



January 19, 2018

Mr. Jeremiah Varco
Facilities Manager
Lake County
18 N County Street, Lower Level
Waukegan, IL 60085

Re: 999-00057426-PP AIR HANDLING UNIT REPLACEMENT

Dear Mr. Varco:

In accordance with your request on January 15, 2018, we are pleased to submit our proposal to provide Mechanical, Electrical and Structural (MES) Consulting Engineering Services for the above referenced project. Based on our meeting and walk through on January 15, 2018, we propose to provide Consulting Engineering Services as follows.

SCOPE OF PROJECT

We understand that Lake County (hereinafter referred to as Client) is commissioned to provide engineering design services for the planned air handling unit replacement and associated ductwork modifications for three sites: The Robert W Depke Juvenile Complex, Lake County Traffic Court and the Children's Advocacy Center.

The first site in this scope, the Robert W Depke Juvenile Complex, consists of several buildings distributed on the site. The project is to be performed in the FACE-IT wing. This wing is a one-story building that is occupied by offices, classrooms, a residential space and a dining space. The building core, classrooms, residential space and dining space are served by three existing packaged rooftop units. The offices have existing wall mounted packaged units. The main scope of the project in this building is to replace the existing rooftop units and consolidate cooling, heating and ventilation to the offices via a centralized system. The new rooftop equipment shall be mounted on existing curbs. Structural requirements will be reviewed and design of structural reinforcement will be provided as required.

The next site is Lake County Traffic Court which is a one-story building currently served by three constant volume, single zone, packaged rooftop units. The building consists of offices and a courtroom. One unit serves the lobby and the two other units serve equal portions of the building. The main scope of the project is to replace the existing rooftop units while maintaining the zoning for the lobby, re-zoning the remaining building air distribution and providing a single zone unit for the courtroom. The rooftop unit serving the rest of the building is to be variable air volume.

The final site Children's Advocacy Center is a one-story office building. The building is served by (2) 5-ton single zone, constant volume, rooftop packaged units that provide heating, cooling and ventilation to equal portions of the building. The main scope of the project is to replace the packaged rooftop units in kind and modify the return ductwork in the interview rooms to provide acoustic insulation from adjacent spaces.

The MES design services are included for the following scope items:

1. Load calculations for spaces where the zones and HVAC system type will be modified.
2. Selection, scheduling and detailing of new equipment.
3. Design and sizing of air distribution systems identified to be modified or added.
4. Assessment of structure and design of additional rooftop unit supports as required.
5. Provide a new centralized air distribution system for offices in Robert W Depke Juvenile Complex.
6. Provide modifications to existing ductwork to areas identified above.
7. Demolish existing rooftop packaged units.
8. Provide utilities included but not limited to power and gas for new equipment.

It is assumed in this proposal that no major infrastructure upgrades including the addition of electrical or gas utility services are required to complete the scope of work. These instances will be examined and addressed if necessary during the existing drawing and code review portion of the scope indicated below.

SCOPE OF BASIC SERVICES

For the Project described above, exp US Services Inc. shall provide the following professional services:

MECHANICAL

Existing Design Review

- Review existing drawings provided by Client to determine required capacity for new air handling units.
- Perform load calculations to determine the size of the equipment to be installed in buildings where the air distribution will be reconfigured.
- Provide code review of existing systems as required to determine any further requisites in the mechanical design.

Engineering Design

- Perform load and ventilation calculations.
- Design air distribution.
- Provide design of control systems to integrate and interface to existing BAS system as required.
- Provide design criteria and requirements of the HVAC system to mechanical contractor.

ELECTRICAL

Existing Design Review

- Review existing one line and electrical drawings provided by Client to determine existing power capacities as required for new air handling units.
- Provide code review of existing systems as required to determine any further requisites in the electrical design.

Engineering Design

- Reconfigure existing power distribution systems and fire alarm systems as required to accommodate installation of new HVAC equipment.
- Design power distribution modifications.
- Provide design criteria and requirements for electrical equipment and devices to electrical contractor.

STRUCTURAL

Existing Design Review

- Provide review of existing packaged rooftop unit supports based on drawings provided by Client and determine any further requirements of the project.

Engineering Design

- Design and specify structural reinforcement for roofs as required for the installation of new rooftop equipment.

SCOPE OF SERVICES APPLYING TO ALL TRADES

Opinion of Probable Cost

- In conjunction with General Contractor, assist in cost estimate exercise for all work contained in this proposal.

Construction Document Phase Services

- Field Visit - One site survey and walk through with Project Manager and Fire Protection Engineer.
- Mechanical, Electrical and Structural Construction Drawings – Provide drawings for work indicated in the Scope of Project sections above.
 - Two (2) Construction Document issuances including:
 - Issued for Owner Review
 - Issued for Construction

Bidding and Construction Administration Services

- Bidding and Proposal review – Assist Client and General Contractor in compilation of Bids and Trade Proposals associated with Scope listed above.
- Shop Drawings and Other Required Submittals – Review and take appropriate action upon receipt of complete and coordinated shop drawings and other required submittals from the Construction Contractor. These submittals to include all major pieces of equipment, control components and sequence and related drawings.
- Requests for Information – Answer written contractor generated requests for additional information relating to the content of the Drawings and Specifications.
- Field Visits – Three site visits, Pre-Construction, 100% progress to review work and complete any site observation documents as required by the Client.

