

#18089-B
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County ("County") and STV Construction, Inc. ("Architect"), 200 W. Monroe Street, Suite 1650, Chicago, Illinois 60606-5015

RECITALS

WHEREAS, Lake County is seeking an Architect to provide Architectural/Engineering Design services.

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

WHEREAS, Lake County Purchasing Division issued Statement of Interest Number 18089 in connection with this procurement; and

WHEREAS, the Purchasing Agent and the selection committee have determined that the Proposals submitted by the Architect on October 18, 2018 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 March 12, 2019 authorizing the Purchasing Agent to execute this Agreement;

SECTION 1. AGREEMENT DOCUMENTS

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

- A. This Agreement
- B. Architect's Scope of Work Proposal dated February 15, 2019 and noted herein as Exhibit A
- C. Statement of Interest (SOI) Number 18089 noted herein as Exhibit B
- D. The Architect's Response to Statement of Interest 18089 dated October 18, 2018 noted herein as Exhibit C

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 WORK

Architect shall provide professional architecture and engineering project management services to assist with specific capital projects. Project management services shall consist of planning, executing, controlling, scheduling, communicating project details at a high level to maintain installation quality, coordination of construction activities and manage project budgets. The projects assigned may be highly complex facility improvements with complex coordination sequencing with one or many internal departments to maintain their operational needs before, during, and after a rehabilitation project. A Project and/or a Construction manager will act as Lake County's principal agent in the management of administrative duties of project management or providing construction management like a project superintendent.

An initial four projects have been identified: Project 1: Babcox IP Camera Installation Overview, Project 2: Depke Fire Alarm and PLC Security System Replacement Overview, Project 3: Administrative Tower Security Equipment Replacement Overview, Project 4: Babcox Air Handling Unit & VAV Box Replacement Overview. Additional projects that may be assigned shall be at the direction of Lake County's Director of Facilities and Construction, or their designee. The Architect shall provide an estimate of hours and timeframe for completion for each additional project that will be mutually agreed upon by the Parties.

SECTION 3. DURATION

This contract shall be in effect for a two (2) years period from the date of award. Lake County reserves the right to renew this contract for three (3) additional one (1) year period(s), subject to acceptable performance by the Architect. At the end of any contract term, Lake County reserves the right to extend this contract for a period up to sixty (60) days for the purpose of getting a new contract in place.

SECTION 4. AGREEMENT PRICE

The County will pay the Architect based on an hourly rate for project management services as noted in the Architects proposal dated February 15, 2019 based on the following schedule and identified in Exhibit A.

	Timeframe	Number of Hours	Amount
Project No. 1	3/12/19 – 7/31/19	156	\$27,768.00
Project No. 2	5/14/19 – 10/31/19	120	\$21,360.00
Project No. 3	4/4/19 – 8/31/19	178	\$31,684.00
Project No. 4	7/11/19 – 7/3/20	762	\$135,636.00
Project Total			\$216,448.00
Reimbursables			\$10,000.00
Project Total			\$226,448.00

Hourly rates for project management services in the optional years 3 through 5 and as noted in the Architects proposal dated February 15, 2019 based on the following schedule and identified in Exhibit A.

Position	Rate
Senior Project Manager	\$178/hourly
Project Manager	\$160/hourly
Cost Estimator	\$165/hourly
Reimbursables	\$10,000 max each year

Lake County shall make periodic payments to Architect based upon actual progress within 30 days after receipt and approval of invoice. Said payments shall not exceed the hourly rates identified in the Agreement, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

SECTION 5. PRICE ESCALATOR

Prices throughout the initial term of the contract shall remain firm/fixed for the first term. Written requests for price revisions after the first term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in

the contract price shall be made in the amount of the actual change in cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. The County reserves the right to reject any price increase and to terminate the contract.

SECTION 6. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Architect shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Architect shall maintain records showing actual time devoted and cost incurred. Architect shall permit a representative from Lake County to inspect and audit all data and records of Architect for work and/or services provided under this Agreement. Architect 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 7. 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 8. KEY PERSONNEL

Architect shall not replace any Key Personnel without the County's prior written consent, which shall not be unreasonably withheld. Should one of the Key Personnel be reassigned, become incapacitated, cease employment by Architect, and/or be unable to perform the functions or responsibilities assigned to him or her, Architect shall (i) within ten (10) business days, temporarily replace them with another properly qualified employee and (ii) within thirty (30) calendar days, permanently replace the contact. Lake County reserves the right with advance notice, and Architect having the opportunity to remedy, to request the dismissal and removal of Architect staff from the project for reasonable cause. Any decision to substitute or

replace Architect's Subcontractor for the implementation of proposed solution, will need a prior written consent from the County.

- Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.
- Provide detailed resumes for all key professionals who will be directly responsible for providing services to the County. Include the following information; title, number of years at your firm, total number of years of experience, professional designations or licenses.

SECTION 9. INDEMNIFICATION

Architect 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 Architect. 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 10. INSURANCE

The Architect 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/Architects 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 Architect 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 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 11. INDEPENDENT CONTRACTOR

Architect 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 Architect’s manner, detail, or means by which Architect accomplishes tasks under this Agreement.

SECTION 12. 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 13. 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 14. 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 15. 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 16. NOTICES AND COMMUNICATIONS

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

STV Construction, Inc.
200 W. Monroe St., Suite 1650
Chicago, IL 60606

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

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

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

To the extent Lake County agrees to an assignment, delegation, or subcontract by Architect, Architect shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Architect 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, Architect 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 Architect's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Architect with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Architect'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 Architect 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. Architect shall deliver the work product to Lake County upon completion of Architect's work, or termination of the Agreement, whichever comes first. Architect may retain copies of such work product for its records; however, Architect 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

Architect 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:

STV Construction, Inc.

Purchasing Agent
Lake County

Jay Turner, CCM
Vice President/Midwest Territory Manager

Date _____

Date _____