



SYSKA HENNESSY  
GROUP

PROPOSAL

consult + engineer + commission

# LAKE COUNTY BABCOX AHU REPLACEMENT

FEBRUARY 21, 2024

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February 21, 2024

Jeremiah Varco  
Facility Manager  
Lake County Facilities  
18 North County Street  
Waukegan, IL 60085

Re: Proposal for Consulting Engineering Services  
Lake County, Waukegan, IL

Dear Mr. Varco:

We are pleased to submit this proposal to provide Engineering Consulting Services for the replacement of two existing AHU's in the Babcox Justice Center and Construction Administration support for the replacement of components in the main switchboard of the courts tower.

We are confident that our experience in the building and with mechanical infrastructure projects and teamwork approach will provide the level of expertise and attention to detail that Lake County is looking for.

Please note; if the scope or schedule is modified from our assumptions stated in this proposal, our fees will require adjustment to reflect the new scope and or schedule.

## I. SCOPE OF PROJECT

We assume the following scope for the project:

1. Scope 1: Construction Administration support for Courts Tower switchboard component replacement
  - a. One of the main switchboards for the courts tower, B-DWBD-2, suffered a ComEd surge which damaged the surge protector, main breaker, and power meter along with the UPS bypass. The intent is to have this equipment replaced directly by an electrical contractor with oversight by Syska.
  - b. Syska will provide support during replacement of components with the following:
    - i. Assist Lake County with the development of scope for the contractor RFP.
    - ii. Participate in one (1) pre-bid site walkthrough with contractors to review scope.
    - iii. Review contractor bids for accuracy and adherence to the scope of work. Detailed cost review is not included.
    - iv. Assist Lake County and Contractor to develop a schedule for equipment procurement and construction.
    - v. Review equipment submittals for all replacement components.
    - vi. Review Contractor proposed methodology for construction including any proposed shut-downs or service interruptions.
    - vii. Answer any contractor RFI's regarding the scope of work.
    - viii. Provide one (1) in progress site visit to review the contractor's construction progress.
    - ix. Provide one (1) final punch list for all work completed.
    - x. If a permit is required, it is assumed it will be procured by the Contractor.
    - xi. Integration of components into the existing BAS is by Contractor including any required Division 25 work.
    - xii. Review of Division 25 scope of work is by Others.
    - xiii. Commissioning, if required, is by Others.

2. Scope 2: Babcox AHU Replacement
  - a. Existing AHU-5, energy recovery unit, and associated terminal units serving the medical unit will be replaced and right sized for the new service. Unit will be a VAV unit and located in the existing 2<sup>nd</sup> floor mechanical room.
  - b. Existing AHU-7 and associated terminal units serving the jail admin area will be replaced in kind.
  - c. Existing return/exhaust fan for AHU-6 (REF-6) will be resized and replaced to eliminate pressurization and overheating issues experience during the shoulder seasons when the unit operates in air economizer mode.
  - d. All units will be upgraded to DDC controls and integrated into the existing BAS.
  - e. Existing ductwork and insulation will be replaced as needed. Scope will also include new LED lighting, enlarged unit heaters, modifications to existing sprinkler piping, modifications or replacement of existing motor control center, and demo of unused pneumatic controls.
  - f. Replacement of existing terminal units for AHU-5 and AHU-6 are assumed to be in-kind with new DDC VAV boxes. Existing hard ceilings including ceilings in secure areas to be replaced in kind.
  - g. Scope will also include replacement of existing fluorescent lighting with LED fixtures in the medical unit consist with previous lighting upgrades in the jail tower detention spaces.
  - h. Provide smoke control consistent with current design that allows AHU-5 and it's associated return/exhaust fan to operate in 100% outside air mode.
  - i. Telecom drop design for BAS controls connections to existing Johnson Control panels.
  - j. MEP commissioning support if required.
  - k. Cost estimate will be included by a separate sub-consultant.
3. Scope 3: CA Support for Lighting Replacement
  - a. Syska will provide Construction Administration support for light fixture replacement in the 2<sup>nd</sup> floor Detention PODS located adjacent to the medical unit. Lighting scope was previously designed in another project in 2020 but not implemented.
  - b. New design work is not included.
  - c. Syska will provide support the following services:
    - i. Assist Lake County with the development of scope for the contractor RFP.
    - ii. Participate in one (1) pre-bid site walkthrough with contractors to review scope.
    - iii. Review contractor bids for accuracy and adherence to the scope of work. Detailed cost review is not included.
    - iv. Assist Lake County and Contractor to develop a schedule for equipment procurement and construction.
    - v. Review equipment submittals for all replacement components.
    - vi. Review Contractor proposed methodology for construction including any proposed shut-downs or service interruptions.
    - vii. Answer any contractor RFI's regarding the scope of work.
    - viii. Provide one (1) in progress site visit to review the contractor's construction progress.
    - ix. Provide one (1) final punch list for all work completed.
    - x. If a permit is required, it is assumed it will be procured by the Contractor.
    - xi. Integration of components into the existing BAS is by Contractor including any required Division 25 work.
    - xii. Review of Division 25 scope of work is by Others.
    - xiii. Commissioning, if required, is by Others.

## II. SCOPE OF SERVICES

1. Pre-Design
  - a. Syska will meet with the owner and facilities staff to ascertain any building regulations, procedures and design criteria. Investigate all applicable Mechanical, Fire Protection and Electrical codes.

- b. Syska will provide a site survey to document existing conditions.
  - c. Syska will provide a Basis of Design scope narrative for owner review and for budgeting purposes and to document decisions made during this phase of the project. Engineering drawings will not be provided during this phase.
  - d. Syska will identify long lead items for possible early procurement by Construction Contractor.
2. Construction Documents and Permitting
    - a. Syska will prepare a complete set of Construction Documents developed from the client-approved Basis of Design. Syska understands that the construction documents shall be sufficient to allow for complete and accurate pricing and construction of the intended space. Documents shall be complete, thorough, well-coordinated between the Architect, Architect's Consultants, etc.
    - b. Syska shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the designated locality. We will provide appropriate seal as required and assist the owner and/or contractors in obtaining required building permits. We assume all fees are by others.
    - c. Syska will prepare data and sign for the governing Energy Conservation Code Certification for lighting.
3. Construction Administration
    - a. Syska will be available for a pre-construction conference with owner and general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products.
    - b. Syska shall be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
    - c. Syska will review and approve required shop drawings, samples, and product information as required to facilitate completion of the project.
    - d. Syska will prepare and issue addenda requests for pricing, clarifications, etc., as requested.
    - e. Syska will attend weekly construction meetings for the project as follows.
      - i. Syska has allowed for the attendance at up to one meeting per week via conference call during construction phase of the project. We assume these meetings will be attended by the project manager only. On site meeting attendance will be as needed.
    - f. Syska shall review all change order requests relating to MEP systems from the general contractor. Review unit prices, time and material charges and similar items.
    - g. Syska will provide engineering system start up specifications. Commissioning sequence is not included.
    - h. Syska shall conduct two (2) project punchlist reviews at the conclusion of the project in order to prepare and issue to the general contractor, an appropriate in progress site visit and final completion punchlist of items to be corrected before the client releases final payment.
    - i. Syska will review and advise client regarding the Contractor's monthly Certificate(s) for Payment certifying that, to the best of the MEP Engineer's knowledge and information, the quality of the suppliers and/or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.
4. Assumptions
    - a. We assume all due dates and delivery dates are per the schedule noted in our response.
    - b. We will model the existing space and new work in Revit.
    - c. Syska will sign and seal all required filing forms and drawings for the Building Department and authorities having jurisdiction. It is assumed that the actual filing of the forms and drawings will be by the Contractor or an expeditor retained by Contractor.
    - d. It is understood that where there are approved changes to work already completed, we shall be paid additional compensation, based on a negotiated lump sum amount or Syska Hennessy Group's hourly billing rates.
    - e. We assume the new AHU's will be connected to the existing hot water and chilled water plant.

- f. We will coordinate BAS control requirements with the County controls consultant. Development of Division 25 specifications, if required, is assumed to be by others.
- g. There is no plumbing design required.

### III. UNDERSTANDING OF SCHEDULE

We assume the following schedule to support our fee proposal:

Scope 1 Phase	Date
Project Approval and Start	March 2024
Contractor Procurement – 4 Weeks	April 2024
Equipment Submittals/Procurement – 8 Weeks	May/June 2024
Construction – 4 Weeks	July 2024
Project Complete	Q2 2024

Scope 2 Phase	Date
Project Approval and Start	March 2024
Pre-Design – 4 Weeks	April 2024
Construction Documents – 6 Weeks	May/June 2024
GMP	June 30, 2024
Contractor Bidding	Dec 2024 – Jan. 2025
Construction – 12 Weeks	March 2025 – May 2025
Project Complete	Q2 2025
Construction Complete Office – 12 Weeks	July 2025

### IV. BILLING RATE SCHEDULE

<i>Title Category</i>	<i>Rate per Hour (\$)</i>
Principal in Charge	295
Project Engineer/Supervising Engineer	230
Project Manager	235
Sustainability Specialist	210
Senior Designer/Senior Engineer	195
Designer/Engineer	160
BIM Designer	155
Engineering Aide or Project Administrator	110

Hourly billing rates are defined as the direct salaries of all personnel engaged on the project and the portion of the cost of their mandated and customary contributions and benefits related thereto, such as employment taxes, other employee benefits (insurance, sick leave, holidays, vacations, pensions), and similar contributions and benefits, plus overhead and profit.

The above rates are applicable through December 31, 2024. We would anticipate an average increase in technical salary cost (and therefore Hourly Billing rates) of approximately five percent (5%) per annum.

## V. FEES AND PAYMENTS

Since the production area scope is still being defined in terms of quantity and type of equipment, we are proposing the following Lump Sum fees:

Scope	Fee
Scope 1: CA Support for Switchboard Component Replacement	\$18,750
Scope 2: Babcox AHU, VAV and Lighting Replacement	\$79,500
Scope 2: Babcox AHU, VAV and Lighting Replacement Cost Estimate	\$9,785
Scope 3: CA Support for Detention PODS Light Fixture Replacement	\$10,000
<b>Total</b>	<b>\$118,035</b>

For Scope 2 the fee breakdown by phases will be as follows:

Pre- Design	15%
Construction Documents	40%
Bid and Permit	5%
Construction Administration	20%

## VI. COMPENSATION FOR ADDITIONAL SERVICES

1. It is understood that where the Client approves changes to the Engineer’s work already completed, or there is a change in scope of the project, these are Additional Services for which the Engineer shall be paid additional compensation based on the Engineer’s actual hours at the billing rates scheduled in Section IV. These services are delineated in Section XII.
2. Changes required to meet construction budget requirements will be Additional Services except when the Engineer’s Scope of Services clearly states a budgeted construction amount, and that it is the Engineer’s responsibility to design within a specific budget and to prepare cost estimates of that part of the construction.

## VII. INTERIM PAYMENTS

Payments will be made to us monthly on the basis of our submitted invoices and reimbursable expenses and will be payable on the basis of invoices and back-up material submitted. Our invoices are due upon receipt. Payments due the Engineer and which remain unpaid shall bear interest 30 days from the date of the invoice at the rate of eighteen percent (18%) per annum. Syska Hennessy Group is entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder.

## VIII. REIMBURSABLE EXPENSES

We will be reimbursed for the following expenses at cost over and above any other fees or compensation described in this Agreement. **It is anticipated that reimbursable costs for both Scope 1,2, and 3 should not exceed \$2,600.**

1. All reproduction costs for plots, prints and/or specifications.
2. All local travel
3. All Sub-Consultants (subject to 10% markup).
4. Messenger / Delivery services

## IX. ADDITIONAL SERVICES

The following will be considered Additional Services and are not included in basic fee:

1. Project Cost Estimating.
2. Standby Generator engineering
3. Review of subcontractor bids. We will review for technical accuracy only.
4. Filing with authorities having jurisdiction.
5. Preparing to serve or serving as a consultant or witness for the Client or Owner in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.
6. Elevator/Escalator Design.
7. Commissioning Services
8. Structural Engineering.
9. Architectural Design
10. Pre-Purchase Specifications.
11. Creation of As-Built Drawings.
12. Testing and metering.
13. Circuit tracing.
14. Acoustical design.
15. Modifications and/or rectification of deficiencies to the base building mechanical and electrical infrastructure.
16. Extensive verification of existing systems and systems' components (if we need to access panelboards or to obtain information for systems hidden behind closed walls or ceiling).
17. On site supervision of any work activity or trade.
18. O&M Review and Analysis.
19. Factory Witness Testing.
20. Building Simulation of space (if required) using eQuest/DOE-2 for compliance with ASHRAE 90.1.
21. Daylight Simulation with Radiance.
22. Potential M&V systems design / plan.



23. Arc Flash and short circuit coordination studies
24. LEED and Well Building services
25. Centralized UPS design
26. Supplemental cooling systems
27. Pre-action or gas suppression fire protection systems.
28. Plumbing design.
29. Life Safety and Code consulting including rational analysis studies of smoke control systems.
30. Upgrades to the existing fire alarm systems.

## X. TERMS AND CONDITIONS

Our standard terms and conditions (STC) are appended to this proposal as Attachment A and form an integral part of our agreement to provide services. The STC and this proposal shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding (except for superior agreements expressly incorporated by reference into same) unless expressly agreed to in writing by all parties concerned. If you did not receive our STC, please contact us in writing and we will immediately provide same to you for your review. In the event that these STC are not fully executed, they shall nonetheless be effective and controlling to the parties so long as Syska has provided you with same and has begun work and not received written objections or modifications.

Thank you for this opportunity to present our fee proposal for the referenced project. We would be delighted to address any questions which you may have and can be reached at 312.588.3578 or at [jmartin@syska.com](mailto:jmartin@syska.com).

Very truly yours,

**SYSKA HENNESSY GROUP, INC.**



Jeffrey Martin, PE  
Associate Principal



DATE: January 26, 2024

CLIENT: Lake County

PROJECT LOCATION: Waukegan, IL

PROJECT DESCRIPTION: Babcox Justice Center

**1. EXTENT OF AGREEMENT:** These Terms and Conditions supplement and govern all aspects of the obligations and liabilities between Syska Hennessy Group ("Syska") and the Client relating to the Project. Unless otherwise expressly defined, the terms used in this document have the same meaning as terms in the Engineering Proposal which this document supplements. In the event of any inconsistencies between these Terms and Conditions and the Engineering Proposal or any other agreement ("collectively referred to as "Other Agreements") executed previously or simultaneously to this document, the provisions of these Terms and Conditions shall control and supersede all prior or simultaneous negotiations, representations and agreements, either written or oral. The Other Agreements and these Terms and Conditions are referred to herein collectively as the "Agreement." The Client acknowledges and agrees that it has reviewed these Terms and Conditions and that neither it nor Syska shall be deemed to be the scrivener of this document for the purpose of drawing an inference to construe an ambiguity herein. In the event that these Terms and Conditions are not fully executed, they shall nonetheless be effective and controlling to the parties so long as Syska has provided same to the Client and has begun work and not received written objections or modifications. Services provided by Syska herein are solely for the benefit of the Client and nothing contained in these Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party.

**2. DEFINITIONS:**

**2.1.** The term "**Instruments of Service**" means all of the information produced in furtherance of this project, including, without limitation, the plans and specifications prepared by or for Syska, in any medium, including graphic and pictorial representations, indicating the related engineering designs for the Project and shall include plans, sections, details, schedules, diagrams and written descriptions which set forth the design intent of the Project as well as any other drawings, diagrams, calculations, reports, operational and design data.

**2.2.** The term "**Work**" means the construction and services, supplies, labor, equipment, materials, components, or assemblies related to or required for the construction of the Project by a contractor and other construction specialists. The Work may constitute the whole or a part of the Project, whether completed or partially completed.

**2.3.** The term "**Construction Documents**" shall mean the drawings and specifications from which the Work is actually constructed.

**2.4.** The term "**Record Documents**" means a revised set of Construction documents based upon the As Builts prepared by Contractor, reflecting all major deviations made during the construction process.

**2.5.** The term "**Project**" shall refer to the description, location and identity of the project in the header of this Agreement and as more fully described in the scope of service which is part of this Agreement, of which the services performed under this Agreement may be the whole or part.

**3. STANDARD OF CARE:** Syska's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions (the "Standard of Care"). Syska makes no other representations or warranties, express or implied, with respect to the services rendered hereunder.

**4. ADDITIONAL SERVICES:** The services described in this Paragraph are not included in Basic Services to be provided by Syska. If the Client requests that Syska perform any of the following services (the "Additional Services"), the Client shall provide Syska with additional compensation equal to Syska's hours expended at Syska's standard hourly rates. Syska's hourly rates may be adjusted annually in accordance with Syska's standard practice. In the alternative, the Client and Syska may agree on stipulated sum fees for specific Additional Services. However, in no event shall Syska be compelled or required to perform what it deems to be an Additional Service unless the Client provides the appropriate written change order.

**4.1. PRIOR TO ISSUANCE OF CONSTRUCTION DOCUMENTS:** It shall be an Additional Service if Syska is requested to make any revisions in the Instruments of Service when such revisions are:

**4.1.1.** inconsistent with approvals or instructions previously given by the Client;

**4.1.2.** required because of changes in the Project including, size, quality, complexity, the Client's schedule, the Client's budget, or the method of bidding or negotiating and contracting for construction;

**4.1.3.** required due to errors or omissions in the services of any Client's consultant or anyone performing work;

**4.1.4.** required by the enactment or revisions to codes, laws or regulations subsequent to the preparation of such documents;

**4.1.5.** due to changes required as a result of the Client's failure to render decisions in a timely manner; or

**4.1.6.** required to reduce the cost of the Project to comply with previous cost estimates or Project budgets, including value engineering.

**4.2. AFTER THE ISSUANCE OF CONSTRUCTION DOCUMENTS:** It shall be an Additional Service if Syska is requested to make any revisions to the Instruments of Service that are not the result of Syska's failure to comply with the Standard of Care and all of the following activities after the issuance of Construction Documents shall be considered Additional Services:

**4.2.1.** preparing any changes to the Instruments of Service or preparing other documentation, analysis and supporting data, evaluating contractors' proposals, and providing other services in connection with change orders and Construction Change or Extra Work Directives.

**4.2.2.** providing services in connection with evaluating substitutions or alternates proposed by a contractor, the Client or others.

**4.2.3.** providing services made necessary by the default or termination of a contractor, by defects or deficiencies in the construction of the Project or by the failure of performance on the part of the Client, any contractor or others performing services or Work in connection with the Project.

**4.2.4.** providing services in connection with claims submitted by any contractor or others performing services or providing Work on the Project.

**4.2.5.** providing services in connection with the preparation for legal proceedings or attendance at public hearings or other meetings.

**4.2.6.** providing services when submittals are reviewed prior to receiving a submittal schedule, reviewing submittals out of sequence, or if more than two reviews are required of any submittal.

**4.2.7.** providing services in responding to unnecessary, excessive or unreasonable requests for information submitted by the Client, any contractor or others who are performing Work or supplying materials in connection with the Project.

**4.2.8.** providing services in excess of one punch list compilation for each area or component of the Project and one review of the punch list items for completion.

**4.2.9.** providing any services requested by the Client after the earlier of the issuance of the final Certificate for Payment or sixty (60) days after Substantial Completion was originally scheduled.

**4.2.10.** providing services that are not customarily provided by an engineer as basic services on projects of similar size, complexity and scope as the Project and which have not been set forth as Basic or Additional Services in this Agreement.

**4.2.11.** providing "fast track" services.

**4.2.12.** segregating bidding packages for pricing and award of contracts for the construction of the Project.

**4.2.13.** In the event that the Client seeks the assistance of Syska in the prosecution of any claim against another Project participant, or the defense of any claim asserted against the Client, then Syska shall be fully reimbursed for all costs incurred at the respective hourly rates identified for Additional Services together with any expenses associated therewith.

**5. LIMITATIONS OF LIABILITY:**

**5.1. AGGREGATE LIMITS:** To the fullest extent permitted by law, Client and Syska each waive any right to consequential, liquidated or incidental damages and agree that the total liability, in the aggregate, of Syska and Syska's officers, directors, employees, agents, and independent professional associates, and any of them, to the Client and any one claiming by, through or under the Client, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Syska's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Syska or Syska's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the lesser of the total compensation received by Syska for the specific work performed resulting in Client's damages or the limits of the available insurance coverage specifically identified and required by the Client for this Project at the time when the claim is resolved.

**5.2. COST INCREASES:** Syska is not responsible for cost increases to the Project as a result of requests made by the Client after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, unforeseen conditions or causes beyond the reasonable control of Syska. For Work that has been omitted from the drawings and specifications beyond the Standard of Care, but is necessary for the proper completion of the Project and would have been added to the original bid if shown on the drawings and specifications, if discovered at a time when the Work is more expensive to install than it would have been if originally shown on the drawings and specifications, Syska's error is measured as the portion of the costs and fees that would have been avoided in the original bid had the Work been shown. In the event of a disagreement regarding Syska's error, the dispute resolution procedures in this Agreement shall apply.

**5.3. THIRD-PARTY DEFICIENCIES:** Syska is not responsible to the Client or any third parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for the Client not employed by Syska. Syska's sole liability in connection with the services of the Client's consultants or design-build contractors shall be to the extent expressly identified in the scope of services. The Client shall require consultants or design-build contractors retained by the Client to coordinate their services and documents with those of Syska and Syska's consultants.

