

The Board met in due form with the following members present: Roosevelt Allen, Jr., Frances DuPey and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 1st day of September, 2006 at about 2:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 1st day of September, 2006 at about 2:45 p.m.

Order#1 – Agenda #5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

Allen made a motion, seconded by DuPey, to approve the opening of the Bids and Proposals. Motion passed 3-0.

Order#2 – Agenda #5C

In the Matter of Notices/Agenda: Deletions to Agenda for a Special Meeting.

Allen made a motion, seconded by DuPey, to approve the Deletions of Item #27 – Request for permission to seek Proposals for the Replacement of Windows in the Industrial Building. Proposals to be returned by Wednesday, October 18, 2006 prior to 9:30 a.m. in the Lake County Auditor's Office; Corrections of Item #10 should read "and one (1) new unused 2006 or newer side mount boom mower, mounted on a minimum 7600 lb. Class 4wd inclosed cab tractor in current production"; Item#12 – should read \$190,100.00. Motion passed 3-0.

Order#3 – Agenda #5D

In the Matter of Notices/Agenda: Approval of Final Agenda.

DuPey made a motion, seconded by Allen, to approve the final agenda. Motion passed 3-0.

Order#4 – Agenda #5E

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order#5 – Agenda #33

In the Matter of Lake County Cooperative Extension Service: Public Hearing.

Commissioner Scheub opened the public hearing. He asked if anyone from the public wanted to speak. No one spoke. The hearing was then closed. Allen made a motion, seconded by Scheub, to approve the Proposed Lease between Merrillville AmeriPLEX I LP and Purdue Cooperative Extension Service for the period of January 1, 2007 to December 31, 2016 at the rate of \$7,750.84 per month for the first year with a 3% annual increase thereafter. Motion passed 2-1, Commissioner DuPey against.

INDUSTRIAL LEASE AGREEMENT

The parties to this Agreement, entered into on 09/13/06, between **MERRILLVILLE AMERIPLEX I LP**, hereafter referred to as "Landlord", and **PURDUE COOPERATIVE EXTENSION SERVICE**, hereinafter referred to as "Tenant", agree as follows:

1. PREMISES; PREPARATION; SUBSTITUTION.

- A. **The Premises.** The Landlord leases to the Tenant and the Tenant accepts that part of the building, located at Ameriplex at the Crossroads, 880 E. 99th Court, Merrillville, Indiana, in The David E. Ross Building (the "Building"), identified as Suite A as shown on the floor plan attached to this Agreement as Exhibit A, and containing approximately 9,301 square feet of leasable space (the "Premises").
- B. **Preparation of Premises.** Approximately January 1, 2007, the Landlord shall cause the Premises to be completed in accordance with the terms and conditions of the "Tenant Improvement Work Letter" attached to this Agreement as Exhibit B. The Landlord will not be liable to the Tenant for damages nor will the Tenant be relieved from any obligations under this Agreement if the Landlord is prevented from completing the Premises for the Tenant's occupancy on the commencement date because of strikes, lockouts, labor controversies, accidents, inability to obtain fuel or supplies, the holding over or retention of possession of the Premises by a prior tenant or occupant or any other cause beyond the reasonable control of the Landlord. In such event, however, the rent under this Agreement shall abate on a per diem basis until the Premises are completed, unless the cause for the delay is the result of the Tenant's request for materials, finishes, or installations other than the Landlord's standards, the Tenant's changes in the work to be performed by the Landlord and not approved by the Landlord, the performance by the Tenant or any person employed by the Tenant of any work in the Premises, or any other cause within the reasonable control of the Tenant.
- C. **Substitution of Premises.** The Landlord may, with at least thirty days' prior written notice to the Tenant, substitute other space within the Building for the Premises subject to the same terms and conditions as though originally leased to the Tenant at the time of execution and delivery of this Agreement. Such substituted space shall contain at least the same useable area as the Premises without any increase in rent. The Landlord shall pay all reasonable moving expenses of the Tenant, including the reasonable removing and replacement of the Tenant improvements, related to such substituted space.

2. **TERM.** The term of the lease of the Premises (the "Term") shall be 120 months commencing on the commencement date, and ending 120 months after the commencement date, unless sooner terminated as provided in this Agreement.

3. **USE.** The Premises shall be occupied and used by the Tenant for office and warehouse space and for no other purpose.

4. **RENT.** The Tenant shall pay to the Landlord as rent, without any setoff or deduction whatsoever, the sum of \$93,010.00 for the first year, in equal monthly installments for the first year of \$7,750.84 in advance, on the first day of each calendar month during the Term. Thereafter, rent will be increased annually by three (3%). If the Term commences on any day other than the first day of a calendar month, a pro rate fraction shall be paid for the partial month at the beginning of the Term, if any, as

provided below. Unpaid rent and other monies owing to the Landlord under this Agreement shall bear interest at the rate of 18% per annum from the date due until paid.

5. **ADDITIONAL RENT FOR OPERATING EXPENSES.**

- A. **Monthly Operating Expense Payment.** The Tenant shall pay its proportionate share of Operating Expenses (defined in subsection C of this Section 5), estimated for 2007 at \$0.65 per square foot plus estimated Real Estate taxes in the amount of \$0.95 psf if Tenant is unable to obtain exempt status for property taxes. The Tenant's proportionate share of the Operating Expenses shall be an amount equal to the total building Operating Expenses divided by the leasable square feet in the Building times the number of square feet leased by the Tenant as set forth in Section 1.A. On or before December 15 of each year during the Term, the Landlord shall estimate the Operating Expenses for the next calendar year and shall notify the Tenant in writing of the Tenant's proportionate share of the estimated Operating Expenses. Then, in addition to the rent set forth in Section 4, on January 1 and on the first day of each month during the next calendar year, with the rent the Tenant shall pay to the Landlord an amount equal to the Tenant's Estimated Operating Expenses divided by twelve.
- B. **Annual Operating Expenses Adjustments.** On or before May 15 of each year after the first calendar year of the Term, whether the first year is full or partial, the Landlord shall determine the actual Operating Expenses for both the Building and the land on which the Building is located, including on-site and off-site parking related to the Building (the "Building Site") for the preceding calendar year. Therefore, on or before May 15 of each calendar year through the year following the termination of the Term, with any options and extensions, the total amount of the Tenant's Estimated Operating Expenses paid during the preceding calendar year shall be corrected to reflect the actual Operating Expenses for such preceding calendar year, and the Landlord shall submit a statement reflecting the correction to the Tenant. On or before June 1 of each such year the Tenant shall pay to the Landlord, or the Tenant shall be credited with, as appropriate, an amount equal to the difference between the Tenant's proportionate share of the actual Operating Expenses for the preceding calendar year less the Tenant's Estimated Operating Expenses which were paid by the Tenant during such preceding calendar year.
- B.1 **Credit.** If the correction for any year results in a credit to the Tenant, then that credit shall be applied against the rent and other monies owing from the Tenant to the Landlord which are due and payable in the month(s) after the correction adjustment.
- C. **Operating Expenses Defined.** The term "Operating Expenses" means and includes the total reasonable operating expenses related to the Building and the Building Site (the Building and the Building Site collectively, the "Real Estate") which are incurred by the Landlord, and shall include, without limitation, taxes and assessments levied, assessed or imposed at any time by any municipal, county, state or federal government or any governmental authority, upon or against the Real Estate ("Real Estate Taxes"), fees contingent on tax savings realized from an appeal, and also any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the receipt of any income or rents from the Building and/or Building Site to the extent that any such tax or assessment is in lieu of all or a portion of any of the Real Estate Taxes, personal property and ad valorem taxes, costs of water and sewage, reasonable management expenses, labor, including all wages, salaries, Social Security taxes which may be levied upon such wages and salaries, supplies, repairs, maintenance, painting, general exterior cleaning, insurance, landscaping, snow removal, and other items properly constituting direct operating costs according to standard accounting practices. The term "Operating Expenses" does not mean or include depreciation of the Building or equipment, interest expense on borrowed money of any form or nature, costs of maintaining the Landlord's corporate or business existence, franchise taxes, federal or state income taxes, expenditures required to be capitalized for federal

income tax purposes, office expenses or salaries of the Landlord's executive officers, commissions and fees paid for the rental of the Building, or any parts thereof, or tenant improvements.

- D. **Annual Notice.** The Landlord shall notify the Tenant in writing by May 15 of each year of the actual Operating Expenses during the preceding calendar year, together with the computation of the additional payments for Operating Expenses due from the Tenant by June 1 of such year pursuant to subsections A and B of this Section 5.
6. **SECURITY DEPOSITS.** The Tenant has deposited \$ _____ ("Security") with the Landlord, which shall be held by the Landlord, without liability for interest, as security for performance by the Tenant of all of its obligations under this Agreement. The Landlord may apply all or any part of the Security for payment of any rent or other money, damage, or loss sustained by the Landlord because of the Tenant's default under this Agreement. If such application is made at any time during the Term, then the Tenant shall pay to the Landlord the amount so applied immediately after receipt of written demand from the Landlord. The Security shall be returned to the Tenant at the end of the Tenant's occupancy of the Premises if the Tenant is not then in default under this Agreement. The Landlord may transfer the Security to any transferee of the Landlord's interest in the Real Estate, and the Landlord will thereafter be discharged from any liability with respect to the Security.
7. **SERVICES TO BE PROVIDED BY THE LANDLORD.** The Landlord shall provide the following services to the Premises during reasonable business hours:
- A. Water from city mains, drawn through fixtures installed by the Landlord for drinking, lavatory, and toilet purposes, including a reasonable amount of hot water. The Landlord reserves the right to provide a separate meter for the Premises and to require the Tenant to pay for its use of water billed to such meter.
 - B. Electrical wiring system in the Premises for standard electrical receptacles and lighting fixtures. The electrical system may be used only for normal equipment and accessories. Replacement lighting tubes, lamps, bulbs, and ballasts required for the overhead lighting fixtures in the Premises will be installed at the Tenant's expense.
 - C. A separate meter has been provided for the Premises and the Tenant is required to pay for its use of electricity and gas billed to such meters.
 - D. Snow removal service for the outside parking facilities, related driveways, and sidewalks at all times.
 - E. Landscaping service for the grounds.
 - F. The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause beyond the reasonable control of the Landlord. Any interruption of any such service will not constitute an eviction or disturbance of the Tenant's use and possession of the Premises, or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Agreement. The Landlord will use reasonable efforts to promptly remedy any situation which has interrupted any such services.
8. **LANDLORD'S TITLE.** The Landlord's title is and always shall be paramount to the title of the Tenant, and nothing contained in this Agreement authorizes the Tenant to do any act which may encumber the title of the Landlord. This lease is subject and subordinate to all ground and underlying leases, and to all mortgages which may now or hereafter affect such ground and underlying leases, or

the Real Estate and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to all advances made or hereafter to be made on the security of any such mortgage. Notwithstanding the foregoing, the mortgagee under any such mortgage may recognize this Agreement and, in the event of a foreclosure sale under such mortgage or conveyance by deed in lieu of foreclosure, this Agreement shall continue in full force and effect at the option of the mortgagee or purchaser under any such foreclosure sale or deed in lieu thereof. The Tenant covenants and agrees that it will, upon the written request of the mortgagee or purchaser, attorn thereto and execute, acknowledge, and deliver any instrument that has for its purposes and effect subordination of this lease to the mortgage

9. ASSIGNMENT AND SUBLETTING.

A. **Tenant.** The Tenant may not assign or transfer all or any part of its right and interest under this Agreement, and may not sublet or permit the use and occupancy of all or any part of the Premises, to or by a third party without the prior written consent of the Landlord. The Landlord's consent under this Section 9 shall be in its absolute discretion and subject to such conditions as the Landlord may impose. If the Landlord grants its consent then all consideration paid or to be paid by such third party, including any amounts in excess of the rent due under this Agreement, shall be paid directly to the Landlord, and the Tenant shall be responsible to the Landlord for any deficiency between such consideration and the rent and other monies due under this Agreement.