The maximum hours for construction site visits and project meetings included in this proposal is 20 hours.

ADDITIONAL SERVICES

Any services performed by exp US Services Inc. which are not identified above as Basic Services shall be considered Additional Services. The performance of additional services will affect the project schedule and must be agreed to prior to the start of work by

SCHEDULE

We understand the anticipated start date to be JANUARY 29, 2018. The above outlined scope of work for will require a total of 12 normal working weeks to complete after authorization to proceed and after the receipt of all the required information. We understand that the following is the anticipated duration for each sequential phase included in this proposal

	<u>Weeks</u>
Construction Documents	4
Bidding	2
Construction Administration	6

CLIENTS RESPONSIBILITY

The Client shall furnish the Engineer with as-built drawings in hard copy format and AutoCAD.dwg (Release 2004 or higher). The data must follow a standard layering system that must be documented.

COMPENSATION

BASIC SERVICES: For Basic Services as defined above, exp US Services Inc. will be compensated a Lump Sum Fee of FIFTY-TWO THOUSAND AND SEVENTY DOLLARS (\$52,070) for completion of the scope indicated for the complete Construction Documents, Bidding and Construction Administration services. Our invoicing will be based on the following fee percentages:

	<u>Percent of Fee</u>
Construction Documents (All Phases)	80%
Bidding	3%
Construction Administration	17%

- **Opinion of Probable Cost- Cost Estimate - Total: \$4,060**
- **Construction Design & Document Phase Services - Total: \$37,596**
 - Electrical: \$11,427
 - Mechanical: \$18,977
 - Structural: \$7,192
- **Bidding and Construction Administration Services Total: \$10,414**

REIMBURSABLE EXPENSE: The Engineer shall be reimbursed for all incidental expenses incurred in performing the above scope of services, plus a 10% handling charge. Expenses include but are not limited to transportation (including mileage, cabs and parking), out-of-town travel (including transportation, food and lodging). Reimbursable expenses are in addition to the basic service fees indicated above. A reimbursable allowance of **\$500.00** shall be allocated.

ADDITIONAL SERVICES: For Additional Services as defined above, exp US Services Inc. shall be compensated on the basis of a negotiated Lump Sum.

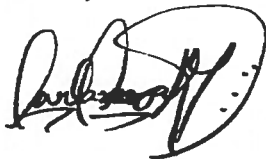
TERMS AND CONDITIONS

The attached Terms and Conditions will serve as our agreement upon your signed authorization of the attached Work Authorization. If this proposal meets your approval, please indicate your acceptance of its terms by signing the enclosed copy and returning it to us.

Principal-in-Charge for this assignment is Jay Ramirez and Carla Espinoza will be the primary contact with your team.

We welcome the opportunity to work with you and your team on this Project and are ready to commence services. Please contact the undersigned at 312.616.7456 to answer any questions you may have or to further discuss how exp can best serve the needs of Lake County.

Sincerely,



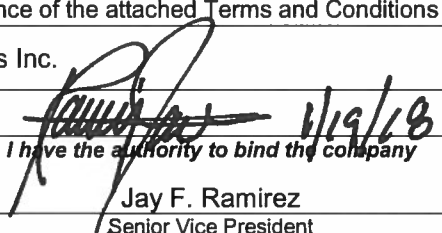
Carla Espinoza, PE
Mechanical Engineer
Science + Technology and Healthcare



Jay F. Ramirez
Senior Vice President
Science + Technology and Healthcare

exp US Services Inc.

Enclosures: Appendix I: Work Authorization
Appendix II: Terms and Conditions**APPENDIX I**
Work Authorization

Client Name: ("CLIENT")	Lake County		
Address:	18 N County Street, Lower Level Waukegan, IL 60085		
Attention:	Mr. Jeremiah Varco		
Contact Email:	JVarco@lakecountyil.gov	Client ID Number:	
Contact Phone:	(847)-377-2321	Contact Fax:	
exp US Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	Lake County – Air Handling Unit Replacement		
Project Location:	Vernon Hills, Round Lake and Gurnee, IL		
The services to be performed are limited to: See attached Air Handling Unit Replacement Proposal dated January 17, 2017			
Project Manager:	Carla Espinoza		
Charges for the services:	\$52,070		
Report Distribution:			
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for exp to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions and Proposal attached. CLIENT'S signature below indicates acceptance of the attached Terms and Conditions and Proposal.			
exp US Services Inc.		Lake County	
Signature:	 1/19/18 <i>I have the authority to bind the company</i>	Signature:	<i>I have the authority to bind the company</i>
Print Name:	Jay F. Ramirez Senior Vice President	Print Name:	
Project No.:		Project No.:	
Date	January 19, 2017	Date	

All invoices are payable upon receipt. Interest will be charged at 1.5% per month (18% per annum) on any balance after 60 days.
The CLIENT acknowledges and agrees that exp may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.

APPENDIX II

TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the State of Nebraska.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.

APPENDIX II TERMS AND CONDITIONS

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois.