

**Agreement #12044 for ENGINEERING SERVICES
For Lake County Jail Parking Lot**

This AGREEMENT is entered into by and between Lake County (hereinafter, "County") and Christopher B. Burke Engineering Ltd. (hereinafter, "Engineer") 9575 West Higgins Road, Suite 600, Rosemont, IL 60018-4920.

RECITALS

WHEREAS, Lake County is seeking an Engineer to provide Engineering Services including permitting and preparation of construction documents, bid review, part time construction observation, for a new parking lot at the corner of Water Street and Martin Luther King Jr. St. (approximately 170 spaces). Included will be a concept evaluation of adding a parking deck to the southern surface lot

WHEREAS, Christopher B. Burke Engineering Ltd. is a professional provider of Engineering services; and

NOW, THEREFORE, Lake County and the Engineer AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and the Engineer are:

- A. This Agreement
- B. Proposal from Christopher Burke Engineering Ltd. January 24th, 2012 and listed as Exhibit A.

In the event of conflict between or among the above Agreement Documents, the Agreement Documents listed above are in the order of precedence.

SECTION 2. SCOPE OF SERVICES

Scope of services as outlined in the Engineer's attached proposal for the following: Scope of Services includes permitting and preparation of construction documents, bid review, part time construction observation, for a new parking lot at the corner of Water Street for Lake County (approximately 170 spaces). Included will be a concept evaluation of adding a parking deck to the southern surface lot

- Task 1 - Coordination Meetings
- Task 2 – Pre-final Plans, Specifications and Cost Estimate
- Task 3 - Structural Wall Plans
- Task 4- Concept Parking Deck Analysis
- Task 5- Storm water and Floodplain Permitting
- Task 6- Wetland Permitting
- Task 7- Utility Coordination
- Task 8- Final Plans Specifications and Cost Estimate (100%)
- Task 9- Bid Review
- Task 10- Construction Observation
- Task 11- Shop Drawing Review
- Task 12- Shop Drawing Review
- Task 13- As-Built Survey
- Task 14- Direct Costs
- Task 15- Designated Erosion Control Inspector (DECI) Optional

SECTION 3. DURATION

This Agreement shall commence upon execution and shall be effective through final acceptance of construction. The Architect shall submit a schedule for County approval of the work to be performed.

SECTION 4. INDEMNIFICATION

The Engineer agrees to indemnify the County, its agents, servants, and employees, and hold it and them harmless against 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 out of Engineer's negligent acts in connection with the services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Engineer must obtain, for the Agreement term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- ❑ **Worker's Compensation Insurance** covering all liability of the Engineer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- ❑ **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from.

| | |
|--------------------------------|---------------------|
| General Aggregate Limit | \$ 2,000,000 |
| Each Occurrence Limit | \$ 1,000,000 |

- ❑ **Comprehensive General Liability** in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

| | |
|--------------------------------|---------------------|
| General Aggregate Limit | \$ 2,000,000 |
| Each Occurrence Limit | \$ 1,000,000 |

Engineer agrees that with respect to the above required Comprehensive General Liability insurance, County shall be:

- named as additional insured **by endorsement** as their interest may appear;
- provided with thirty (30) days notice, in writing, of cancellation or material change;
- provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. FEES

| | |
|---|--------------|
| Task 1 - Coordination Meetings | \$1,600 |
| Task 2 – Pre-final Plans, Specifications and Cost Estimate | \$28,500 |
| Task 3 - Structural Wall Plans | \$15,500 |
| Task 4- Concept Parking Deck Analysis | \$5,500 |
| Task 5- Storm water and Floodplain Permitting | \$7,500 |
| Task 6- Wetland Permitting | \$7,000 |
| Task 7- Utility Coordination | \$1,200 |
| Task 8- Final Plans Specifications and Cost Estimate (100%) | \$14,000 |
| Task 9- Bid Review | \$1,200 |
| DESIGN SUBTOTAL | \$82,000 |

| | |
|---|-----------|
| Task 10- Construction Observation | \$10,400 |
| Task 11- Shop Drawing Review | \$1,200 |
| Task 12- Shop Drawing Review | \$2,500 |
| Task 13- As-Built Survey | \$4,200 |
| | |
| CONSTRUCTION SUBTOTAL | \$18,300 |
| | |
| Task 14- Direct Costs | \$1,000 |
| Task 15- Designated Erosion Control Inspector (DECI) Optional | \$8,400 |
| | |
| TOTAL | \$109,700 |