**5.4. RESPONSIBILITY FOR CONSTRUCTION OF PROJECT:** Syska is not responsible for the actual construction of the Project and shall not be deemed to have a duty of means and methods.

**5.5. CERTIFICATION.** Syska is under no duty to execute certifications unless the language and the scope of the certification is provided to Syska prior to performing work and Syska, in its professional opinion, believes that its scope provides a sufficient basis for executing the certification.

**5.6. INSTRUMENTS OF SERVICE:** The Instruments of Service are not a substitute for the shop drawings and other submittals which will be used to actually construct the Project. Nothing in the Agreement shall create or be deemed to create any duty upon Syska to supervise the construction means and methods and/or safety procedures of any contractor, subcontractor, or their employees or agents, or any other person or party. Syska shall not incur any liability as a result of the acts, omissions, or failure to properly perform of any contractor, subcontractor, or their employees or agents, or any other person or party.

**5.6.1. REVIEW SERVICES:** If included as part of the scope of work, observation or review services performed by Syska pursuant to the Agreement, whether of material or work and whether performed prior to, during or after completion of construction, are performed solely for the purpose of attempting to determine general conformity of the work performed by others with the contract plans and specifications. Syska shall not be responsible to make exhaustive or continuous reviews to check the quality or quantity of the Work.

**5.6.2. RESPONSIBILITY FOR CONSTRUCTION COSTS:** Upon the request of the Client, Syska shall review and comment on any proposed Project construction budget or estimates of construction costs prepared by or for the Client. The Client acknowledges that any comments represent Syska's judgment as a professional familiar with the construction industry, and it is not responsible for (i) cost increases due to the timing of a contractors' buy-outs for the Project; (ii) the cost of labor, materials or equipment; (iii) Contractors' methods of determining bid prices; (iv) competitive bidding, market or negotiating conditions; (v) contractors', fabricators' or suppliers' failure to meet Project schedules; or (vi) the quality of construction work or the materials supplied for the Project. Accordingly, Syska does not represent that bids or negotiated prices will not vary from the Client's Project construction budget or from any estimate of construction costs reviewed by Syska. The Client further agrees that Syska shall have no liability for actual construction costs exceeding the Project construction budget or prior cost estimates. If the Client requests that Syska provide redesign services to reduce construction costs, Syska shall be compensated for such redesign efforts as Additional Services, provided that such redesign efforts were not required due to an error, inconsistency or omission in the Instruments of Service beyond the Standard of Care.

**5.6.3. RESPONSIBILITY FOR PROJECT SCHEDULE:** Syska is responsible for meeting the milestone dates set forth in a schedule of design deliverables that it

agrees to and are incorporated in to the Client's Project Schedule. However, if Syska's ability to meet any of its specific milestone dates is adversely affected by the actions of the Client, construction manager, any contractor or others, then Syska's liability for missing any milestone dates shall be reduced to the extent the delay is caused by the actions or failure to act of others.

**5.7. RECORD DOCUMENTS:** The Client acknowledges that Syska is generally not responsible for the production or modification of Record Documents as it is a contractor's sole responsibility, who through his superintendent, is constantly present at the site, in control of operations, and involved in all details of construction. Should Syska be requested to prepare or modify Record Documents, the Client understands the limitations of the Record Documents and acknowledges and agrees that Syska has not verified the accuracy or completeness of the information on which the Record Documents are based and agrees to indemnify and release Syska for any liability for any errors or omissions that may be incorporated therein.

**5.8. ACCELERATED PROJECT DELIVERY OR FAST TRACK:** In the event the Client chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery or fast-track process, the Client acknowledges that it has been advised that the Project will be affected. Some of the effects of either process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. The Client acknowledges that the Project, if developed on either basis, will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the construction contract is executed, and may require removal of work-in-place, all of which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, the Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from either process.

**5.9. MEDIA AND WEBSITE LIABILITY:** The Client recognizes that the Instruments of Service may be generated, stored, transmitted, or published in various media, including, but not limited to traditional hard copy (i.e., blueprints), CADD formats, via Internet or Extranet websites and the Instruments of Service may be subject to tampering, modifications by parties over whom Syska has no control. The Instruments of Service are also subject to discrepancies as a result of numerous factors, including, transmission and translation errors resulting from differences in computer software, hardware and equipment-related problems, disc malfunctions and user error. If requested, Syska shall provide the Client with the Instruments of Service in electronic form. The Client releases Syska from any claims as a result of differences between Syska's filed hard copy and the electronic form of the Instruments of Service. For each recipient to whom the Client provides the Instruments of Service in electronic form or to whom Syska provides the Instruments of Service in electronic form at the Client's request or under this Agreement, the Client agrees to defend, indemnify and hold harmless Syska, its consultants, and their respective officers, directors and employees from all claims, liability, loss, damages, judgments and costs, including reasonable attorney's fees and expenses, arising from any differences between the filed hard copy and the electronic form of the Instruments of Service. The Client acknowledges and agrees that it is responsible for the initiation and maintenance of any Project Internet or Extranet site and any related computer software and hardware (collectively, the "Site") and for all costs associated therewith, including without limitation, any monthly fees for users of the Site charged by the service provider which shall be retained by the Owner. Syska shall have no responsibility for the initiation or maintenance of the Site or for any costs associated with the Site. Syska shall also have no responsibility or liability for any delays or damages caused by the failure of the Site to function properly and shall not be liable to the Client or to any contractor, consultant or any third party for any delays, errors or omissions in Syska's services caused by the failure of the Site to function properly. The Client agrees that all Project-related contracts shall provide that each user of the Site is granted a limited license to utilize the content of the Site in connection with the Project only, with no right to sublicense or resell, consistent with and subject to the terms and conditions of this Agreement. The Client shall also obtain a release from each user of the Site naming Syska as a releasee from all claims, liability, loss and damages, arising from or related to the publication of the Instruments of Service or other materials on the Site.

**5.10. HAZARDOUS MATERIALS:** Syska's services do not include services related to detection, reporting, permitting, analysis, or abatement of asbestos, hazardous or toxic materials including molds and fungus (collectively "hazardous materials") at the Project site. In the event Syska or any other party encounters hazardous materials at the jobsite, or should it become known in any way that hazardous materials may be present at the jobsite or any adjacent areas that may affect the performance of Syska's services, Syska may, without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials and warrant that the jobsite complies with applicable laws and regulations. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless Syska, its consultants, and their respective officers, directors and employees from and against all claims, liability, loss, damages, judgments, costs, and expenses, including reasonable attorneys' fees and expenses, which any of them may at any time sustain or incur by reason of any demands, claims, causes of action or

legal proceedings arising out of or in connection with asbestos, hazardous or toxic materials on the Project site.

**5.11. INDEMNIFICATION:**

**5.11.1. SYSKA INDEMNIFICATION OF CLIENT:** Syska shall indemnify, but not defend, the Client and its officers, directors and employees from and against all, liability, loss, damages, judgments, costs, and expenses, including reasonable attorney’s fees and expenses to the extent caused by Syska’s negligent acts or negligent omissions in the preparation of the Instruments of Service and for patent, copyright or trademark infringement attributable to Syska’s services. The Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Syska shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project. In no event shall the duty to indemnify be deemed a duty to defend.

**5.11.2. CLIENT INDEMNIFICATION OF SYSKA:** The Client assumes liability for and agrees to indemnify and hold harmless Syska, its consultants, and their respective officers, directors, and employees, from and against all liability, loss, damages, judgments and costs, including reasonable attorney’s fees and expenses, to the extent they are caused by an act or omission of the Client, its agents, employees, consultants or contractors. This indemnity applies to any deviations from the Instruments of Service not approved by Syska in writing. The Client shall provide written notice of any known inconsistencies in Syska’s services expeditiously after discovery. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

**6. CLIENT’S RESPONSIBILITY:** The Client shall provide the following:

**6.1.** Full information identifying its requirements for and limitations on the Project. Syska is entitled to rely upon the accuracy and completeness of the information provided by the Client.

**6.2.** A representative authorized to act on the Client’s behalf with respect to the Project who shall render decisions in a timely manner pertaining to all requests and/or documents submitted by Syska.

**6.3.** Periodically update the budget for the Project and shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the services performed herein, or any contingencies in the budget without the agreement of Syska as to whether the change will require a corresponding change in the Project scope and quality.

**6.4.** Tests, inspections and reports required by law or the Agreement, including, but not limited to, chemical tests and tests for hazardous materials.

**6.5.** All legal, insurance and accounting services, including auditing services, that it determines shall be necessary to address the Client’s needs and interests relating to the Project.

**6.6.** All fees necessary for securing the approval of authorities having jurisdiction over the Project.

**6.7.** Prompt written notice to Syska if the Client becomes aware of any fault or defect on the Project.

**6.8.** The Client recognizing that there will be changes and additions to engineering drawings during construction as a result of field conditions, changes in code or other unforeseeable changes that impact the current design, shall establish design and construction contingency funds after discussion with Syska to cover additional costs which may result from such changes and additions. The project budget shall include a minimum contingency of 5% of total construction cost each for such design and construction contingency fund.

**6.9.** The Client shall inform Syska of all contractor change order requests for work designed by Syska and shall obtain Syska’s written opinion as to the change request prior to execution of the change order.

**6.10.** The Client shall review and approve submissions for each phase of the work in a timely manner and shall authorize Syska in writing to proceed with each succeeding phase.

**7. INSURANCE COVERAGES:**

**7.1. MINIMUM AMOUNT OF COVERAGE:** Syska shall maintain the following minimum amounts of insurance during the term of this Agreement.

Type	Coverage
Workers’ Compensation	Statutory
Employer’s Liability	\$ 1,000,000
General Liability (each occurrence)	\$ 1,000,000
Automobile Liability (combined single limit)	\$ 1,000,000
Professional Liability	\$ 1,000,000
	(per claim and in the aggregate)
Umbrella Liability	\$ 1,000,000

**7.2. PROJECT POLICIES:** If the Client chooses to acquire a policy of professional liability insurance for the Project, then the Client agrees that it will pay

the cost of the project policy and that Syska must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

**7.3. CERTIFICATES OF INSURANCE:** Syska shall upon request provide to the Client certificates of insurance evidencing compliance with the insurance requirements.

**8. OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE:** Syska is the author and owner of the Instruments of Service and shall retain all common law, statutory and other rights, including copyrights, whether the project for which they are made is executed or not. Provided Syska is fully compensated for its services and expenses on the Project, the Instruments of Service shall be made available to be used for construction of the Project and for operation, modification and maintenance of the Project following its completion. The Instruments of Service shall not be used or reused by Client on other projects, for additions to this Project, for completion of this project by others, or for any other purposes for which they were not specifically prepared, except with the express written consent of Syska and with appropriate compensation to Syska. The Client agrees that Syska, its consultants, and their respective, officers, directors or employees shall have no liability to the Client and Client shall indemnify, defend and hold them harmless from and against all claims, liability, loss, damages, judgments and costs, including reasonable attorneys’ fees and expenses, which any of them may at any time sustain or incur arising out of or resulting from the unauthorized use of the Instruments of Service.

**8.1.** Submission or distribution for governmental approvals or for other proper purposes in connection with the Project is not to be construed as publication in derogation of Syska’s rights under copyright law.

**8.2.** The Client warrants that it has a license to use and/or copy any documents it supplies to Syska for re-use on this Project that were prepared by others. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless Syska, its consultants, and their respective officers, directors and employees from and against all claims, liability, loss, damages, judgments and costs including reasonable attorneys’ fees and expenses, which any of them may at any time sustain or incur by reason of breach of the Client’s warranty.

**9. TERMINATION AND SUSPENSION:** Except as otherwise provided in this section, this Agreement may be terminated by either party upon not less than thirty (30) calendar days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the thirty (30) calendar day notice period or fails to commence action to cure its default when the cure cannot reasonably be completed within thirty (30) days, the termination shall take effect without further notice.

**9.1.** Failure of the Client to make payments to Syska in accordance with this Agreement shall be considered substantial non-performance and grounds for termination. At the option of Syska, if the Client fails to make payment when due Syska for services or expenses or fails to comply with any other material obligation under this Agreement, Syska may, upon seven (7) calendar days’ written notice to the Client, suspend the performance of its services under this Agreement. Unless payment in full is received by Syska or the Client’s other breach hereunder is cured within the seven (7) calendar day notice period, the suspension shall take effect without further notice. In the event of a suspension of services, Syska shall have no liability for any delay or damage caused because of such suspension of services.

**9.2.** Upon a suspension of services by the Client, Syska shall be paid for all fees and expenses for services performed through the date of the suspension plus demobilization expenses. Upon the resumption of Syska’s services, Syska’s fee shall be equitably adjusted and Syska shall be reimbursed for all expenses incurred as a result of the suspension. If the Client’s suspension of Syska’s services continues for more than ninety (90) calendar days, Syska may terminate this Agreement upon seven (7) calendar days’ written notice to the Client.

**10. FEE PROVISION:** Promptly upon receipt, the Client shall review Syska’s invoice requesting payment for services and reimbursable expenses. Invoices shall be submitted monthly. Reimbursable expenses include the actual expenses incurred in connection with the Project. Backup documentation for these expenses can be provided upon request for a ten percent (10%) administrative fee. If the Client disputes in good faith any portion of the invoice, the Client shall notify Syska in writing within five (5) days of receipt of the disputed invoice. The Client shall indicate that portion of the invoice that it disputes and provide a statement as to the reasons for disputing such portion. Any statement or portion of statement not disputed by the Client within the time period set forth herein, shall be paid by the Client within fifteen (15) days of receipt of the invoice. All monies secured by the Client to pay for the Services identified herein shall be deemed to be held in trust for Syska and Syska shall have the right to require the Client, upon request, to furnish evidence of the Client’s ability to remit payment for all services. Syska’s fees do not include any taxes that may be imposed on them. Taxes, if applicable to our fees for services, are above our fees quoted and the Client agrees to be responsible for any liability and payment of them.

**10.1.** Payments due Syska and which remain unpaid shall bear interest 30 days from the date of the invoice at the rate of eighteen percent (18%) per annum. Syska is entitled to recover any and all legal fees and any other costs

expended if it becomes necessary to pursue legal actions to collect fees due hereunder. Client expressly acknowledges that Syska shall be entitled to a judgment for its attorney fees and court costs attributable to the collection of its fees which are ultimately adjudicated/arbitrated to be rightfully due and owing.

10.2. In the event of a dispute pursuant to the services rendered hereunder, the Client shall not have the right to set off any payments due or owing to Syska and shall be obligated to remit all payments due and owing for completed service. Syska's full payment pursuant to this section shall be a condition precedent for its obligation of performance.

10.3. Payments are to be remitted via wire transfer based on the following information:

Beneficiary: Syska Hennessy Group, Inc.
1185 Ave of the Americas
New York, NY 10036
Bank: TD Bank, N.A.
475 Park Avenue South
New York, New York 10016
Account No.: 7915510643
Routing No.: 026013673

11. ANTI-BRIBERY AND ANTI-CORRUPTION COMMITMENT: The parties agree that no payments or transfers of value by Client in connection with the Agreement shall be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business. Client hereby represents, warrants, and covenants that Client and its subsidiaries, owners, partners, officers, directors, employees, agents, representatives, and subcontractors are fully aware of the provisions of the United States Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §78dd-1, et seq., as amended regarding, among other things, payments to government officials. No Client or Syska employee may receive or accept anything of value, or that may be perceived as valuable, from any other individual for the purpose of influencing any act, securing an improper advantage, or obtaining/retaining business. Either party may terminate this Agreement at any time during the Project, if it has a good faith basis to believe that the other party failed to comply with the provisions of this Section 11, including any non-compliance prior to the effective date of this Agreement.

12. NO SOLICITATION OF EMPLOYEES: The Client agrees and acknowledges that it will not, directly or indirectly, solicit or hire any employee of Syska or induce any Syska employee to terminate his or her employment with Syska without the express written consent of Syska. Recognizing that Syska has expended a substantial investment in recruitment, advertisement, testing, and training of their personnel, the Client agrees that if it violates the previous clause and hires a Syska employee within one year of the completion of the Project, it shall pay Syska for each employee thus hired, the amount of one year's salary, at the last level of annual remuneration that employee received from Syska.