B. **Landlord.** The Landlord named in this Agreement may transfer and assign, in whole or in part, all of its rights and obligations under this Agreement and in the Real Estate. After such transfer or assignment the Landlord named in this Agreement will have no further liability to the Tenant under this Agreement for the obligations assumed by the assignee or transferee.

10. **UNTENANTABILITY.** If the Premises or the Building are made untenable by fire or other cause, the Landlord may elect (a) to terminate this Agreement as of the date of such casualty by notice to the Tenant within thirty days after that date, or (b) to repair all damage to the Premises or the Building so that the same shall be restored to such condition as existed immediately prior to such damage. If the Landlord elects to terminate this Agreement, the rent shall be abated on a per-diem basis and be paid to the date of the fire or casualty. If the Landlord elects to restore the Premises and Building, such restoration shall be completed with reasonable promptness. If the Premises are unusable during such restoration, or if the Tenant is reasonably required to close its operation while such repairs are made, the rent shall abate during such period of repair while such operations have ceased and the Premises are completely closed. If the Tenant continues to operate on the Premises during such repairs, but is unable to use a substantial portion of the Premises, then the rent shall be prorated in the proportion which the area of unusable leased space bears to the total Premises for the period that said space is unusable. The Landlord will not be liable for business losses to the Tenant by reason of damage to the Premises. If the untenability is caused by the fault of the Tenant, there will be no apportionment or abatement of rent. Notwithstanding anything contained in this Section 10 to the contrary, if the Premises are not or cannot be made tenable within 120 days after the date of the casualty for any reason whatsoever, the Tenant may terminate this Agreement and the lease.

11. **SIGNS.** The Tenant shall pay for all signs related to the Tenant's use of the Premises. No sign, advertisement, or notice may be inscribed, painted, or affixed on any part of the outside or inside of the Premises or the Building by the Tenant except on the doors of the Premises and on the Building's directory board, and then at the Tenant's expense and only of such color, size, style and material as is approved by the Landlord in writing. The Landlord reserves the right to remove all other signs at the expense of the Tenant. At the expiration of the Term the Tenant shall remove its signs from the Premises and the Building.

12. **ALTERATIONS.** No alterations or additions may be made, and no fixtures may be affixed to the Premises or the Building by the Tenant without the prior written consent of the Landlord. All such

alterations, additions, and fixtures, except the Tenant's trade fixtures and business machines, shall be and remain the property of the Landlord unless otherwise agreed in writing by the Landlord. Any and all maintenance, repairs, replacements to electrical, heating, air conditioning, water and plumbing systems in the Premises and the Building shall be made or done only by persons authorized by the Landlord.

13. **USE OF THE PREMISES.**

- A. **Specific Use.** The Tenant shall occupy and use the Premises during the Term for the purposes specified in Section 3 and none other.
- B. **Unlawful Use.** The Tenant may not make or permit any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance, or government regulations which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any policy of insurance carried on or covering the Building and its operations.
- C. **Obstruction.** The Tenant may not obstruct or use for storage or for any purpose other than ingress and egress the driveways, parking areas, sidewalks, entrances, courts, corridors, vestibules, halls, elevators, and stairways of the Building
- D. **Noise or Odor.** The Tenant may not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, may not create or maintain a nuisance in the Premises, may not disturb, solicit, or canvass any occupant of the Building, and may not do any act tending to interfere with the quiet enjoyment of the leased space in the Building by other tenants or to injure the reputation of the Building.
- E. **Equipment Installation.** The Tenant may not install any machinery, mechanical equipment, electronic equipment, air conditioning equipment or aerial wires inside or outside the Building without, in each and every case, prior written consent of the Landlord so that other occupants of the Building will not be disturbed or annoyed.
- F. **Locks.** Tenant may not attach additional locks or similar devices to any door or window and, upon the termination of this Agreement or of the Tenant's possession, shall surrender all keys to the Premises and shall explain to the Landlord all combination locks on safes, cabinets, and vaults.
- G. **Security.** The Tenant shall be responsible for locking the doors and closing the transoms and windows in and to the Premises.
- H. **Windows.** Tenant may not install any blinds, shades, awnings, or other form of inside or outside window covering or window ventilators or similar devices without the prior written consent of the Landlord.
- I. **Floor Load.** The Tenant may not overload any floor, shall route and locate safes and other heavy articles as the Landlord may direct, shall bring safes, furniture, and all large articles through the Building and onto the Premises at such times and in such manner as the Landlord directs and at the Tenant's sole risk and responsibility.
- J. **Electrical Load.** The Tenant may not install in the Premises any equipment which uses a substantial amount of electricity without the advance written consent of the Landlord, shall ascertain from the Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Building and the Premises and the needs of other tenants in the Building, and, notwithstanding the Landlord's consent to such installation, may not use more electricity than such safe capacity.

- K. **Supplementary Air.** The Tenant shall be responsible for the cost of modification, installation, maintenance, repair, and additional operating and utility expenses related to any supplementary air conditioning required by heat generating machines or equipment used by the Tenant.
- L. **Obstruction.** The Tenant may not cover or obstruct the windows and doors that reflect or admit light or air into the halls, corridors or other public places in the Building.
- M. **Plumbing.** The Tenant may not use the water and wash closets and other plumbing fixtures for any purposes other than those for which they were constructed
- N. **Other.** The Tenant may not in any way deface any part of the Premises or the Building.
14. **REPAIRS.** The Tenant shall take good care of the Premises and the fixtures in the Premises and shall keep the Premises in good order, condition, and repair at the Tenant's expense during the Term, including the replacement of all interior broken glass and exterior glass broken by the Tenant with glass of the same size and quality. If the Tenant does not make necessary repairs within a reasonable time and adequately, the Landlord may, but need not, make such repairs and the Tenant shall promptly pay the Landlord for the cost thereof as additional rent. On the expiration of the Term or on earlier termination or cancellation of this Agreement, the Tenant shall surrender the Premises and the Landlord's fixtures in as good condition as of the time of delivery to the Tenant, subject to reasonable wear and tear. All injury to the Building or fixtures caused by moving of the Tenant in and out of the Building caused by the Tenant and any damage done by water, steam, electricity, fire or other substances to the Building or fixtures, or to the property of other tenants in the Building caused by the Tenant may be repaired by the Landlord at the expense of the Tenant, and the cost thereof shall become immediately due and payable by the Tenant as additional rent upon the delivery of a statement of such costs by the Landlord to the Tenant, or mailing the same, postage prepaid, to the Tenant at its last known address.
15. **EMINENT DOMAIN.** If the Building, or any part thereof, which prevents the operation of the Tenant's business shall be taken or condemned by a competent authority for any public use or purpose, the Term shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. The Tenant may not share in the condemnation award, except for its personal property and relocation awards, if any.
16. **ENVIRONMENTAL CONDITIONS.**
- A. **Compliance with Laws.** As a principal element of the consideration for the lease of Premises to the Tenant by the Landlord, the Tenant acknowledges and agrees that it is familiar and shall strictly comply with all applicable federal, state, and local statutes, laws, rules, regulations, and ordinances (collectively, the "Laws") relating to the use, handling and disposal of hazardous and toxic substances and wastes ("Hazardous Substances"), including all air, water, soil, solid waste and other environmental requirements, as an operator of a business on the Premises under this Agreement, including any community right-to-know rules and regulations. The Tenant agrees to comply with all of the Laws, to obtain all applicable permits, and to file all required notices and reports during the Term and the Tenant's possession of the Premises.
- B. **Intent to Handle Hazardous Substances.** The Tenant shall check this box if the Tenant intends or expects to handle or dispose of any Hazardous Substances on the Premises or the Real Estate. The Tenant shall immediately notify the Landlord in writing if the Tenant does not now intend or expect to handle or dispose of any Hazardous Substances on the Premises or the Real Estate, but does handle or dispose of any Hazardous Substances during the Term.
- C. **Containers; Spill Catchments.** The Tenant may install or use above-ground or underground storage tanks or containers only in strict accordance with the Laws and only with the prior written

consent of the Landlord and according to standards and restrictions imposed by the Landlord. The Tenant shall provide secondary container or spill catchments devices to effectively prevent any spill or overflow related to the filling of any aboveground or underground tanks from contaminating the soil or ground water. With respect to each tank and container located in or on the Premises or the Real Estate, the Tenant shall label each container as to the contents in each such container. If the container holds any Hazardous Substances, the label shall specify the Hazardous Substance or Substances contained.

- D. **Site Assessment by Tenant.** At such time as the Landlord has reason to believe a Hazardous Substance may be present in or on the Real Estate by reason of a spill or other discharge of a Hazardous Substance, or otherwise, the Tenant, shall within fifteen days after written request from the Landlord, provide the Landlord with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to the Landlord, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substance and the potential costs in connection with abatement, cleanup or removal of any hazardous substance found on, under, at or within the Real Estate. If the assessment or report shows the presence of any Hazardous Substance, the Tenant shall pay all costs related to the preparation of the report and assessment and to the required remediation.
- E. **Site Assessment by Landlord.** In the event of a default, the Landlord (or its representatives) may visit the Real Estate and perform or cause to be performed environmental site investigations and assessments ("Site Assessments") on the Real Estate for the purpose of determining whether there exists in or on the Real Estate any environmental condition which could result in any liability, cost or expense to any owner or occupier of the Real Estate. Such Site Assessments may include both above and below the ground testing as may be necessary to properly conduct the Site Assessments in the opinion of the persons conducting the Site Assessments (the "Site Reviewers"). The Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises and the Real Estate as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing all Site Assessments shall be paid by the Tenant within five days after written demand by the Landlord, and thereafter shall bear interest at the rate of 18% per annum.
- F. **Environmental Indemnification.** The Tenant shall indemnify, release, discharge, defend and hold the Landlord harmless from and against, and shall assume, any and all liability including, without limitation, all liability for reporting, assessment, investigation, removal and remediation, and all costs and expenses, arising out of, as a result of, or in connection with any failure of the Tenant or its employees, agents or assigns, to comply with any of the Laws and any and all contamination or the results thereof in the air, soil, and ground water at the Premises and the Real Estate, or at a disposal site to which waste materials generated by the Tenant at the Premises or the Real Estate, or elsewhere, were disposed, as well as any and all releases of contamination from the Premises or the Real Estate caused by or contributed to by the Tenant during the Term and the Tenant's possession of the Premises. The Tenant's obligations under this paragraph shall arise on the discovery of any violation of or non-compliance with any Law by the Tenant, or the contamination of the Premises or the Real Estate, whether or not any federal, state or local agency has taken or threatened any action.
- G. **Survival of Section.** The provisions in this Section 16 shall be in effect from the date of this Agreement, shall apply whether or not the Tenant subsequently subleases the Premises, or any part of the Premises, to any third party, and shall remain in effect and shall survive the termination or expiration of this Agreement.