SECTION 7. INVOICES & PAYMENT

The Engineer shall be eligible for progress payments as follows: Invoices may be submitted for work performed on a monthly basis, including a narrative of work provided and level of effort breakdown of hours worked, up to the level of each deliverable, until each deliverable is completed and accepted by the County. The Engineer shall submit monthly invoices detailing the services performed in accordance with the payment provisions of this Agreement. Payments shall be made in accordance with the Local Government Prompt Payment Act. Please reference purchase order number on all invoices.

SECTION 8. STATEMENT OF OWNERSHIP

The Documents prepared by the Engineer for this Project are the property of the County, and Engineer may not use the above mentioned items for any purpose not relating to the Project without the County’s consent, except for the Engineer’s standard details and specifications. The County shall be furnished with the Documents via electronic format (both PDF and CAD formats), as well as written format. Upon completion of the Engineer’s Work or any earlier termination of this Agreement, as provided for herein, the Engineer will revise drawings/documents to reflect changes as authorized and made during this project and will promptly furnish the County with the drawings/documents via electronic format (both PDF and CAD formats) and written format. All such drawings and specifications shall be the property of the County who may use them without the Engineer’s permission for any current or future Lake County project.

SECTION 9. TERMINATION

The County reserves the right to terminate this Agreement, or any part of this Agreement, at the completion of any Phase or upon thirty (30) days written notice.

The County may, at any time, terminate the Agreement for the County’s convenience and without cause. Upon receipt of written notice from the County of such termination for the County’s convenience, the Engineer shall:

- cease operations as directed by the County in the notice;
- take actions necessary, or that the County may direct, for the protection and preservation of the Work; and
- Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and Purchase Orders.

In case of such termination for the County’s convenience, the Engineer shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event of an alleged default of the Agreement by the Engineer, the County will provide a written notice to the Engineer defining the default(s) and give thirty (30) days for the Engineer to cure said default(s). If the default(s) are not cured, then the County will provide written notice of termination to the Engineer.

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

SECTION 10. SCHEDULE

The Engineer shall submit for the County's approval a schedule for the performance of the Engineer's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause be exceeded by the Engineer.

SECTION 11. JURISDICTION, VENUE, CHOICE OF LAW

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 12. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor and no employee or agent of the Engineer shall be deemed for any reason to be an employee or agent of the County.

SECTION 13. WARRANTS

The Engineer represents and warrants to the County that none of the work included in this Agreement will in any way infringe upon the property rights of others. The Engineer shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 14. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, 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.

SECTION 15. 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 16. 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 17. 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 18. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by the Engineer to Lake County relative to this Agreement shall be addressed to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Gary L. Reis, Purchasing Agent.

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

Lake County:

Christopher B. Burke Engineering Ltd.

RuthAnne Hall

Printed Name: _____

Purchasing Agent

Title: _____

Date _____

Date _____

EXHIBIT A



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

January 24, 2012

Lake County Department of Finance and
Administrative Services
18 N. County Street, 9th Floor
Waukegan, IL 60085

Attention: Jonathan Joy – Construction Division

Subject: **Proposal for Professional Engineering for the Lake County Jail Parking Lot in Waukegan, IL.**

Dear Mr. Joy:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that Lake County is proceeding with the development of a parking lot to serve the Lake County Jail in Waukegan. Due to the existing grade change present on the vacant site, two parking lots separated by a retaining wall are proposed. The proposed lot may serve as parking for jurors and will possibly include gated entrances.

SCOPE OF SERVICES

Our Scope of Services includes permitting and preparation of construction documents, bid review, and part time construction observation for a new parking lot at the corner of Water Street and Utica Street for the Waukegan Jail (approximately 170 spaces). Our scope is based on the preliminary plan attached at the end of this proposal. We will also complete a concept evaluation of adding a parking deck to the southern surface lot. A topographic survey and geotechnical investigation has already been completed.

CBBEL proposes the following scope of services for the projects.

Task 1 – Coordination Meetings

CBBEL will attend coordination meetings with the County, the County and additional parties if needed. We anticipate three meetings will be required.