13. DISPUTE RESOLUTION:

13.1. MEDIATION: In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Syska agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. If mediation would jeopardize the substantive rights of either party due to the application of any applicable statute of limitations, then mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either party. 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.

13.2. LITIGATION: In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state where the Project is located, and this Agreement shall be subject to and construed in accordance with the laws of that state. The Client shall not assert any claim against Syska more than three (3) years after the date of the substantial completion of the Project. (YOU NEED TO CONSIDER IF THE WORK IS INTERNATIONAL)

14. NOTICES: Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received when personally delivered to the party to whom it is addressed, project manager, or in lieu of such personal service, upon receipt of telegraphic or facsimile notice or three (3) days after deposit in the United States mail, first-class, postage prepaid, at the respective addresses set forth below:

Syska: Syska Hennessy Group, Inc.
330 N Wabash Ave
Suite 1505
Chicago, IL 60611
Attention: counsel

Client: Lake County Facilities
18 N. County St.
Waukegan, IL
Attention: counsel

15. FORCE MAJEURE: Neither Client nor Syska shall be held liable or penalized under the terms of this Agreement for the failure to perform arising out of or caused by, directly or indirectly, forces beyond the reasonable control of the Client or Syska, including, without limitation, delays caused by Owner, others, any Force Majeure Events (as defined below), or by any government or other regulatory or quasigovernmental authority or agency having jurisdiction over Syska or the Project. If such events occur, all milestone dates will be extended to account for such delay and Syska's fee equitably adjusted. A Force Majeure Event shall include any cause or delay outside of Syska's or Client's control, including but not limited to, acts of nature (including without limitation fire, flood, earthquake, storm, hurricane or other similar occurrence), unusually severe weather, war, terrorists acts, military or other usurped political power, nationalization, government sanction or embargo, labor disputes of third parties to this contract, strikes, riots, work stoppages, accidents, changes of applicable law, public health related incidences (including without limitation serious illness, disease, virus, plague, epidemic, pandemic, quarantine restrictions, declaration or public health emergency or other similar occurrence), loss or malfunctions of utilities, communications or computer (software or hardware). Both parties shall use reasonable efforts which are consistent with accepted practices in the professional design industry to resume performance as soon as practicable under the circumstances.

16. ENTIRE AGREEMENT/MODIFICATION/ASSIGNMENT: This Agreement contains the entire agreement between parties with respect to the matters covered herein and supersedes any previous agreements (oral or written) or understandings between the parties. The Agreement may be amended only by written modification executed by both parties and may not be assigned without the written permission of the non-assigning party. Notwithstanding the foregoing, Syska may assign this Agreement to an affiliated or related entity of Syska in order to comply with professional registration requirements for engineering and architecture companies within the jurisdiction in which the Project is located.

17. PUBLICITY: Syska shall have the right to include photographic or artistic representations of the design of the Project among its promotional and professional materials. Syska shall be given reasonable access to the completed Project to make such representations. However, Syska's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Syska in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for Syska in the Client's promotional materials for the Project.

18. SUCCESSORS/ASSIGNS: This Agreement shall be binding upon the parties' successors and permitted assignees. Syska may assign this Agreement to an affiliated or related entity of Syska in order to comply with professional registration requirements for engineering and architecture companies within the jurisdiction in which the Project is located.

19. SEVERABILITY: The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

Agreed and Accepted by:

(Client)

By: (Signature)

Name: (Print or type)

Title: (Print or type)

Agreed and Accepted by Syska Hennessy Group, Inc.

By: (Signature)

Name: (Print or type)

Title:



February 20, 2024

Jeffrey Martin, PE, LEED AP BD+C  
Associate Principal  
Syska Hennessy  
10 S. Riverside Plaza, Suite 1810  
Chicago, IL 60606

**RE: Lake County – Babcox Building  
AHU Replacement  
Cost Estimating Services – Fee Proposal**

Dear Jeff:

Further to your recent request for cost estimating services on the above referenced project, we are pleased to submit the following fee proposal for your consideration:

Provide cost estimating services as required to develop a detailed Construction Cost Estimate at the Construction Documents Stage of the above project, for the lump sum fee of **\$8,895**.

**Total Fee \$8,895**

The above fees include all options and alternates as required and minor scope revisions and estimate updates based on the review and comments of the Design Team.

Any additional services such as major design alternates, value engineering services, estimate reconciliation, additional estimates, etc. will be invoiced as an additional service in accordance with the following hourly rates:

	\$/Hr.
Principal	315
Director	275
Senior Cost Estimator	195
Cost Estimator II	155
Cost Estimator I	145
Assistant Cost Estimator	120

February 20, 2024  
Page 2 of 2

Our invoices will be submitted upon completion of the estimate and will be payable within 30 days.

Should the foregoing meet with your approval, your signature will confirm your agreement and authorize The Concord Group to render the specified services.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me if you have any questions.

Sincerely,  
The Concord Group



Eamon Ryan  
Chief Operating Officer  
ER/2024A047

Accepted for: Syska Hennessy

By (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SYSKA HENNESSY**  
**GROUP**

#### Locations

Atlanta, GA  
Boston, MA  
Charlotte, NC  
Chicago, IL  
Dallas, TX  
Hamilton, NJ  
Jacksonville, FL  
Los Angeles, CA  
New York, NY  
Orange County, CA  
Raleigh, NC  
Richmond, VA  
San Diego, CA  
San Francisco, CA  
Silicon Valley, CA  
Tampa, FL  
Washington, DC  
Dubai, UAE  
Shanghai, PRC

[syska.com](http://syska.com)