logic. We will review this feedback, summarize the recommended changes to the proposed wayfinding system and discuss these changes with the Core Team. We will then make the necessary edits to the logic and signage design for final approval.

We then prepare the Bike Path Wayfinding and Signage Design Reference Manual. This document will include:

- A brief review of the issues and objectives of the wayfinding system;
- Documentation of the approved wayfinding logic/naming;
- A final cost estimate and phasing plan;
- Funding recommendations;
- Recommendations for new technology tools and modification to existing, if applicable;
- Recommendation for a Rescue Locator system that may be used in the future;
- Sign type drawings with specifications that are ready for bid;
- Sign templates for Lake County's internal use;
- Guidelines regarding sign setbacks, locations and messaging; and
- The Test Route Sign Location Plan and Sign Message Schedule showing a sample sequence of encounter.

At the end of this task we will present the Bike Path Wayfinding and Signage Design Reference Manual via a web-based conference call and update the document once before final approval.

In addition, Corbin Design will present a final, onsite presentation of the wayfinding plan to the Public Works and Transportation Committee.

Deliverable: A digital version of the Bike Path Wayfinding and Signage Design Reference Manual

Onsite Meetings: One, one-person trip to complete the final inspection and one, one-person trip to present to the Public Works and Transportation Committee

Timeline: Four to six months

Additional Services

Corbin Design is often asked to provide additional services in conjunction with a wayfinding and signage program, to promote the program and/or expand its reach. If asked to provide any of these services, we will submit a detailed cost estimate and obtain approval before performing any work. These services include but are not limited to:

- Designing or developing:
 - Custom icons, logos, etc.
 - Donor recognition signs or sign elements
 - Presentation materials for use in education or promotion of the program
 - Electronic, interactive or web-based wayfinding applications
 - Sign by sign audit of existing signage or a demolition report

- Sign Location Plans and Message Schedules beyond the one test route
- Mockup, temporary, prototype or sample signs, including:
 - Production, coordination or management
 - Fabrication or installation
- Determining electrical or structural requirements for building-mounted signage
- Construction documents with a seal from a licensed architect and/or engineer
- Zoning, DOT or Planning approval, including:
 - Attendance at meetings
 - Management of the process
 - Documentation beyond the items listed as deliverables in this proposal
- Translating sign messaging into languages other than English
- Management of a bid, fabrication or installation process beyond the included test route

Proposal Fee

Corbin Design asks to be compensated professional fees and estimated reimbursable expenses for the project as follows:

Professional Fees	Travel Expenses	General Expenses
\$113,010	\$11,750	\$1,000

Project Total: \$125,760

A breakdown of the estimated hours for each task and sub task is included on the attached spreadsheet. This spreadsheet will be updated with each invoice to show the progress schedule.

Fine Print

- 1) **Professional Fees** for services are billed monthly according to the progress of the work together with expenses incurred, and are payable within 30 days. No initial payment is required. Balances unpaid for 60 days after the date of invoice are subject to a late charge of 1½ percent per month. For any additional services that are requested, we first define a scope of services sufficient to determine the amount of professional fees required, receiving approval from Lake County before any additional services are provided. If the project is not completed within 18 months from the date of this contract, additional professional fees may be required.
- 2) **Travel Expenses** will be billed at the actual cost of transportation and living expenses incurred while performing services on the project. Estimated travel expenses for this project include ten single-person trips to Lake County. In order to maintain cost efficiency and stay within estimated budget guidelines, we request that meeting dates be confirmed at least two weeks in advance. If the project is not completed within 18 months from the date of this contract, or meeting dates are not confirmed at least two weeks in advance, additional travel expenses may be required.
- 3) **General Expenses** will be billed at actual cost for expenses we incur on behalf of the project such as printing, communications and shipping.
- 4) **Maximum Fees:** These maximum fees and expenses apply as long as the scope of the work remains the same, previously approved materials are not revised, and the work schedule proceeds directly and efficiently without a delay that exceeds six months. If it appears that the maximum fees and expenses could be exceeded for reasons beyond our control, we will

notify you, and agree either on new fee and expense limits or a new strategy for completing the project within the existing fees and expenses.

- 5) **Reactivation Compensation:** If the project is suspended for longer than six months and is subsequently reactivated, Lake County and Corbin Design shall, prior to reactivation, agree upon a lump sum or other basis of reimbursement to Corbin Design for any extra start-up costs occasioned as a result of the work having been suspended.
- 6) **Leadership Changes:** Should Lake County leadership change during the course of Corbin Design's work, or should new entities join the leadership team, necessitating additional client education, Corbin Design may elect to put its work on hold until a meeting is held to discuss project progress to date and future direction, to assure a smooth transition. Corbin Design's time and expenses applicable to such meeting, if any, shall be paid by Lake County as an additional expense along with associated fees.
- 7) **Insurance Coverage:** As a professional services firm located in Michigan, Corbin Design maintains the following insurance coverage:
- Commercial General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate;
 - Automobile Liability: \$2,000,000 combined single limit;
 - Excess Liability: \$1,000,000 per occurrence/\$1,000,000 aggregate;
 - Workers Comp and Employer Liability: \$1,000,000 per occurrence; and
 - Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate.

If additional insurance coverage is required, the cost of purchasing the additional coverage, if any, shall be paid by Lake County as an additional expense.

- 8) **Conditions and Responsibilities:** Lake County, through the suppliers identified by itself and Corbin Design, will be ultimately responsible for ordering, purchasing, receiving and verifying the signage, supervising installation and authorizing final payment for the test route. Corbin Design will not directly purchase or supply any specified items unless it is agreed upon prior to the purchase.

In dealing with contractors and suppliers, Corbin Design will act only as a consultant to Lake County, and Lake County will be solely responsible for payments to contractors and suppliers who might be involved in the work as a result of the design services provided by Corbin Design. Corbin Design will not be held responsible for the failure of contractors or suppliers to satisfactorily perform under their agreements with Lake County.

The Sign Location Plan provided to Lake County by Corbin Design is general in nature and not to scale, and reflects locations deemed desirable for the effectiveness of the overall wayfinding plan. They do not include exact locations or provide mounting, electrical or landscaping specifications. The investigation of actual exterior site conditions such as underground utilities and other encumbrances is the responsibility of Lake County and the sign contractor selected to install the signs.

Bid Documents prepared by Corbin Design show design intent, not construction or engineering detail. The fabricator is responsible for fabrication, installation and overall product quality. We expect the more detailed development and engineering of the design-intent drawings and installation detail to be shown in the fabricator's submitted shop drawings. Corbin Design and Lake County will review all shop drawings submitted by the fabricator.

Although we would prefer to work with signage contractors mutually selected by Lake County and Corbin Design, we recognize that certain conditions may require that the competitive bidding process for the signage fabrication and installation be open to all bidders, regardless of their qualifications. If such an open bid process or management of a prequalification

process is required, we reserve the right to adjust our fees for Task Four based on our evaluation of the qualifications of the successful bidder and the need for additional project management on Corbin Design's part. We will notify Lake County before issuing a change order for these services.

Lake County is responsible for coordinating the provision of electrical service to sign locations that require electricity, working with the fabricator to set up sign installation schedules and following up with the fabricator to verify that all punch list items have been corrected to Lake County's satisfaction.

This fee proposal shall remain in effect for 90 days. We reserve the right to re-evaluate our proposal if not acted upon during this period. Our quotation for professional fees is based on the anticipated project schedule, and our past experience with projects of similar size and complexity.

This Agreement may not be assigned, sublet or transferred without the written consent of both parties. Either party may terminate the Agreement by giving seven days written notice or at the completion of any of the parts or tasks outlined above. In the event of termination, Corbin Design shall be compensated for all work performed to the date of notification, including authorized general expenses, change orders and additional services.

Although our services result in the provision of tangible items to Lake County, this Agreement is a contract for services and not for the sale of goods. Corbin Design will determine methods, details and means of performing the services provided at our sole and reasonable discretion.

Lake County Bike Path, Illinois Wayfinding & Signage Design Standards Cost Proposal				Professional	Travel
	JF	MP	MO	Fees	Expenses
	135	120	115		
Task One: Analysis					
Familiarization with Routes and 2040 Plan; Set Up Mtgs; Prepare Agenda	4	4	8	1,940	
Prepare for Stakeholder/Community Involvement Meetings	16	8	16	4,960	
Initial Site Visit (Meetings and Site Work)	32	32	32	11,840	4,250
Develop Wayfinding System Objectives and Project Schedule	8	8	10	3,190	
Develop Wayfinding Logic/route naming, Site Plan and Destination List	12	8	8	3,500	
Develop the Community Involvement Process & Tools	8	8	12	3,420	
Assemble Wayfinding Recommendations Summary Document	4	8	4	1,960	
Discuss Recommendations Summary via Join.me; Revise; Submit	4	4	6	1,710	
				32,520	
Task Two: System Design					
Develop Initial Design Concepts	24	16	8	6,080	
Present Initial Design Concepts	16	16		4,080	2,000
Revise Selected Concept	12	8	2	2,810	
Develop Full Sign Type Array	20	20	2	5,330	
Develop Bike Path System Map	8	16	4	3,460	
Present Full Sign Type Array and Map; Two Community Meetings	24		24	6,000	2,500
Refine Full Sign Type Array and Map	14	18	4	4,510	
Develop Cost Estimate	2		4	730	
Revisions to Final Designs as Required; Submit	6	8	2	2,000	
Develop Sign Templates for Lake County's Internal Use	20	20	8	6,020	
				41,020	
Task Three: Documentation					
Prepare Location Plan and Message Schedule for Test Route	10	10	4	3,010	
On-site Sign Location/Messaging Verification for Test Route	20			2,700	1,000
Revise Location Plan and Message Schedule	6	6	2	1,760	
Complete Sign Specifications and Bid Documents	20	16	4	5,080	
				12,550	
Task Four: Implementation of Test Route					
Assist with Issuing the Bid or Consult with Sign Shop	8		8	2,000	
Analyze Bids and Make Recommendations or Consult with Sign Shop	8		8	2,000	
Consult with Sign Shop or Fabricator During Implementation	8		8	2,000	
Review Samples, Shop Drawings, Schedules, Etc.	8		8	2,000	
Develop Questionnaire for Test Route; Evaluate Findings; Discuss	10	4	12	3,210	
Conduct Final Inspection	20			2,700	1,000
Prepare Punchlist Report	4			540	
Develop the Bike Path Wayfinding and Signage Design Reference Manual	16	16	16	5,920	
Discuss Design Reference Manual via Join.me; Revise; Submit	10	10	12	3,930	
Final Presentation to Public Works and Transportation Committee	16		4	2,620	1,000
				26,920	
Total Hours	398	264	240	902	
Professional Fees				\$113,010	
Travel Expenses				\$11,750	
General Expenses				\$1,000	
TOTAL				\$125,760	