

**AGREEMENT #21054 FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and Wiss, Janney, Elstner Associates, Inc. ("Consultant"), 330 Pfungsten Road, Northbrook, IL 60062

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for the Probation Department Building Truss Repair Construction Observation Services as noted in the Consultant's proposal dated January 19, 2021, ("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,
- B. Consultant's proposal and all exhibits thereto, including statement of work, dated January 19, 2021.

SECTION 2. SCOPE OF WORK

Phase 3: Construction Observation: The actual scope of construction period services cannot be confirmed until the construction schedule and duration of the repair work has been determined. For the purposes of this proposal, a 12-week construction period has been assumed, and the following work scope is to be included in Phase 3.

- a. Attend a pre-construction/project start-up meeting with the selected contractor to review proposed work schedule, sequencing, and project requirements. The selected contractor will be responsible for obtaining all applicable permits.
- b. Attend weekly progress meetings on site to review project issues. We will prepare minutes that summarizes progress meetings for distribution to the County and contractor.
- c. Perform periodic site visits to observe ongoing repair work to help ensure that project requirements are satisfied. As part of this work, inspections will be performed of each completed truss repair. This proposal assumes that site visits will be performed once a week and will be coordinated with weekly project meetings as practical. A site visit report will be issued following each visit to document our observations and issued discussed in the field.
- d. Review submittals, requests for information (RFIs), and payment applications.
 - Review required submittals from the contractor as they relate to the consultant designated repairs, including material information, physical samples, and shop drawings to determine compliance with project requirements.
 - Respond to contractor RFIs. This proposal assumes that any needed site inspections to assess RFIs will occur during the identified site visits. RFI responses will be documented in contractor provided RFI form and/or summarized in site visit reports as appropriate.
 - Review contractor payment applications, lien waivers, and warranty information as work progresses based on observed conditions described in the items above. This proposal assumes as many as three payment applications.

- e. Perform final site visits to review the substantially completed reinforcing work, followed by a punch list review, as needed. This proposal assumes that as many as two visits will be required.
- f. Provide brief report regarding disposition of building after the completion of repairs.

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

Lake County shall make periodic payments to Consultant based upon actual progress within 30 days after receipt and approval of invoice. Said payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

Phase 3 - Construction Period Services		
1.	Preconstruction meeting	\$5,000
2.	Weekly progress meeting	\$24,000
3.	Periodic site visits**	\$8,000
4.	Review of submittals, RFIs, and monthly payment applications	\$8,000
5.	Final inspection, punch lists	\$4,000
6.	Final report regarding structural repairs	\$4,500
	Total Agreement Amount	\$53,500

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 arises 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 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

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 Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- b) Contractor agrees that with respect to the above required insurance (except Professional Liability), Lake County shall be named as additional insured, including its agents, officers, and