

#20029
AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This AGREEMENT is entered into by and between Lake County (“County”) and Wold Architects and Engineers (“Consultant”), 220 North Smith Street, Suite 310, Palatine, IL 60067

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for Lake County Wayfinding Project as noted in the Consultant’s proposal dated January 10, 2020, (“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 January 10, 2020.

SECTION 2. SCOPE OF WORK

Consultant understands that the objectives of this project will be the development of logical, scalable improvements to wayfinding at the Waukegan campus with specific focus on the integration of a digital signage solution to achieve the following goals:

- Improve navigations and access to high volume destinations located between the north security screening (northern-most entrance adjacent to public parking ramp) and the Babcox Justice Center (southern-most building).
- Develop common nomenclature for building and service identification.
- Identify protocol and responsibilities for management and upkeep with various aspects of the wayfinding solution.

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 15 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.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee of \$57,090 for deliverables and a fixed reimbursables of \$500 for mileage, communication and in-house printing/reprographics as identified in Consultant’s proposal dated

January 10, 2020 and will bill the County not more than once per month based upon the 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 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 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:

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067

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:

Wold Architects and Engineers



Purchasing Agent
Lake County

Title Partner

Date _____

Date January 21, 2020



January 10, 2020

Jonathan Joy
Facility and Construction Services
Lake County Government
18 North County Street, 9th Floor
Waukegan, Illinois 60085

Re: Lake County Wayfinding Project
Design Services Fee Proposal
Commission No. 9999

Dear Jonathan:

Wold Architects and Engineers is pleased to present this proposal for architectural services for the design, implementation and installation of the proposed wayfinding project for the County's downtown campus in Waukegan, Illinois.

Lake County Facility and Construction Services staff recognizes that there are known challenges experienced by the public when visiting and navigating the Waukegan campus. Public can frequently be found seeking directions to end destinations including: the Babcox Justice Center, the Circuit Clerk's Office, and various courtrooms. While the buildings' layout presents some unavoidable access and path of travel challenges, significant improvements can be realized through developing a comprehensive wayfinding strategy for guiding individuals through the complex.

Wold understands that the objectives of this project will be the development of logical, scalable improvements to wayfinding at the Waukegan campus with specific focus on the integration of a digital signage solution to achieve the following goals:

- Improve navigations and access to high volume destinations located between the north security screening (northern-most entrance adjacent to public parking ramp) and the Babcox Justice Center (southern-most building).
- Develop common nomenclature for building and service identification.
- Identify protocol and responsibilities for management and upkeep with various aspects of the wayfinding solution.

It is anticipated that, at the end of the Design Phase, Lake County will proceed with partial implementation of the wayfinding improvements in areas of the campus that are not master planned for significant redevelopment in the near future. Other aspects of the overall proposed strategy may be staggered for implementation as part of larger capital improvements. Wold will work closely with Lake County Facility and Construction services to establish a comprehensive master plan and implementation strategy through the course of the Design Phase.

Furthermore, as defined by Lake County Facility and Construction Services, it is anticipated that the development of this project will be guided by engagement with two parallel work groups comprised of County personnel: the Primary Stakeholder Group (PSG), and the Technical

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

**PLANNERS
ARCHITECTS
ENGINEERS**



Stakeholder Group (TSG). The PSG will be engaged to assist in defining the problem; identify the preferred solution; and support the policies, phasing or logistics which may be required to implement the preferred solution. The PSG will also be asked to support the recommendations provided by the TSG. The TSG will focus on specific means, methods, finances, implementation, and ongoing management of the preferred solution developed by the PSG. It is expected that (at a minimum) this will include a digital wayfinding kiosk.

Wold scope of services for this project are proposed as outlined below.

Design Phase

- Compilation of existing site and building plans.
- Review of minor signage and wayfinding improvements made since the completion of the Courts Annex Phase 2 design development.
- Field verification and graphic documentation of existing campus signage (interior and exterior).
- Development of a stakeholder survey to be distributed to PSG and TSG members prior to the first meeting to gather initial input.
- Continued development of Courts Annex wayfinding concepts and adaptation for broader campus implementation.
 - Focus on migration of public from north security screening to Bond Court located at the 1st Floor of the Babcox Justice Center.
 - Ensure directions to primary public interface points (Courts, Circuit Clerk, Probation, Jury Assembly, Bond Court, Facility Operations, Communications, etc.).
 - Coordination with established Lake County finishes and branding standards.
- Meetings with the PSG, as required, to present the developed concepts for campus-wide wayfinding.
- Meetings with the TSG, as required, to coordinate system operation, management, and capabilities specific to digital signage solutions.
 - Engage systems vendors and integrators to assist with evaluation of available feature, platforms, systems requirements, and costs (initial, recurring, subscription, etc).
- Final on-site presentation with stakeholders regarding capabilities, improvements and adaptability with solutions presented to Lake County Facility and Construction Services.
 - Development of renderings, mock-ups, etc. to illustrate a comprehensive wayfinding strategy.
 - Provide estimate of construction and associated project costs.

Construction Documents Phase

- Development of construction drawings and specifications as required for bidding or request for proposal.
 - Review meetings with Lake County Facility and Construction Services to review 50% and 95% draft documents.
- Update estimate of construction and associated project costs.



Bidding Phase

- Attend pre-bid meeting.
- Review and respond to requests for clarification from potential bidders.
- Prepare necessary addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation.

Construction Administration Phase

- Attend pre-installation meeting.
- Review shop drawings, submittals, payment requests, etc.
- Attend project progress meetings.
- Provide project installation observation reports.
- Provide punch lists.

Close-Out Phase

- Confirm Contractor’s certification of punch list completion.
- Ensure all required documentation is submitted (O & M manuals, record documents, warranties, final waivers, etc.)
- Review and recommend final payment requests.

Wold anticipates that the Design Phase will take approximately three (3) months. Based on dialog with Lake County Facility and Construction Services, it should be possible to limit the number of meetings with the PSG to only three meetings; however, Wold will not limit the number of meetings included in our fixed fee proposal. The cadence of meetings may be somewhat irregular in order to allow for development of concepts and necessary interfaces with the TSG. A strategy of using surveys distributed ahead of meetings, as well as assigned tasks outside of the scheduled meetings, will be employed in an attempt to streamline input gathering and decision making. Wold anticipates that the Construction Documents Phase will take approximately one (1) month.

Wold is proposing a fixed fee based on an estimated number of hours associated with the identified scope work. A breakdown of our proposed fee is as follows:

Employee Classifications	Estimated Hours by Phase*					Sub-Total	Hourly Rate	Extension
	DD	CD	BD	CA	CO			
Project Manager/Associate	24	16	2	2	2	46	\$ 180.00	\$ 8,280.00
Project Coordinator/Design Staff	240	80	8	24	4	356	\$ 135.00	\$ 48,060.00
Administrative/Clerical Staff	2	4	1	2	1	10	\$ 75.00	\$ 750.00
Total Hours	266	100	11	28	7	412		\$ 57,090.00

* Wold does not include travel time to and from the site as part of Billable Project Hours



Wold proposed fixed reimbursables of \$500 for mileages, communication, and in-house printing/reprographics.

Upon authorization from Lake County, Wold is available to begin this work in February 2020.

We appreciate the opportunity to present this proposal for your consideration, as well as your continued trust in the Wold team. We look forward to working with you on this exciting project. Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink that reads "Matt Bickel".

Matt Bickel | AIA, LEED AP
Partner

cc: Kirsta Ehmke, Wold
Monica McCrory, Wold
Elisabeth Geib, Wold

KH/O:/Promo/COU/Lake/crsp/2020/jan20