Task 2 - Preliminary Plans, Specifications and Cost Estimate (75%)

Based on the approved alternate, CBBEL will prepare preliminary plans, specifications and an estimate of construction cost. Contract documents will be in accordance with Lake County and IDOT standards and will be in English units.

In addition to the project specifications, the following drawings will be provided for preliminary review:

- 1 Cover Sheet
- 2 General Notes
 - Include Major Notes Needed to Clarify Project's Intent
- 3 Typical Sections/Construction Details
 - Complete and Comprehensive
 - Clearly Describes Improvements
- 4 Summary of Quantities
- 5 Parking Lot Geometric Plans (1"=20")
- 6 Parking Lot Grading/Utility Plans (1"=20")
- 7-10 Lighting Plans/Photometrics
- 11 Pavement Marking Plans (1" = 20')
- 12 Erosion Control/Landscaping Plans (1" = 20')
- 13 Detention Plan (1" = 20')
- 14-15 Cross-Sections
 - Sufficient in Number to Verify ROW Needs
 - Sufficient in Number to Delineate Drainage Patterns.
 - Through Driveway to Verify Constructability (Satisfactory Grades)
 - All Known Utilities Plotted and Proposed Ditching Sufficiently Complete to Allow Identification of Utility Conflicts

An estimate of construction cost will be submitted for review along with the preliminary plans and specifications. CBBEL will coordinate the electrical requirements of the entrance gates/security system with the County, however, it is assumed these will be designed by others.

Task 3 – Structural Wall Plans

CBBEL will design and prepare plans and specification for the required retaining walls. It is anticipated that two different retaining wall types will be used: concrete block with geogrid and sheet piling with tie-backs.

Task 4 – Concept Parking Deck Analysis

CBBEL will perform a concept level analysis of adding a parking deck over the southern surface lot. CBBEL will prepare a concept circulation plan with proposed deck elevations, clearances and concept foundation types and locations. The analysis will include an opinion of probable cost.

Task 5 – Stormwater and Floodplain Permitting

CBBEL will apply for the required permits to construct the project. The site is adjacent to the Waukegan River, which has greater than 640 acres of tributary area at the site location. The preliminary plan shows the site grading encroaches on the ravine slope, so a Base Flood Elevation (BFE) Determination will be performed for the site to determine the BFE of the River in relation to the retaining wall limits. If the site work is above the BFE, the Watershed Development Permit (WDP) for the project can be issued by the City of Waukegan as a certified community. If the site work is below the BFE, the project would be considered a public development in the regulatory floodplain and the WDP would have to be issued by Lake County Stormwater Management Commission (SMC). The site plans will have to comply with the Lake County Watershed Development Ordinance (WDO) whether the WDP is issued by the City of Waukegan or SMC. To demonstrate compliance with the WDO, a stormwater report will be prepared with calculations for stormwater detention, Best Management Practices (BMPs), floodplain fill and compensatory storage (if required). The stormwater report would be submitted to SMC or the City of Waukegan, depending on whether or not the site work is above or below the BFE. CBBEL will schedule pre-application meetings with the permitting agencies prior to permit application submittals. CBBEL will also submit the required IEPA NOI.

Task 6 – Wetland Permitting

An investigation of the project site will be completed to determine the limits of any wetlands or waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system. CBBEL will submit requests for threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR) and we will complete a review of threatened and endangered species in accordance with the U.S. Fish and Wildlife Service procedures. We will coordinate a visit by Lake County Stormwater Management Commission staff to confirm the delineated wetland and waters boundaries. The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph. CBBEL Environmental Resources Staff will prepare wetland and buffer portions of the Stormwater Management Permit Application to be placed in the overall Stormwater Submittal. This information will also be compiled and assembled for placement in permit application packages to the U.S. Army Corps of Engineers and the Illinois Environmental Protection Agency. This document will include the required exhibits, specifications, data and project information. It is anticipated that any wetland permitting will be a Regional Permit through the U.S. Army Corps of Engineers and would not require preparation of conceptual mitigation plans or significant wetland review agency coordination.

Task 7 – Utility Coordination

CBBEL will send preliminary plans to all utility companies that own facilities within the project limits. Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments.

Task 8 – Final Plans Specifications and Cost Estimate (100%)

CBBEL will finalize the contract documents based on the preliminary review. The requested number of copies of plans and specifications will be submitted to Lake County. A final estimate of construction cost and estimate of required working days will also be submitted.

Task 9 – Bid Review

CBBEL will attend a Pre-Bid Meeting, answer any bidder's questions during the bid period and issue an addendum if required. CBBEL will review and tabulate the bids and make a recommendation for award to Lake County.

Task 10 – Construction Observation

CBBEL will perform the following part time construction observation services. We have assumed 12 weeks construction period and that we will perform a site visit once a week (4 hrs) for 10 weeks during utility, parking lot, block retaining wall and lighting construction and daily visits (4 hrs) for 2 weeks while the sheet pile wall is being constructed.

- Observe part time the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work **when present at site**, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist contractors in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Review test reports provided by the County and give recommendations based on the results.
- Review payment requisitions and change orders and recommend payments for the County's approval. We assume project will be a lump sum type contract with multiple pay requests.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.

- Coordinate and conduct the final inspection with the County, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the County concerning acceptance.
- Except upon written instructions of the County, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Maintain a set of Record Drawings (not an as-built survey) on which all changes are noted and deliver a reproducible set of them to the County at the completion of the Project.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

Task 11 – Shop Drawing Review:

CBBEL will review shop drawing submittals for the proposed retaining walls, underground storage facility and lighting system.

Task 12 - SWPPP Preparation:

CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation CBBEL will complete a site visit to observe current site conditions, assist the project engineer with selecting soil erosion and sediment control (SESC) Best Management Practices (BMPs), and will review and comment on the final SESC plan. CBBEL will submit an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 13 – As-Built Survey:

Upon completion of the construction, CBBEL will perform an as-built survey of the construction of the proposed plans. CBBEL will supply a set of plans in the current as-built conditions with a strike and overwrite condition for the proposed grades. The as-built survey will be reviewed and sealed by a professional surveyor licensed in the State of Illinois.

Task 14 – Direct Costs:

Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. An itemized list of the anticipated Direct Costs is attached.

Task 15 (OPTIONAL) – Designated Erosion Control Inspector (DECI):

CBBEL will provide a *Designated Erosion Control Inspector* (DECI) for the course of the construction project in accordance with Article VI of the WDO. The DECI shall conduct inspections and document as described below:

1. Upon completion of installation of sediment and runoff control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading,
2. After stripping and clearing,

3. After rough grading,
4. After final grading,
5. After seeding and landscaping deadlines,
6. After every seven (7) calendar days or storm event with greater than 0.5-inches of rainfall,
7. After final stabilization and landscaping, prior to removal of sediment controls.

All visits will be documented using the standard SMC *Field Observation Report*. Copies of the report will be maintained onsite within the SWPPP binder and within the CBBEL project file. For the purposes of this proposal we have assumed that construction will last 3 months requiring a total of 21 site visits. If more than 21 site visits are required, a supplemental contract will be required to cover the cost of those additional services.

ESTIMATE OF FEE

| | |
|--|------------------|
| Task 1 – Coordination Meetings | \$ 1,600 |
| Task 2 – Preliminary Plans, Specifications and Cost Estimate (75%) | \$28,500 |
| Task 3 – Structural Wall Plans | \$15,500 |
| Task 4 – Concept Parking Deck Analysis | \$5,500 |
| Task 5 – Permitting (Stormwater and Floodplain) | \$7,500 |
| Task 6 – Permitting (Wetland) | \$7,000 |
| Task 7 – Utility Coordination | \$ 1,200 |
| Task 8 – Final Plans Specifications and Cost Estimate (100%) | \$14,000 |
| Task 9 – Bid Review | \$ 1,200 |
| Design Subtotal | \$82,000 |
| | |
| Task 10 – Construction Observation | \$10,400 |
| Task 11 – Shop Drawing Review | \$1,200 |
| Task 12 – SWPPP Preparation | \$2,500 |
| Task 13 – As-Built Survey | \$4,200 |
| Construction Subtotal | \$18,300 |
| | |
| Task 14 – Direct Costs | \$1,000 |
| Task 15 (OPTIONAL) – DECI (21 visits x \$400/visit) | \$8,400 |
| TOTAL | \$109,700 |

SCOPE OF SERVICES – ADDITIONAL SCOPE AND FEE

If requested by Lake County, CBBEL will prepare design plans for a parking deck over the southern lot. The precast prestressed concrete deck system is the most economical system for this parking deck. It is our understanding the access to the deck will be through the northern lot and there will be no ramp on the southern lot to access the parking deck. This will allow utilizing the entire surface of the southern lot for parking stalls. CBBEL will design an open air concrete stairway at the southeast corner of the Lake County Jail Parking Lot. CBBEL will design and prepare the foundation plans for the parking deck. The precast prestressed concrete manufacturer will prepare plans and details for precast members. It is anticipated that the structure will have no architectural features. CBBEL will review the design and shop drawing of the precast manufacturer. CBBEL will submit and obtain a permit from the City of Waukegan.

ESTIMATE OF FEE

| | |
|-----------------------------|---------------|
| Design of Parking Deck | \$31,000 |
| Design of Stairwell | \$14,000 |
| Electrical/Lighting | \$ 6,500 |
| Signage | \$ 3,500 |
| Precast Shop Drawing Review | \$ 3,500 |
| Permitting | \$ 3,000 |
| Coordination Meetings | \$ 750 |
| Direct Costs | <u>\$ 800</u> |
| Total | \$63,050 |

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Enclosure: Estimate of Direct Costs
 Schedule of Charges
 General Terms and Conditions
 Preliminary Plan

THIS PROPOSAL, COST ESTIMATE OF FEE, AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR LAKE COUNTY DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES.

BY: _____
TITLE: _____
DATE: _____

**DIRECT COSTS
Lake County
Waukegan Jail Parking Lot**

Coordination Meetings

| Description | Unit | Unit Cost | Quantity | In_HouseCosts | Outside Cost |
|-------------------|------|-----------|----------|---------------|--------------|
| Vehicle (mileage) | mile | \$ 0.550 | 210 | \$ 115.50 | |

3 meetings x 70 mi/meeting = 210 miles

Total: \$ 115.50 \$ -

Engineering Studies/Plans

| Description | Unit | Unit Cost | Quantity | In_HouseCosts | Outside Cost |
|---|------|-----------|----------|---------------|--------------|
| Pre-Final and Final Plan Submittal to County, SMC, U.S. Army Corps of Engineers, and Utilities | | | | | |

| | | | | | |
|-------------------|-------|---------|-----|--|-----------|
| Copies (22"x 34") | sheet | \$ 0.84 | 600 | | \$ 504.00 |
|-------------------|-------|---------|-----|--|-----------|

Plan Sets (20 Sheets including structural)

| | | | | | |
|----------|------|----------|----|--|-----------|
| Shipping | each | \$ 20.00 | 10 | | \$ 200.00 |
|----------|------|----------|----|--|-----------|

(Submittals to County, SMC, U.S. Army Corps of Engineers, and Utilities)

| | | | | | |
|-----------------------|-------|---------|-----|--|----------|
| Copies (8 1/2" x 11") | sheet | \$ 0.10 | 800 | | \$ 80.00 |
|-----------------------|-------|---------|-----|--|----------|

(Special Provisions)

Concept Parking Deck Analysis

| | | | | | |
|-------------------|-------|---------|----|--|----------|
| Copies (22"x 34") | sheet | \$ 0.84 | 20 | | \$ 16.80 |
|-------------------|-------|---------|----|--|----------|

Plan Sets (5 Sheets)

| | | | | | |
|----------|------|----------|---|--|----------|
| Shipping | each | \$ 20.00 | 1 | | \$ 20.00 |
|----------|------|----------|---|--|----------|

SWPPP Preparation

| | | | | | |
|-----------------------|-------|---------|-----|--|----------|
| Copies (8 1/2" x 11") | sheet | \$ 0.10 | 150 | | \$ 15.00 |
|-----------------------|-------|---------|-----|--|----------|

As-Built Survey

| | | | | | |
|-------------------|-------|---------|----|--|----------|
| Copies (22"x 34") | sheet | \$ 0.84 | 20 | | \$ 16.80 |
|-------------------|-------|---------|----|--|----------|

| | | | | | |
|----------|------|----------|---|--|----------|
| Shipping | each | \$ 20.00 | 1 | | \$ 20.00 |
|----------|------|----------|---|--|----------|

Total: \$ - \$ 872.60

Grand Total \$ 115.50 \$ 872.60

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

| <u>Personnel</u> | <u>Charges*</u> <u>(\$/Hr)</u> |
|---|-----------------------------------|
| Principal | 240 |
| Engineer VI | 210 |
| Engineer V | 173 |
| Engineer IV | 138 |
| Engineer III | 125 |
| Engineer I/II | 102 |
| Survey V | 178 |
| Survey IV | 132 |
| Survey III | 127 |
| Survey II | 100 |
| Survey I | 78 |
| Resource Planner V | 112 |
| Resource Planner IV | 108 |
| Resource Planner III | 100 |
| Resource Planner I/II | 88 |
| Engineering Technician V | 150 |
| Engineering Technician IV | 132 |
| Engineering Technician III | 107 |
| Engineering Technician I/II | 97 |
| CAD Manager | 138 |
| Assistant CAD Manager | 126 |
| CAD II | 125 |
| CAD I | 98 |
| GIS Specialist III | 120 |
| GIS Specialist I/II | 67 |
| Landscape Architect | 138 |
| Environmental Resource Specialist V | 154 |
| Environmental Resource Specialist IV | 134 |
| Environmental Resource Specialist III | 114 |
| Environmental Resource Specialist I/II | 94 |
| Environmental Resource Technician | 90 |
| Administrative | 88 |
| Engineering Intern | 53 |
| Survey Intern | 53 |
| Information Technician III | 97 |
| Information Technician I/II | 62 |
| <u>Direct Costs</u> | |
| Outside Copies, Blueprints, Messenger, Delivery Services, Mileage | Cost + 12% |

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

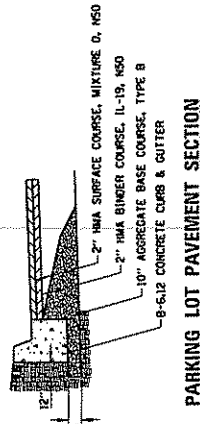
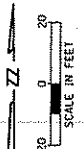
29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

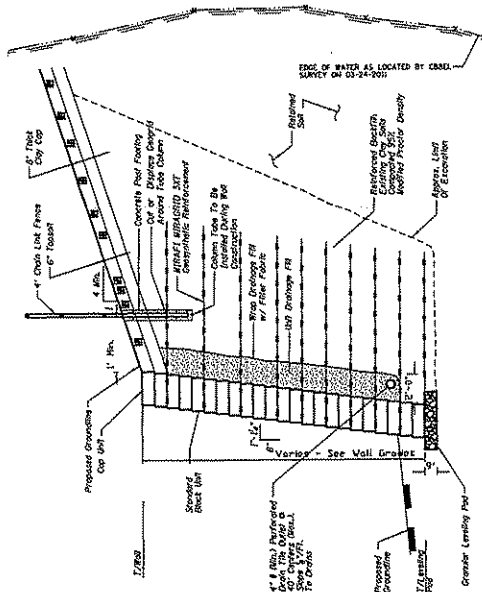
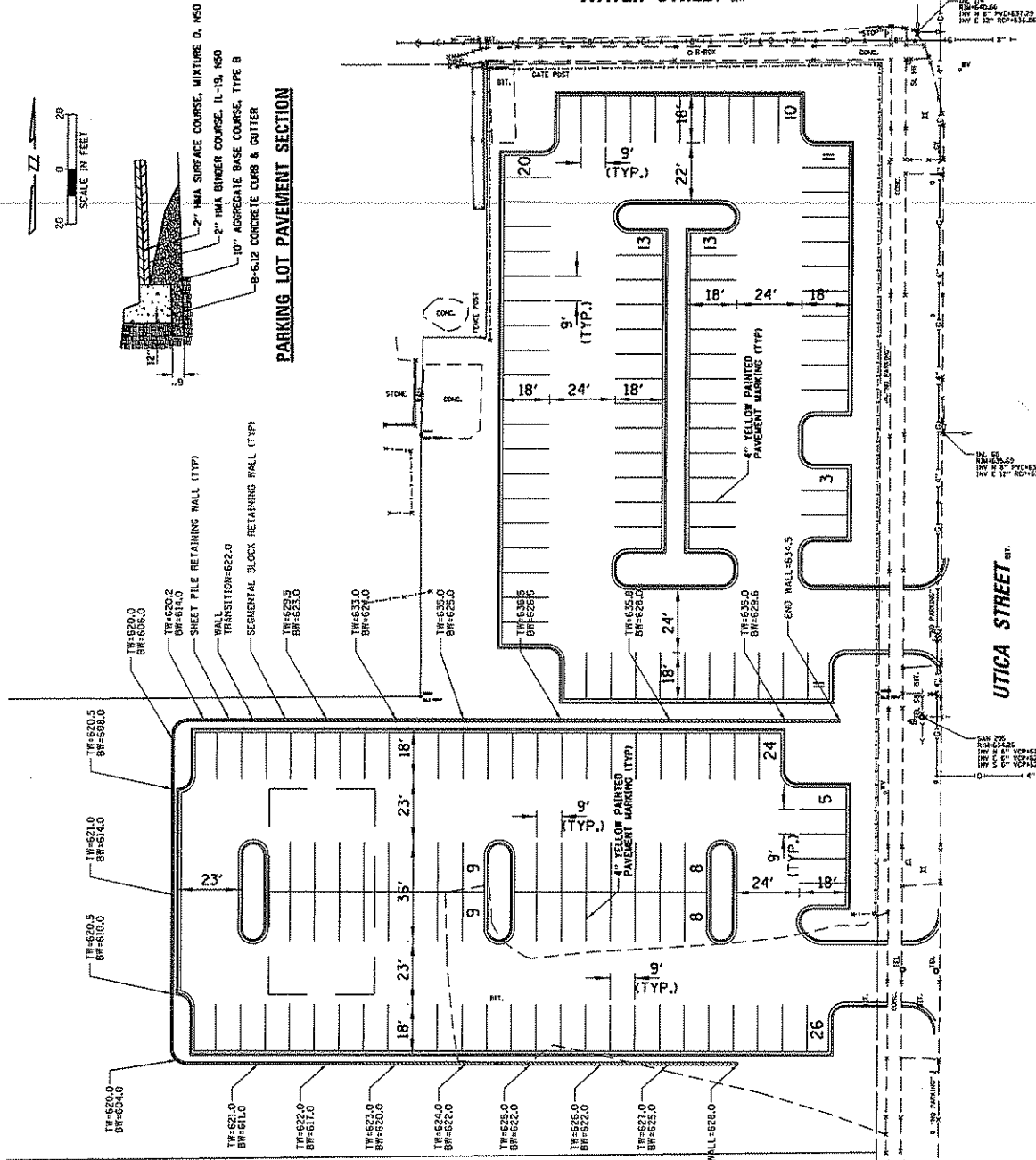
30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

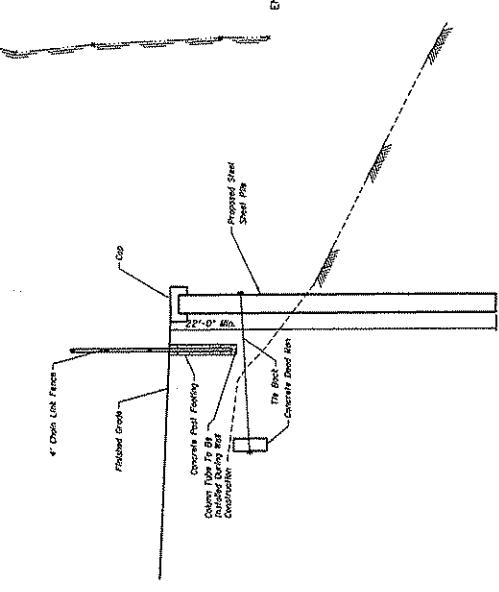
WATER STREET ST.



PARKING LOT PAVEMENT SECTION



RETAINING WALL SECTION - BLOCK WALL




RETAINING WALL SECTION - SHEET PILE

| | |
|-------------|-------|
| PROJ. NO. | 10084 |
| DATE | |
| SHEET OF | |
| DRAWING NO. | |

| | | |
|--------|----|------|
| DESIGN | BY | DATE |
| DRAW. | BY | DATE |
| SCALE | BY | DATE |
| LOAD | BY | DATE |
| MODEL | BY | DATE |
| DETAIL | BY | DATE |

| | | | |
|-----|------|----|----------|
| NO. | DATE | BY | REVISION |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

LAKE COUNTY
10 NORTH COUNTY STREET
MARENGO, ILLINOIS 60085


CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 800
 Rosemont, Illinois 60018
 (847) 923-0300