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17. **RIGHTS RESERVED TO LANDLORD.** The Landlord reserves all rights incident to its ownership of the Building, including, but not limited to, the right (a) to change the name or street address of the Building without notice or liability; (b) to install and maintain signs on the exterior of the Building; (c) to designate all sources furnishing sign painting and lettering used on the Premises; (d) if, during or prior to the termination of this Agreement, the Tenant vacates the Premises, to decorate, remodel, repair, alter, or otherwise prepare the Premises for re-occupancy; (e) to have pass keys to the Premises; (f) to exhibit the Premises during the last 180 days of the Term; (g) to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection, or preservation of the Premises or the Building or the Landlord's interest therein, or as may be necessary or desirable in the operation of the Building. The Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed liable for an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant.
18. **HOLDING OVER.** If the Tenant retains possession of the Premises, or any part thereof, after the termination of this Agreement by lapse of time or otherwise, the Tenant shall pay to the Landlord rent at two (2) times the rate of the then current rental specified in this Agreement for the time that the Tenant thus remains in possession. If the Tenant remains in possession of the Premises, or any part thereof, after the termination of the term by lapse of time or otherwise, the Landlord may thereafter terminate the tenancy immediately and without notice. The provisions of this Section 18 do not waive the Landlord's right of re-entry or any other right under this Agreement.
19. **NOTICE AND PAYMENTS.** Any notice which the Landlord may desire or be required to give the Tenant shall be deemed sufficiently given or rendered if delivered in writing to the Tenant personally or sent by certified or registered mail, addressed to the Tenant at the Premises, return receipt requested. All payments to the Landlord and any notice which the Tenant may desire or be required to give the Landlord shall be deemed sufficiently given or rendered if delivered in writing to the Landlord personally or sent by certified or registered mail, return receipt requested, addressed to the Landlord, c/o Holladay Property Services Midwest, Inc. P.O. Box 1331, South Bend, IN 46624, or at such other place as the Landlord may from time to time designate in writing.
20. **DEFAULT BY TENANT.** In the event of a default by the Tenant under this Agreement, the Landlord will have the following remedies:
- A. **Tenant's Insolvency.** If the Tenant makes an assignment for the benefit of creditors or if a receiver is appointed for the Tenant or for the Tenant's assets or interest in this Agreement, or if any voluntary or involuntary petition or similar pleading under any section of any bankruptcy law is filed by or against the Tenant or any voluntary or involuntary proceedings in any court or tribunal is instituted to declare the Tenant insolvent or unable to pay its debts and, in the case of an involuntary petition or proceeding, if it is not dismissed within ten days from the date it is filed, then the Landlord, at its election and without further notice or demand and either with or without entry upon the Premises, may immediately terminate and cancel this Agreement and this lease and shall thereafter, for the remainder of the Term, be entitled to recover damages in an amount equal to the present value of the rental obligation herein stated, including increases in rent as provided in this Agreement, less the rent for the Premises which the Landlord obtains.
- B. **Landlord's Remedies.** If the Tenant either fails to pay any rent or other monies owed to the Landlord on the date it is due, and fails to cure such default within ten days after receipt of written or verbal notice from the Landlord, or is otherwise in default of any of its obligations or duties under this Agreement, then the Landlord may, without being liable for prosecution or claim for damages, enter into and upon the Premises, or any part thereof, and repossess the same, with or without terminating this lease and without prejudice to any of its remedies for rent, entry, possession, damages, or breach of covenant and may, at its option, terminate this Agreement by

giving written notice of its election to do so or may, at its option, lease the Premises, or any part thereof, as the agent of the Tenant, or otherwise and may, at its option, without notice or demand, declare all amounts due during the entire term of this lease to be immediately due and payable. The Tenant shall, without demand or further process of law, pay to the Landlord at the end of each month during the Term the difference between the rent due to the Landlord from the Tenant under this Agreement, including any increases in rent due under this Agreement, and the net receipts, if any, being received by the Landlord from the Premises (such net receipts to be calculated by deducting from the gross receipts the expenses incurred by the Landlord in connection with the re-letting of the Premises and performing the Tenant's obligations under this Agreement). If the rent for re-letting the Premises is higher than the monthly rent under this Agreement, then such excess rent shall belong to the Landlord and the Tenant will have no claim or right thereto. The failure or delay of the Landlord in taking any action or pursuing any remedy in the event of a default by the Tenant may not be considered a waiver or consent by the Landlord.

C. **Landlord's Enforcement Costs.** The Tenant shall pay upon demand all the Landlord's costs, charges, and expenses, including reasonable fees of attorneys, agents, and others retained by the Landlord incurred in enforcing the Tenant's obligations under this Agreement or incurred by the Landlord in any litigation, negotiation, or transaction in which the Tenant causes the Landlord to become involved or concerned.

21. **FINANCIAL STATEMENTS.** From time to time upon written request, Landlord has the right to ask Tenant to provide financial statements reflecting the Tenant's current financial condition.

22. **DEFAULT BY LANDLORD.** If the Premises, or any part thereof, are at any time subject to a mortgage, a deed of trust, or a similar lien instrument, and this Agreement or the rentals are assigned to such mortgagee, trustee, or beneficiary, and the Tenant is given written notice thereof, including the post office address of such assignee, then the Tenant may not terminate this Agreement for any default on the part of the Landlord without first giving written notice by certified or registered mail, return receipt requested, to such assignee, to the attention of the mortgage loan department, specifying the default in reasonable detail, and affording such assignee a reasonable opportunity to make performance at its election for and on behalf of the Landlord.

23. **LIABILITY INSURANCE AND INDEMNIFICATION.**

A. **Required Coverage.** The Tenant shall maintain, and provide to the Landlord acceptable evidence of commercial general liability insurance of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage with a \$2,000,000 aggregate. The landlord shall be designated as an additional insured with the right to notice of cancellation or amendment ten days prior to the effective date thereof. Said insurance shall be maintained during the Term.

B.1 **Indemnification-Landlord.** The Tenant shall indemnify, defend, and save the Landlord harmless against and from all losses, liabilities, costs, damages, and expenses, including reasonable engineers', architects' and attorneys' fees, which may be incurred by or asserted against the Landlord by reason of or in respect to any of the following occurring during the Term:

(i) Any work or thing done by the Tenant in, on, or about the Premises, or any part thereof;

(ii) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management by the Tenant of the Premises, or any part thereof;

(iii) Any negligence on the part of the Tenant, Tenant's agent or Tenant's customers occurring in the Premises and the Building, and on the Building Site.

B.2 Indemnification-Tenant. The Landlord shall indemnify, defend, and save the Tenant harmless against and from all losses, liabilities, costs, damages, and expenses, including reasonable engineers', architects' and attorneys' fees, which may be incurred by or asserted against the Tenant by reason of or in respect to any of the following occurring during the Term:

(i) Any work or thing done, or not done, by the Landlord in, on, or about the Premises, or any part thereof;

(ii) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management by the Landlord of the Premises, or any part thereof.

C. Defense. If any action or proceeding is brought against the Landlord, or the Real Estate by reason of any losses, liabilities, costs, damages, or expenses incurred by or asserted against the Landlord, by reason of or in respect to any of the matters or things set forth in subsection B of this Section 22, the Tenant shall, upon written notice from the Landlord and at the Tenant's expense, resist or defend such action or proceeding. The Tenant agrees to give the Landlord prompt written notice of any claim, action, or proceeding brought or threatened against the Landlord, the Tenant, or the Real Estate.

D. Landlord's Limited Liability. To the extent permitted by law, the Landlord will not be liable for any damage, either to person or property (except damage willfully or wantonly caused by the Landlord), sustained by the Tenant or by other persons due to the Real Estate, or any part thereof, being out of repair or due to the happening of any accident in or about the Real Estate or due to any act of negligence of any tenant or occupant of the Building or of any other person. This limitation as to liability shall apply only to the Landlord.

24. TENANT ESTOPPEL CERTIFICATE. The Tenant agrees that at any time and from time to time, upon not less than seven days prior written request by the Landlord, the Tenant shall execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that this Agreement, as so modified, is in full force and effect), the commencement and termination dates of this Agreement, that the Tenant has accepted the Premises, the date to which the rental and other charges have been paid in advance, that the Tenant has no claims against the Landlord or offsets against rent, and shall contain such other certifications which are reasonably requested from Landlord by its prospective purchaser or prospective lender. It is intended that such certificate may be relied upon by prospective purchasers of the Landlord's interest in the Premises or by the mortgagee or assignee of any mortgage on the Landlord's interest in the Premises. Tenant understands that its failure to meet its obligations under this section will cause financial damages to Landlord and Tenant agrees to indemnify and hold Landlord harmless from such damages.

25. SUBORDINATION. Upon request of Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage, ground lease or underlying lease now or hereafter in force against the Premises, to all advances made or hereafter to be made upon the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event any proceedings are brought to foreclose, under any mortgage made by the Landlord covering the Premises, Tenant shall attorn to the Purchaser at such foreclosure, or to the grantee of a deed in lieu of foreclosure, and recognize such purchaser or grantee as the Landlord under this Lease. The provisions of this section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full Lease term hereunder. Within seven days after receiving a written request from Landlord, Tenant shall execute and return to Landlord a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") or any other

agreement which confirms the provisions contained in this section. The SNDA shall also address any other matters reasonably requested by the prospective purchaser or lender. Tenant recognizes that its failure to abide by its obligations under this section will cause financial damages to Landlord and Tenant hereby agrees to indemnify and hold Landlord harmless from such damages.

26. **LIENS.** The Tenant may not do any act which in any way encumbers the interest or title of the Landlord in the Premises or the Real Estate, nor may the interest or title of the Landlord in the Premises or the Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by the Tenant. The Tenant may not permit the Premises or the Real Estate to become subject to any mechanics', laborers' or material men's liens on account of labor or material furnished, or claimed to have been furnished, to the Tenant for or on the Premises or the Real Estate. At its election, the Landlord may (but is not required to) remove or discharge such lien, or claim for lien (with the right, in its discretion, to settle or compromise the same), and any amounts advanced by the Landlord for such purposes shall be additional rent immediately due from the Tenant to the Landlord.

27. **MISCELLANEOUS.**

A. The invalidity of any provision, clause, or phrase will not serve to render the balance of this Agreement ineffective or void. This Agreement shall be governed by the laws of the State of Indiana.

B. If the Landlord or the Tenant institutes legal proceedings against the other for breach of any of the covenants or conditions in this Agreement, then the successful party shall recover reasonable attorneys' fees and expenses from the other.

C. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, successors, and assigns. Any reference to the Tenant or the Landlord shall, for the purpose of determining liability for property damage, personal injury, and the like, be deemed to include the Tenant, the Landlord, his or its respective agents, employees, servants, partners, independent contractors, licensees, invitees, guests or visitors.

D. This Agreement supersedes and cancels all prior negotiations and agreements between the Landlord and the Tenant. This Agreement may be amended or altered only by written agreement signed by both the Landlord and the Tenant.

E. All amounts owed by the Tenant to the Landlord under this Agreement shall be deemed to be additional rent and shall be deemed due and payable on the fifth working day after the date the Landlord renders a statement of account therefore to the Tenant and shall bear interest at the rate of 18% per annum from the date due and payable until paid by the Tenant.

F. So long as the Tenant has paid the rent and all other charges under this Agreement and has performed all obligations under this Agreement, then the Tenant shall have quiet possession of the Premises during the Term.

G. No consent or approval required of the Landlord in this Agreement may be unreasonably withheld.

H. Canvassing, soliciting and peddling on the Real Estate are prohibited, and the Tenant shall cooperate to prevent the same.

28. **RULES AND REGULATIONS.** The Landlord reserves the right to make reasonable rules and regulations for the Premises and the Real Estate. The Tenant shall abide by all reasonable rules and regulations adopted by the Landlord pertaining to the operation and management of the Premises and

the Real Estate. If any rules and regulations adopted by the Landlord are contrary to the provisions of this Agreement, the terms of this Agreement shall govern.

29. **GUARANTY OF TENANT'S OBLIGATIONS.** The Landlord has required, as additional consideration and as a condition for entering into this Agreement with the Tenant, that the persons signing this Agreement as "Guarantors" guaranty the obligations of the Tenant under this Agreement.

30. **OPTION TO RENEW.** Provided Tenant is not then in default of any of the terms of the Lease, Tenant shall have the option to renew this lease for one (1) five (5) year term at an adjusted rate based on the CPI index.

Lease between

Landlord: **AMERIPLEX MERRILLVILLE I LP**

By: _____
John T. Phair

Date: _____

Tenant: **PURDUE COOPERATIVE EXTENSION SERVICE**

By: _____

Date: _____

Printed Name

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
APPROVED THIS 13 DAY OF Sept 2006

EXHIBIT B

TENANT IMPROVEMENT WORK LETTER

THIS WORK LETTER ("Work Letter") sets forth the agreement of Landlord and Tenant with respect to the Tenant Improvements and Landlord's Work to be constructed on the Property. In the event of any inconsistency between the terms of this Work Letter and the terms of the Lease to which this Work Letter is attached and made a part thereof, the terms of the Lease shall control. All defined terms used herein shall have the meanings set forth in the Lease, unless otherwise defined in this Work Letter.

Order#6 – Agenda #7

In the Matter of L.C. Building Manager – Johnson Controls Invoice No: 0507141780 in the amount of \$28,765.00 for the top cooling coil and air handling unit at Westwind manor.

DuPey made a motion, seconded by Allen, to approve the L.C. Building Manager's Johnson Controls Invoice No: 0507141780 in the amount of \$28,765.00 for the top cooling coil and air handling unit at Westwind manor. Motion passed 3-0.

Order#7 – Agenda #8

In the Matter of L.C. Building Manager – Proposal from Boyd Construction Co. for the replacement of the stairs located on the north side of the Administration Building in the amount of \$25,078.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Building Manager's Proposal from Boyd Construction Co. for the replacement of the stairs located on the north side of the Administration Building in the amount of \$25,078.00. Motion passed 3-0.

Order#8 – Agenda #9A

In the Matter of L.C. Building Manager – Request for property disposal (Lake County Auditor).

DuPey made a motion, seconded by Allen, to approve the L.C. Building Manager's request for property disposal for the Lake County Auditor. Motion passed 3-0.

Order#9 – Agenda #6

In the Matter of Proposals for Replacement of the aluminum entrance door located on the South West side of Westwind Manor for L.C. Building Manager.

This being the day, time and place for the receiving of proposals for Replacement of the aluminum entrance door located on the South West side of Westwind Manor for L.C. Building Manager, the following proposals were received:

The Lazzaro Co. \$5,060.00; \$470.00; \$1,510.00; \$3,795.00; \$5,315.00

Allen made a motion, seconded by DuPey, to take the above proposal only in the amount of \$5,060.00 (the one door) under advisement and refer to the L.C. Building Manager for tabulation and recommendation. Motion passed 3-0.

Order#10 – Agenda #10

In the Matter of Specifications: L.C. Highway Department – One (1) New Unused 2006 or newer 36,420 GVWR single axle truck with snow plow, hydraulic and salt spreader and ice control liquid dispensing system in current production and one (1) new unused 2006 or newer side mount boom mower, mounted on a minimum 7600 lb. Class 4WD inclosed cab tractor in current production.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for One (1) New Unused 2006 or newer 36,420 GVWR single axle truck with snow plow, hydraulic and salt spreader and ice control liquid dispensing system in current production and one (1) new unused 2006 or newer side mount boom mower, mounted on a minimum 7600 lb. Class 4WD inclosed cab tractor in current production, and ordered same to be advertised for receiving of bids on Wednesday, October 18, 2006 at 9:30 a.m. Motion passed 3-0.

Order#11 – Agenda #11

In the Matter of L.C. Highway – Agreement with American Consulting, Inc. for the Inspection of Lake County Bridges in 2006 and 2008, Project No. 0600(489) in an amount not to exceed \$190,100.00.

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Highway and American Consulting, Inc. for the Inspection of Lake County Bridges in 2006 and 2008, Project No. 0600(489) in an amount not to exceed \$190,100.00. Motion passed 3-0.

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AGREEMENT

190,100.00

THIS AGREEMENT is made and entered into September 13, 20 06, by and between Lake County, Indiana acting by and through its proper officials, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and American Consulting, Inc., 7260 Shadeland Station Indianapolis, Indiana 46256 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LPA desires to contract for the inspection of the Lake County Bridges

_____ ; and

WHEREAS, the CONSULTANT has expressed a willingness to inspect the Lake County bridges and furnish engineering services in connection therewith

_____ ; and

WHEREAS, the parties have agreed that the CONSULTANT shall provide the services and documents described herein, in relation to the following described project(s):

Project: Inspection of Lake County bridges in 2006 and 2008, Project No. 0600(489)
Des. No. 0600489

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY THE CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY LPA

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in

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Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The CONSULTANT shall not begin work prior to the date of the notice to proceed.

SECTION IV COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office(s):

American Consulting, Inc.

7260 Shadeland Station

Indianapolis, IN 46256

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LPA personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

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3. Covenant Against Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment

The CONSULTANT and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the LPA and the Indiana Department of Transportation ("INDOT"). Consent for such assignment shall not relieve the CONSULTANT of any of its duties or responsibilities hereunder.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LPA. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the LOCAL PUBLIC AGENCY, shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

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The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records

During the Agreement period and for three (3) years from the date of final payment under the terms of this Agreement, the CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection or audit by the LOCAL PUBLIC AGENCY, INDOT, the Federal Highway Administration ("FHWA"), or other authorized representatives of the federal government, and copies thereof shall be furnished if requested.

7. Audit Working Papers and Conclusions

The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the LPA, INDOT, FHWA, or other authorized representatives of the federal government may release or make available to the agency any working papers from an audit performed by such agency of the CONSULTANT and its subcontractors in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

8. Compliance with State and Other Laws

The CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time the CONSULTANT's services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be

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- responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its agents or employees, in performing the services that are required of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

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10. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY and INDOT currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to Chief Counsel, Indiana Department of Transportation, 100 North Senate Avenue, Room N730, Indianapolis, IN 46204-2249.

11. Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain insurance covering all operations under this Agreement, whether performed by the CONSULTANT or its subcontractor, from insurance companies licensed to do business in the State of Indiana, of the kinds and in the amounts hereinafter provided, until final payment by the LPA for the services covered in this Agreement. The CONSULTANT shall not be given notice to proceed until it has furnished certificates in a form satisfactory to the LPA, showing compliance with this section. During the life of this Agreement, the CONSULTANT shall provide the LPA with certificates showing that the required insurance has been maintained, at the request of the LPA. The certificates shall provide that the policies shall not be changed or canceled without ten (10) days prior written notice to the LPA. If such notice is given, the LPA, at its sole option, may terminate this Agreement. In such event, the CONSULTANT shall not be entitled to any further compensation under this Agreement.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT pursuant to the provisions of the Workers' Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive occurrence policies for bodily injury liability and property damage liability insurance including owners' or contractors' protective coverage with a save and hold harmless endorsement for the types herein specified each with limits of \$1,000,000.00 per occurrence for bodily injury or property damage with a \$2,000,000.00 annual aggregate. Such policies shall have no deductibles or self-insured retentions.
- C. Automobile policies for bodily injury and property damage liability insurance for the types herein specified with limits of \$1,000,000.00 per person and \$3,000,000.00 per accident and

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\$1,000,000.00 for property damage, including hired and non-owned vehicles. Such policies shall have no deductibles or self-insured retentions.

12. Progress Reports

The CONSULTANT shall submit a progress report to the LPA on or before the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

13. Changes in Work

In the event the LPA requires a material change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LPA, subject to the CONSULTANT's approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental contract is executed and the CONSULTANT has received written authorization from the LPA and INDOT to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the LPA, subject to the CONSULTANT's approval. However, it being understood, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein.

15. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon thirty (30) days written notice.

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- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, which shall become the property of the LPA. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the time specified, or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT has not complied with the requirements of this Agreement within twenty (20) calendar days from the date of such notice, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. If the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. If the CONSULTANT fails to make such delivery upon demand, then the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

16. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT, and any agent of the CONSULTANT, in the performance of the work under this Agreement, shall comply with 42 U.S.C. §2000e, provided the CONSULTANT has fifteen or more employees for each working day in each of twenty or more calendar

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weeks in the current or preceding calendar year. 42 U.S.C. §2000e states in part that it shall be unlawful for the CONSULTANT to:

1. fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex or national origin.

The CONSULTANT shall comply with 42 U.S.C. §2000e, the terms of which are incorporated by reference and made a part of this Agreement. Breach of this covenant may be regarded as a material breach of the Agreement.

- C. The CONSULTANT agrees to comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation. Title 49, Code of Federal Regulations, Part 21, effectuates 42 U.S.C. §2000e above, and is incorporated by reference and made a part of this Agreement. Pursuant to 49 CFR Part 21, the CONSULTANT agrees as follows:

1. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix "A" of the regulations.
2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the regulations relative to non-discrimination.
3. Information and Reports: The CONSULTANT will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this

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information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue federal financial assistance or by any other means authorized by law.
5. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

17. Successors and Assignees

In so far as authorized by law, the parties bind their successors, executors, administrators and assignees to all covenants of this Agreement. Except as above set forth, neither the CONSULTANT nor the LOCAL PUBLIC AGENCY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

18. Disadvantaged Business Enterprise Program

A. General

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise (DBE) obligation to be included in all subsequent contracts between the CONSULTANT and any subcontractor:

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- (a) It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this Agreement.
 - (b) The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.
2. As part of the CONSULTANT's equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions

1. "Disadvantaged business enterprise" means a small business concern:
 - (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$2.5 million over the previous three fiscal years.
3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, native Americans,

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Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

4. "Certified disadvantaged business enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. A business which is determined to be eligible will be certified as a disadvantaged business enterprise (DBE).

C. Subcontracts

1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBEs as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
3. A request to sublet a portion of the work to a firm that is not a DBE shall include Form DBE-2 and documentation evidencing contacts and the results thereof made with potential DBEs for the specific work to be subcontracted, in compliance with C.1 and C.2.
4. If a portion of the work under this Agreement is subcontracted to a DBE firm, then upon completion of the project, a Disadvantaged Business Enterprise Utilization Affidavit, Form DBE-3, shall be completed by the CONSULTANT and returned to the LOCAL PUBLIC AGENCY. The contractor and the subcontractor/lessor/supplier shall certify on the DBE-3 form that specific amounts have been paid and received.

D. Affirmative Actions

The CONSULTANT shall, as a minimum, develop an affirmative action plan for a Disadvantaged Business Enterprise Program which includes:

1. Appointment of a representative with authority to administer the CONSULTANT's Disadvantaged Business Enterprise Program.
2. Documentation of affirmative action methods and procedures intended to be used in seeking out and considering certified DBEs as subcontractors or suppliers.
3. Maintenance of a list of certified DBEs to be contacted prior to the selection of a potential subcontractor for the particular items, within the capabilities of the DBEs. This list shall include but not be limited to:
 - (a) the name of each subcontractor or supplier and a notation as to their DBE

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certification status; and

- (b) the potential type of work or services to be performed by each subcontractor or supplier.

E. Records and Reports

1. The CONSULTANT shall keep such records as are necessary to determine compliance with this contract. The records kept by the CONSULTANT shall show, as a minimum:
 - (a) the number of disadvantaged and non-minority subcontractors and suppliers and type and dollar value of work, materials or services being performed on or incorporated in this project;
 - (b) the progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project;
 - (c) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of DBEs on this Agreement.
2. The CONSULTANT shall submit reports, as required by the LOCAL PUBLIC AGENCY, of those contracts and other business agreements executed with DBEs with respect to the records referred to in paragraph E.1.
3. All such records must be maintained for a period of three years following acceptance of final payment and shall be available for inspection by The LOCAL PUBLIC AGENCY and the Federal Highway Administration.

F. Leases and Rentals

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY when purchases or rental of equipment are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

G. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

19. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

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20. Pollution Control Requirements

If this Agreement is for \$100,000 or more, the CONSULTANT:

- A. stipulates that any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- C. stipulates that, as a condition of federal-aid pursuant to this Agreement, it shall notify the LPA and the Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Agreement is under consideration to be listed on the EPA Listing of Violating Facilities.

20. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Independent Contractor

The parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose whatsoever.

22. Certification for Federal-Aid Contracts

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract,

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the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. sec. 1352.

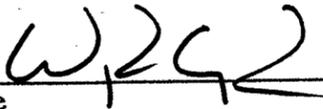
The CONSULTANT also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
American Consulting, Inc.

LOCAL PUBLIC AGENCY
Board of Commissioners
Lake County, Indiana



Signature



Signature

Willis R. Conner, President

(Print or type name and title)

Roosevelt Allen, Jr., District 1 Commissioner

(Print or type name and title)

ATTEST:


Signature



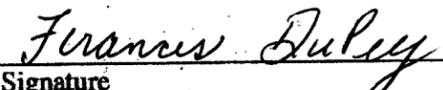
Signature

Gregory L. Henneke, Assistant Secretary

(Print or type name and title)

Gerry J. Scheub, District 2, Commissioner

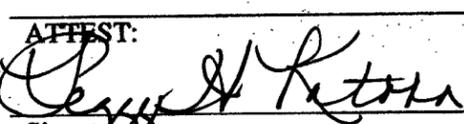
(Print or type name and title)



Signature

Frances L. DuPey, District 3 Commissioner

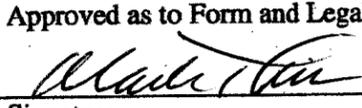
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ATTEST:


Signature

Peggy H. Katona, Auditor

(Print or type name and title)

Approved as to Form and Legality:


Signature

Mark Thiros, Attorney

(Print or type name and title)

APPENDIX "A"**SERVICES BY CONSULTANT**

The CONSULTANT shall attend meetings with the LOCAL PUBLIC AGENCY (LPA), Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA) as may be requested. Qualifications of personnel shall comply with the National Bridge Inspection Standards (NBIS). A listing of the personnel and their responsibilities doing the inspection and report shall be included in the Final Report. The title page of each copy of the report shall include the signature and seal of the Professional Engineer in charge of the Bridge Inventory Project.

The bridge inventory and appraisals shall be done in accordance with the "NBIS" and the current "AASHTO Manual for Maintenance Inspection of Bridges". The CONSULTANT shall inspect each bridge at an interval not to exceed two (2) years.

The approximate number of bridges to be inspected is 160.

The services to be performed under the terms of this agreement are to be in two phases:

1. Complete inspection, inventory, appraisal and report of all bridges; and
2. Complete inspection update of the Phase I report within two (2) years after the last inspection.

The CONSULTANT shall make all necessary studies including field inspections of each bridge site and furnish all labor, materials, travel expenses, and insurance, except where stated otherwise, to perform all services as outlined herein. No work shall begin until a written "Notice to Proceed" has been issued by the LPA.

PHASE I

Before starting to inspect the bridges, the INDOT bridge inspection section shall be contacted for obtaining current available inventory information and a procedural outline to follow when a bridge deficiency is observed that if not addressed immediately and corrected could result in a serious traffic safety hazard or cause the failure of all or part of a bridge.

The CONSULTANT shall inspect all bridges in accordance with the time frames outlined in APPENDIX "C" (Schedule) and provide the LPA with 7 copies and the INDOT three (3) copies of the final report, accompanied by necessary maps, computerized county bridge Inspection data disk(s), evaluations and recommendations. The title page of each copy of the report shall include the signature, date, and seal of the Professional Engineer in charge of the bridge inspections. The report shall be prepared in such a manner and form so as to meet the requirements of the Indiana Department of Transportation (INDOT), the Federal Highway Administration (FHWA) as defined in the "Computerized County Bridge Program" and the current edition of the federal "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges" and the "INDOT's County Bridge Inspection Guide". Specifically, the following items shall be incorporated in both the initial draft and final report submittal:

- A. Structure Inventory and Appraisal (SI&A) report for individual structures.
- B. Legible current photographs of the bridge alignment, elevation and areas showing deficiencies.
- C. Current county and all applicable city/town key map(s) clearly identifying the location of each bridge contained within the report.
- D. Summary of bridges which have been added, deleted, replaced, reconstructed, rehabilitated and/or closed bridges.
- E. Listing posted and closed bridges.
- F. Individual listings of bridges that must be closed, posted, have posting corrections, or have posting signs removed.

- G. Updated data disk(s) shall be furnished to the Bridge Inspection Unit, Division of Roadway Management, INDOT.
- H. Listing of historical structures.
- I. Summary of bridges with major or minor changes.
- J. Schedule of safety improvements needed.
- K. Priority schedules (by type of improvement need) specifically listing bridge improvement needs and related costs categorized by type of work (repair, rehabilitation and/or replacement).
- L. Where the bridge inspection process indicates supplemental in-depth inspection procedures would be required (bridges having fracture critical members; bridges requiring underwater inspection and other bridges that, because of location, strategic importance or special design features, warrant special attention), a master list shall be prepared and included in the report, indicating:
 - (1) Type and location of the bridge.
 - (2) Type and frequency of required inspection.
 - (3) The location of the members to be inspected.
 - (4) Inspection procedures to be used.
 - (5) Dates of previous inspections.
 - (6) Special equipment required.
 - (7) The findings of the last inspection.
 - (8) Follow-up actions taken on findings of the last inspection.

PHASE II

The CONSULTANT shall physically reinspect all bridges in accordance with time frames outlined in APPENDIX "C" (Schedule) and provide the LPA with 7 copies and the INDOT three (3) copies of the final report, accompanied by necessary maps, "Computerized County Bridge Inspection" updated data disk(s), evaluations and recommendations. The title page of each copy of the revised report shall include the signature, date, and seal of the Professional Engineer in charge of the bridge inspection. Revised report and master list composition and preparation shall be in accordance with the requirements of PHASE I as previously defined and specifically the following items:

- A. Legible current photographs of the bridge alignment and elevation plus new photographs of areas showing deficiencies of any bridge exhibiting significant changes since the last report.
- B. Revised schedules, listings, summaries, etc., for each report shall be in accordance with the requirements stated in PHASE I above.

SCOPE

The scope of services under terms of this agreement shall include the following:

- A. All highway bridges in the county except State highway bridges, Federal land bridges and privately owned bridges shall be inspected.
- B. All highway bridges in cities and towns except State highway bridges, Federal land bridges and privately owned bridges shall be inspected.
- C. Bridges carrying railroad traffic shall not be inspected. Bridges owned by the railroad but carrying highway traffic shall be inspected.
- D. Concerning county line bridges, only those on the east and south county lines are to be inspected. Copies of the SI&A reports shall be sent to the adjacent county.
- E. All county bridges on State lines shall be inspected. Copies of the SI&A sheets shall be sent to the adjacent State and County and/or Local Public Agency.
- F. Only county bridges having a clear distance, measured parallel to centerline of roadway more than 20 feet between end walls, are to be inspected. This shall include large single pipes or multiple pipes where clear distance between opening is less than half the smaller contiguous opening.

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA**

The LPA shall furnish the CONSULTANT with information and services as follows:

- A. The LPA shall furnish all available maps, drawing, as well as maps, traffic data, and other information in its possession which may be useful in connection with the work.
- B. The LPA shall assist in obtaining access upon private and public property for the CONSULTANT to perform the work under this agreement.

APPENDIX "C"

SCHEDULE

I. The CONSULTANT shall complete the work described in Appendix "A" Phase I, after receiving the "Notice to Proceed" from the LPA in accordance with the following:

1. One complete draft copy of the final report shall be submitted for review within five (5) calendar months of "Notice to Proceed".
2. Three copies of the complete and final report shall be submitted thirty (30) calendar days from receipt of the approved draft report from INDOT.

II. The CONSULTANT shall complete the work described in Appendix "A" Phase II, in accordance with the following:

1. The CONSULTANT shall inspect each bridge at an interval not to exceed two years.
2. One complete draft copy of the final report shall be submitted within two (2) years and four (4) months of the Notice to Proceed.
3. Three (3) copies of the complete and final report shall be submitted within thirty (30) days from receipt of the approved draft report from INDOT.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall be paid for the work Performed under this agreement the total fee not to exceed **\$190,100** participating unless a modification of the agreement is approved in writing by the LPA and INDOT.

a. For services rendered in connection with the work as set forth in Appendix "A" Phase I, the CONSULTANT shall receive a lump sum fee of **\$108,550**. *

*(circle which applies) Includes 2.a, 2.b.1., 2.b.2., 2.b.3.

b. For services rendered in connection with the work as set forth in the Appendix "A" Phase II, the CONSULTANT shall receive a lump sum fee of **\$81,550**.**

** (circle which applies) Includes 2.a., 2.b.1., 2.b.2., 2.b.3.

2. Cost breakdown to be as follows:

a. Routine Inspections

	Phase I	Phase II
No. of Bridges	160	160
Cost/Bridge	\$440	\$340
Fee	\$70,400	\$54,400

b. Critical Features Inspection

1. Fracture Critical

	Phase I	Phase II
No. of Bridges	4	4
No. of Members	74	74
No. of Joints	88	88
Cost/Bridge	\$6,000	\$6,000
Fee	\$24,000	\$24,000

2. Underwater Inspection	
No. of Bridges	<u>3</u>
No. of Piers Underwater	<u>8</u>
Cost/Elements in Water	<u>\$1,375</u>
Fee	<u>\$11,000</u>
3. Intermediate Inspections	
No. of Bridges	<u>1</u>
No. of Special Details	<u></u>
Cost/Bridge	<u>\$3,150</u>
Fee	<u>\$3,150</u>

B. Method of Payment

The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during progress of the work, for partial payment on account for the work completed to date. Such invoices shall represent the value, to the LPA, of the partially completed work based on the proportion which its percentage bears to the total cost of the fully completed work.

Upon approval by the LOCAL PUBLIC AGENCY after submittal of the completed work, in each phase, a sum of money equal to the fees set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT shall be due and payable to the CONSULTANT.

Order#12 – Agenda #12

In the Matter of L.C. Highway – Indiana Department of Transportation – County Bridge Inspection Contract EDS #A249-7-320139 with the State of Indiana Department of Transportation for Project No. 0600(489) in an amount not to exceed \$190,100.00.

Allen made a motion, seconded by DuPey, to approve the Indiana Department of Transportation – County Bridge Inspection Contract EDS #A249-7-320139 between the L.C. Highway and the State of Indiana Department of Transportation for Project No. 0600(489) in an amount not to exceed \$190,100.00. Motion passed 3-0.

**INDIANA DEPARTMENT OF TRANSPORTATION -COUNTY
BRIDGE INSPECTION CONTRACT**

EDS # A249-7-320139

THIS CONTRACT, made and entered into this 13 day of September, 2006, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as ("INDOT"), and the County of Lake, Indiana, acting by and through the Board of Commissioners of Lake County, hereinafter referred to as the ("County").

WITNESSETH

WHEREAS, through the cooperation of the COUNTY, INDOT and the Federal Highway Administration, hereinafter referred to as "FHWA", the following Project has been approved by the FHWA, namely Project No.: 0600(489), Des. No. 0600489, providing for the inspection of all bridges owned and/or maintained by the COUNTY, and

WHEREAS, the COUNTY desires to participate in the engineering on this project using Federal aid funds allocated and made available to INDOT, and

WHEREAS, INDOT is willing for the COUNTY to participate in the engineering on this project, subject to approval of the FHWA.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. The COUNTY will comply with the applicable conditions set forth (1) Title 23, U.S. Code, Highways (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by INDOT and FHWA relative to the project.
2. The COUNTY may at its discretion engage a competent and qualified consultant to perform the engineering for the COUNTY. The COUNTY'S procedures for selection of consultants will be in accordance with applicable FHWA requirements and INDOT guidelines. Furthermore, proposed contracts will be submitted for INDOT and FHWA approval prior to execution.
3. All work performed under this Contract will be subject to review and approval of INDOT and the FHWA.
4. * The COUNTY'S share of the cost of engineering will be the total amount of the entire cost of the project \$ 190,100.00 less the amount contributed by the Federal government through Federal-aid. The start and end dates of the project are date of last signatory and December 31, 2008 respectively. The Federal share of eligible costs is equal to 80%, or such other amount as may be allowed and provided by law. If for any reason INDOT is required to repay to the FHWA the sum of sums of Federal funds paid to the COUNTY through INDOT under the terms of this Contract, then the COUNTY will repay INDOT such sum or sums upon receipt of a billing from INDOT. Payment for any and all costs incurred by the COUNTY which are not eligible for Federal funding will be the sole obligation of the COUNTY.

5. The COUNTY'S share of the project cost shall be the amount as determined by the procedure outlined in Section 4 of this Contract. From the COUNTY'S share thus computed, there shall be deducted all previous payments made by the COUNTY to INDOT. Billings to the COUNTY for its share of project costs shall be due and payable thirty (30) days from date of billing by INDOT. If the COUNTY has not paid the full amount due within sixty (60) days past the due date, INDOT shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY'S allocation of the Motor Vehicle Highway Account to INDOT's account.
6. The COUNTY will receive payment of the Federal contribution, through Federal-aid, for the eligible costs incurred under this Contract as follows:
 - A. The COUNTY will submit invoices to the INDOT not more often than once per month during the progress of the work, for payment on account for the work completed during the period in question.
 - B. When submitting invoices for costs for work which was performed by a Consultant the COUNTY will certify by its responsible officer and/or Engineer that those costs represented by the subject billing represent work physically completed by the Consultant. The submission shall be accompanied by a copy of the Consultant's invoice for work completed.
 - C. Upon approval of invoices by INDOT, INDOT will request Federal-aid Funds from the FHWA for the amount of the subject invoice claim.
 - D. Upon receipt of Federal-aid funds, INDOT will make payment to the COUNTY.
 - E. Prior to final payment pursuant to this contract, a final audit of the COUNTY records may be made by INDOT, and upon approval thereof by INDOT, then payment will be made in accordance with the procedure set out above. Obligation of Federal-aid funds extends only to project costs incurred by the COUNTY after INDOT authorization to proceed with the project.
7. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors or assigns.
8. ACCESS TO RECORDS

The COUNTY and its subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective office at all reasonable times under the contract period and for three (3) years from the date of final payment by the FHWA to the COUNTY through INDOT under the contract, for inspection or audit by INDOT, FHWA or any other authorized representatives of the Federal Government and copies thereof shall be furnished, if requested.

9. COMPLIANCE WITH LAWS

- A. The COUNTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by INDOT and the COUNTY to determine whether the provisions of this Contract require formal modification.
- B. The COUNTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the COUNTY is not familiar with these ethical requirements, the COUNTY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the COUNTY or its agents violate any applicable ethical standards, the INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.
- C. The COUNTY certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the COUNTY agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the COUNTY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the COUNTY becomes current in its payments and has submitted proof of such payment to INDOT.
- D. The COUNTY warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, COUNTY agrees that INDOT may delay, withhold, or deny work under any Supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the COUNTY's liability or guilt in any action initiated by the INDOT of Indiana or its agencies, and INDOT decides to delay, withhold, or deny work to the COUNTY, the COUNTY may request that it be allowed to continue, or receive work, without delay. The COUNTY must submit, in writing, a request for review to INDOT. A determination by INDOT shall be final and binding on the parties and not subject to administrative review. Any payments that INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

- F. The COUNTY represents and warrants that the COUNTY and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with INDOT.
- G. The COUNTY hereby represents and warrants that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- H. 1. The COUNTY and any principals of the COUNTY certify that
- (a) the COUNTY, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (b) the COUNTY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
2. The COUNTY and any principals of the COUNTY certify that an affiliate or principal of the COUNTY and any agent acting on behalf of the COUNTY or on behalf of an affiliate or principal of the COUNTY:
- (a) except for de minimis and nonsystematic violations, has not violated the terms of 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (b) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Notice is hereby given to the COUNTY or its subcontractor that failure to carry out the requirements set forth in 49 CFR Part 23 shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) assurance to be included in all subsequent contracts between the COUNTY and any subcontractor.

The COUNTY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the COUNTY to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT deems appropriate.

As part of the COUNTY's equal opportunity affirmative action program, it is required that the COUNTY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontracts, vendors or suppliers.

11. MAINTAINING A DRUG-FREE WORKPLACE EXECUTIVE ORDER #90-5
- A. COUNTY hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to Indiana Department of Administration (IDOA) and INDOT within ten (10) days after receiving actual notice that an employee of COUNTY has been convicted of a criminal drug violation occurring in COUNTY'S workplace.
 - B. In addition the provisions of subparagraph (A) above, if the total Contract amount set forth in this Contract is in excess of \$25,000 COUNTY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by COUNTY in conjunction with this contract.
 - C. It is further expressly agreed that the failure of COUNTY to in good faith comply with the terms of subparagraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in sub-paragraph (B) above shall constitute a material breach of this Contract.

DRUG-FREE WORKPLACE CERTIFICATION

This certification required by Executive order No. 90-5 April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, IDOA is requiring the inclusion of this certification in all Contracts with the INDOT of Indiana in excess of \$25,000. No award of an Agreement or Contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the COUNTY and attached to the Contract or agreement as a part of the Contract documents. False certification or violation of the certification may result in sanctions including, but not limited to suspension of Contract payments, termination of the Contract or agreement and/or debarment of contracting opportunities with INDOT for up to three (3) years.

The COUNTY certifies and agrees that it will provide a drug-free workplace by:

- A. Publication and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the COUNTY'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the COUNTY'S policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing IDOA and INDOT within ten (10) days after receiving notice from an employee under subdivision (C) (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraph (A) through (E) above.

12. FUNDING CANCELLATION CLAUSE

When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. INDEMNIFICATION

The COUNTY agrees to indemnify, defend, exculpate, and hold harmless INDOT, its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the work covered by this Contract or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, to the extent of negligence of the COUNTY, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The COUNTY agrees to pay all reasonable expenses and attorney fees incurred by or imposed on INDOT in connection herewith in the event the COUNTY shall default under the provisions of this Section. Notwithstanding the proceeding provisions of this Section, the obligation of the COUNTY to indemnify, defend, exculpate, and hold harmless shall only arise if the COUNTY also would be liable under I.C. 34-13-3. Further, the liability of the COUNTY shall be limited by the provisions of I.C. 34-13-3-4.

14. NON-DISCRIMINATION

Pursuant to I.C. 22-9-1-10 the COUNTY and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract. Acceptance of this contract also signifies compliance with acceptable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

15. PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

16. POLLUTION CONTROL REQUIREMENTS

If this Contract is for \$100,000.00 or more the COUNTY:

- A. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirement of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations of guidelines issued thereunder; and

Page 7 of 10

- C. Stipulates that as a condition of Federal-aid pursuant to this Contract it shall notify INDOT and FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA listing of Violating Facilities.

17. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this contract other than that which appears upon the face of the contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the COUNTY and the INDOT have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Mayor, with (Board of Public Works
or (Town Board)
or (County Commissioners)

Roosevelt Allen Jr.
Signature

Roosevelt Allen Jr. District 1
(Print or type name and title)

Gerry J. Scheub
Signature

Gerry J. Scheub District 2
(Print or type name and title)

Frances L. Dupey
Signature

Frances L. Dupey District 3
(Print or type name and title)

Clerk-Treasurer or County Auditor
ATTEST

Peggy Holinga Katona
Signature

Peggy Holinga Katona
(Print or type name and title)

STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval by:

John Morton, Deputy
Contract Administration

Date: _____

Executed By:

Thomas O. Sharp, Commissioner

Date: _____

STATE OF INDIANA
Office of Management and Budget:

Charles Schalliol, Director

Date: _____

Department of Administration:

Carrie Henderson, Commissioner

Date: _____

Approved as to Form and Legality:

Steve Carter (FOR)
Attorney General of Indiana

Date: _____

Approved as to Legality and Form:

Mark Thiros

Mark Thiros, Attorney for Lake Coun

Order#13 – Agenda #13A

In the Matter of L.C. Highway – Agreement with DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #98, Clay Street over Deep River - \$58,760.00.

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Highway and DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #98, Clay Street over Deep River - \$58,760.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of September, 2006 by and between Lake County, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 2211 East Jefferson Blvd., South Bend, IN 46615, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of construction documents for the rehabilitation of the bridge at Clay Street over Deep River (Lake County Bridge No. 98), and

WHEREAS, the ENGINEER has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

The rehabilitation of the existing Clay Street Bridge over Deep River (Bridge No. 98) plus approximately 100 feet of approach work beyond each end of the bridge (hereinafter called the Project).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Basic Services by ENGINEER

The basic services to be provided by the ENGINEER under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The ENGINEER shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The ENGINEER shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The ENGINEER shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions**1. Work Office**

The ENGINEER shall perform the work under this Agreement at the following offices:

DLZ Indiana, LLC
2211 East Jefferson Blvd.
South Bend, IN 46615

DLZ Indiana, LLC
7011 Indianapolis Blvd.
Hammond, IN 46324

2. Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All deliverable documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER upon payment of all sums due to ENGINEER. ENGINEER shall be entitled to keep copies. During the performance of the services, herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall

make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The ENGINEER shall be responsible for all damage to life and property due to negligent activities of the ENGINEER, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the ENGINEER shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description to the proportionate extent arising out of or resulting from the negligent services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of ENGINEER shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and ENGINEER shall include in the Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such risk.

9. Status of Claims

The ENGINEER shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the ENGINEER which are known resulting from services performed under this Agreement. The ENGINEER shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

10. Workmen's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The ENGINEER will not be given a notice to proceed until

the ENGINEER has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the ENGINEER shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the ENGINEER.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one occurrence, and not less than \$500,000 for all damages arising out of injury to or destruction of property or a combined single limit of \$1,000,000.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one accident, and not less than \$500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of \$1,000,000.

11. Progress Reports

The ENGINEER shall submit a monthly Progress Report to the OWNER by the tenth of each month, describing progress to the first of the month.

12. Changes in the Work

In the event the OWNER requires change in the work, after the work has progressed as directed by the OWNER, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the OWNER in consultation with ENGINEER and the ENGINEER shall not commence the change of scope of the work until a supplemental agreement is executed within ninety (90) days of the change and the ENGINEER is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt 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. If the services of this Agreement are terminated, the ENGINEER shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of termination and which estimate shall be as made by the OWNER in consultation with ENGINEER for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the ENGINEER and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the Ready for Letting date defined in Appendix 'C' of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be revised to include compensation for inflationary adjustments.

18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the ENGINEER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the ENGINEER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or

damage to property caused by or resulting from the negligence or intentional misconduct of the ENGINEER, its officers, agents, or employees.

19. Engineer Indemnification

The ENGINEER hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character to the proportionate extent arising out of the intentional misconduct and/or negligent acts of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the ENGINEER, his directors, officers, and employees, for whose acts the ENGINEER is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the ENGINEER shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

20. Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt Requested:

Lake County Highway Department
1100 East Monitor Street
Crown Point, IN 46307
Att: Mr. Marcus Malczewski
Superintendent

DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46615
Att: Mr. Gary K. Fisk
Director of Transportation

21. Disputes

All disputes between the parties hereto concerning questions of fact in connection with the work not disposed of by agreement between the parties shall be submitted to the American Arbitration Association. Costs of such arbitration shall be assessed as one of the issues to be arbitrated.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

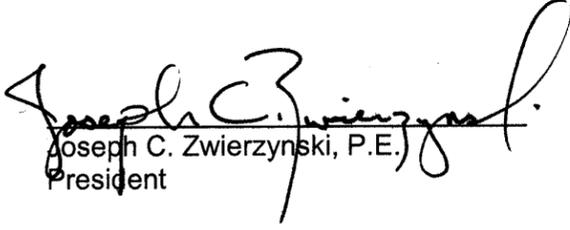
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

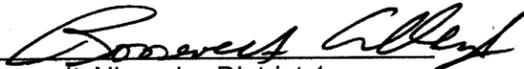
ENGINEER:

OWNER:

DLZ INDIANA, LLC

LAKE COUNTY
BOARD OF COMMISSIONERS

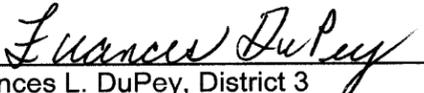

Joseph C. Zwierzynski, P.E.
President

By: 
Roosevelt Allen, Jr., District 1

ATTEST:

By: 
Gerry J. Scheub, District 2

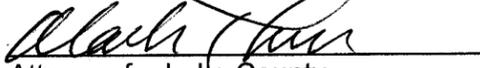

Gary K. Fisk, P.E.
Director of Transportation

By: 
Frances L. DuPey, District 3

ATTEST:


Peggy Horinga Katona, Auditor

Approved as to Legality and Form:


Attorney for Lake County

APPENDIX "A"
BASIC SERVICES BY ENGINEER

- A. The ENGINEER will provide the field survey required for preparation of design plans for the Project in conformance with the requirements of the *Indiana Department of Transportation Design Manual, Part III, Location Surveys*, a copy of which is on file with the ENGINEER and same is incorporated herein by reference and is made a part hereof. Necessary field survey to include:
1. Complete topographic data along Clay Street from approximately 200 feet south of the existing bridge to approximately 200 feet north of the existing bridge, for a total length of approximately 520 feet. The width of the topography shall extend to 10 feet past the right-of-way.
 2. Establish and reference the design/construction centerline.
 3. Establish and reference benchmarks at each end of the Project, for a total of two (2) benchmarks.
 4. Establish property ownership, apparent property lines (APL) and apparent right-of-way.
 5. Provide complete information regarding existing known utilities.
 6. Provide sufficient control for the contractor to re-establish the construction centerline.
- B. The Project, as described herein, shall consist of the following for the rehabilitation of the existing Clay Street Bridge over Deep River (Bridge No. 98):
1. Remove and replace the existing overlay on the bridge.
 2. Repair deteriorated areas of the concrete deck with partial depth patching.
 3. Remove and replace the existing bridge rails.
 4. Surface seal exposed concrete deck surfaces.
 5. Repair deteriorated areas of the prestressed concrete box beams.
 6. Cut drain holes in the prestressed concrete box beams.
 7. Reshape bridge spill slopes and armor with riprap.
 8. Remove and replace the existing approach guardrail system.
 9. Mill and overlay the existing asphalt pavement from the north end of the bridge to 100 feet north of the bridge.
 10. Remove and replace the existing asphalt pavement from the south end of the bridge to 100 feet south of the bridge.
- C. The ENGINEER shall prepare Maintenance of Traffic plans for the Project based on closing the roadway to through traffic and signing a detour route.

- D. The ENGINEER shall perform the design of this project on the basis that the project shall be funded with local funds. Design changes due to alternate funding of the project shall be considered Additional Services, which shall be covered in Appendix "E" of this agreement.
- E. The ENGINEER shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project on the basis of an ABC Highway to be constructed in conformity with the policies and standards set forth in Subchapter G, Part 625 of the Federal-Aid Highway Policy Guide, and any subsequent revision thereof, and in conformity with the standards adopted by the American Association of State and Highway and Transportation Officials and approved by the Secretary of Transportation. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:
- A Policy on Geometric Design of Highways and Streets,*
American Association of State Highway and Transportation Officials.
- Roadside Design Guide,*
American Association of State Highway and Transportation Officials.
- Standard Specifications for Highway Bridges, 17th Edition, 2002*
American Association of State Highway and Transportation Officials.
- Standard Specifications,*
Indiana Department of Transportation.
- Road and Bridge Memoranda,*
Indiana Department of Transportation
- Design Manuals – Parts I, II, V, and VII to IX,*
Indiana Department of Transportation.
- F. The ENGINEER shall prepare one (1) set of Preliminary Plans and a preliminary statement of probable construction cost for the OWNER's review and comment.
- G. The ENGINEER shall conduct a field check with the OWNERS' cooperation.
- H. The ENGINEER shall perform utility coordination for the project, which shall include:
1. Make preliminary contacts with utilities, both public and private, to establish the location of the utilities within the project limits, as will affect or be affected by this design and construction.

2. Submit Preliminary Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 3. Submit Final Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 4. Review Utility Relocation Plans for possible conflicts with the proposed improvements. After the relocation plan is approved, the ENGINEER will submit a draft copy of the "notice to proceed" letter with the proposed relocation plan to the OWNER to issue to the utility companies.
- I. The ENGINEER, if requested by the OWNER, shall arrange an informal public meeting, in cooperation with the OWNER. If held, such informal public meeting shall be considered Additional Services, as outlined in Appendix "E" of this agreement.
- J. Upon receipt of approval of the Preliminary Plans and after receiving authorization to proceed, the ENGINEER shall prepare Final Plans for review by the OWNER.
- K. Upon approval of the Final Plans, the ENGINEER shall prepare Final Contract Documents, including:
1. Final Tracing Prints submission, which will include:
 - a. construction details, and
 - b. maintenance of traffic provisions,
 2. Specifications,
 3. Notice to Bidders and Instructions to Bidders,
 4. Special Provisions, and
 5. A statement of probable construction cost.
- The statement of probable construction cost shall be prepared in accordance with Indiana Department of Transportation Design Manual, Part II, Plan Development and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.
- L. The ENGINEER shall attend such conferences with the OWNER and or other interested agencies, as may be required, in connection with this work.
- M. The ENGINEER shall prepare the application and back-up documentation for the following permits:

1. Indiana Department of Natural Resources (IDNR) – “Approval for Construction in a Floodway”.
2. Indiana Department of Environmental Management (IDEM) – Regional General Permit.

The ENGINEER shall monitor the approval process and provide any additional information that may be required to secure permit(s).

- N. Upon completion and final approval of the work by the OWNER, the ENGINEER shall deliver to the OWNER the following, which shall become the property of the OWNER:

One Copy of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.

One Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys the ENGINEER has performed on the project. The field notes will be provided to the OWNER via a computer diskette and a hard copy of electronic field survey data in ASCII format and an AUTO-CAD drawing of the topographic survey. A copy of any other supporting conventional survey data will also be provided in approved Engineer Field Book(s).

One Set of Special Provisions for the Specifications.

One Copy of the statement of the probable construction cost.

One Copy of all design computations, indexed, paged and bound.

- O. The ENGINEER shall perform an inspection that will document the location, friability, condition and approximate quantity of suspect asbestos containing materials (ACM) for the Clay Street Bridge over the Deep River. The ENGINEER shall obtain and perform laboratory analysis on bulk samples of suspect ACM and document the results of the ACM laboratory analysis and inspection. Two copies of the report will be submitted to the OWNER.

- P. The ENGINEER shall provide Bid phase services. Bid phase services shall include:

1. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the ENGINEER.
2. Consult with the OWNER concerning and determine the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.

- Q. The ENGINEER shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and as directed by the OWNER.

1. Following award of contract(s), the ENGINEER shall be responsible for attending the Pre-Construction Meeting.
 2. The ENGINEER will meet at the project site with the OWNER or Resident Project Engineer, as required and as directed by the OWNER, to assist in matters that may arise during the construction of the Project for the duration of construction as defined in Appendix 'C'.
 3. The ENGINEER will make his services available to the OWNER during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
- R. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond ENGINEER's control, shall require a change in work as provided by Section IV – General Provisions, Paragraph 12 titled "Change in Work".

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APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the ENGINEER's services for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
3. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
4. Assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including, but not limited to, the following:
 - a. Previous reports and any other data relative to design or construction of the project.
 - b. Plans of the existing bridge within the project limits.
 - c. Available data from the transportation planning process.
 - d. Utility plans available to the OWNER.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
 - a. Data prepared by or services of others and appropriate professional interpretations of such.
 - b. All written views pertinent to the location and environmental studies that are received by the OWNER.
 - c. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
 - d. Existing water quality data.
 - e. Ambient noise measurements and computer noise analyses if deemed necessary.

- f. Traffic volumes, traffic assignments and projections.
6. Arrange for access to and make all provisions for ENGINEER and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.
7. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by OWNER at time of submission of said applications.
8. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
9. Furnish all legal services as may be required for the development of the project.
10. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
11. Furnish existing "As Built" bridge plans.
12. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Appendix "E" of this Agreement or other services as required.

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APPENDIX "C"

SCHEDULE

- I. All work by the ENGINEER for the preparation of construction documents for the rehabilitation of the Clay Street Bridge over Deep River under this Agreement shall be completed and delivered to the OWNER no later than 195 calendar days after the notification to proceed from the OWNER, exclusive of OWNER's review time.

For the purpose of contract control, the work will be submitted by the ENGINEER to the OWNER for review and approval within the project schedule attached as **Exhibit 2** and as outlined below.

- A. Field Survey
 1. Field Books for Preliminary Review within 45 calendar days after receipt of notice to proceed with the design.
 2. Final survey within 15 calendar days after receipt from the OWNER of comments from the preliminary review.
- B. Bridge and Roadway Design and Plans
 1. Preliminary Plans within 60 calendar days after notification from the OWNER of approval of the field survey.
 2. Final Plans within 60 calendar days after notification from the OWNER of approval of the Preliminary Plans.
 3. Final Tracings with Cost Estimate and Special Provisions within 15 calendar days after receipt from the OWNER of approval of Final Plans.

The approximate Ready-For-Letting date for this project is January 19, 2007 based on a notice to proceed of May 17, 2006.

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APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The ENGINEER shall receive as payment for the work performed under this Agreement the total fee not to exceed of \$52,760.00 unless a modification of agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

	Description	Amount
	Clay Street Bridge over Deep River	
a.	Field Survey	\$10,960.00
b.	Bridge and Roadway Design and Plans	\$29,500.00
c.	IDNR – "Approval for Construction in a Floodway" permit	\$2,500.00
d.	IDEM – Regional General Permit	\$1,200.00
e.	Asbestos Inspection	\$2,000.00
f.	Utility Coordination	\$2,000.00
g.	Attend Pre-Construction Meeting	\$1,600.00
h.	Bid Phase Services, Hourly Rate, as required*	\$1,000.00
i.	Construction Phase Office Services, Hourly Rate, as required*	\$2,000.00
	Subtotal	\$52,760.00

* Items h and i will be invoiced on an hourly rate basis, as defined below, with not to exceed amounts as listed above.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The ENGINEER shall not be paid for any services performed by the OWNER or not required to develop this project.

3. For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the ENGINEER will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 1**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all ENGINEER'S personnel engaged directly on the project, including, but

not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

4. The ENGINEER shall receive as payment from the OWNER for the Additional Services rendered under Appendix "E" of this Agreement as follows:
 - a. For Additional Services of ENGINEER's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement and made an integral part hereof.
 - b. For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefore times a factor of 1.20.
 - c. The hourly rates, which are attached as **Exhibit 1** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
 - d. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required under Appendix "A"; and, if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The ENGINEER shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:
 - a. The amount invoiced based upon percent complete or the contract unit price, except that:
 - 1) 95% of field survey costs upon submittal of the survey notes for review.
 - 2) 100% of field survey costs upon acceptance of the preliminary field check plans and corrections resulting from the review of No. 1 above.
 - 3) The maximum payment for road/bridge design and plans shall be in accordance with the following schedule:

a) Preliminary Plans	60%
b) Final Plans	95%
c) Final Tracings	100%
 - 4) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
3. The OWNER for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the ENGINEER for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the OWNER.
4. The OWNER for and in consideration of the rendering of the additional services provided in Appendix "E" agrees to pay the ENGINEER for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the OWNER.
5. If design changes are required during construction due to design errors in the final plans or specifications, the ENGINEER will make such necessary design changes without additional cost to the OWNER. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the ENGINEER prior to construction, the ENGINEER will be

paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement.

6. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and changes.
7. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 12 of this Agreement.

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APPENDIX "E"

ADDITIONAL SERVICES OF ENGINEER

- A. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of the basic services of the ENGINEER except to the extent provided otherwise in Appendix "A". These Additional Services will be paid for by the OWNER as indicated in Appendix "D".
 1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in Appendix "A" and Appendix "C".
 2. Providing renderings or models for OWNER's use.
 3. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
 4. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 5. Furnishing services of independent professional associates and consultants.
 6. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office.
 7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for rebidding in the event that bids as received are rejected.
 8. Providing any type of property surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.
 9. Preparation of operating, maintenance and staffing manuals.

10. Additional Services in connection with the project, including services which are to be furnished by OWNER in accordance with Appendix "B" and services not otherwise provided for in this Agreement.
11. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the OWNER.
12. Preparing design plans of temporary sheeting/shoring, as required.
13. Continuous Roadway Lighting per INDOT standards, except as provided herein.
14. Preparation of an environmental document such as a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
15. Specialized environmental compliance and/or assessment services including, but not limited to, Section 4(f) Evaluation for land acquisition from public parks, recreational areas, wildlife and waterfowl refuges, and/or historic sites; Section 6(f) Evaluation; wetland delineation; wetland mitigation design and permitting; Section 106 finding of "No Adverse Effect" or "Adverse Effect"; Biological Assessment and consultation under Section 7 of the Endangered Species Act; aquatic or macroinvertebrate survey; Initial Site Assessment and/or Preliminary Site Investigation for hazardous substances and/or ground contamination; detailed traffic noise study; Sole Source Aquifer groundwater assessment; intensive historic structure survey; and/or intensive level (Phase 1b and/or Phase 1c) archaeological investigation.
16. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the OWNER's schedule, character of construction, and method of financing.
17. Services resulting from revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project if not the fault of the ENGINEER.
19. Providing Construction Engineering/Inspection/Observation Services.
20. Preparation of Design Exception requests.
21. Design and plans for retaining walls.
22. Design and plans for staged construction.
23. Right-of-Way engineering, appraising, buying and relocation services.

24. Preparation of a Location Control Route Survey Plat.
25. Preparation of an IDEM – Erosion Control Permit (Rule 5 permit).
26. Bridge and road design beyond that identified in Appendix "A."
27. Preparation for and conducting a design hearing or public information meeting.
28. Perform hydraulic or scour analysis of the Deep River at the Clay Street Bridge.
29. Preparation of an application for an IDEM - 401 Water Quality Certification.
30. Preparation of an application for a Corps of Engineers - Individual Section 404 Permit.
31. Preparation of intergovernmental agreements.

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Order#14 – Agenda #13AB

In the Matter of L.C. Highway – Agreement with DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #226, Grand Blvd. over Deep River - \$52,500.00.

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Highway and DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #226, Grand Blvd. over Deep River - \$52,500.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of September, 2006, by and between Lake County, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 2211 East Jefferson Blvd., South Bend, IN 46615, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of construction documents for the rehabilitation of the bridge at Grand Boulevard over Deep River (Lake County Bridge No. 226), and

WHEREAS, the ENGINEER has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

The rehabilitation of the existing Grand Boulevard Bridge over Deep River (Bridge No. 226) plus approximately 50 feet of approach work beyond each end of the bridge (hereinafter called the Project).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Basic Services by ENGINEER

The basic services to be provided by the ENGINEER under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The ENGINEER shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The ENGINEER shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The ENGINEER shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions

1. Work Office

The ENGINEER shall perform the work under this Agreement at the following offices:

DLZ Indiana, LLC
2211 East Jefferson Blvd.
South Bend, IN 46615

DLZ Indiana, LLC
7011 Indianapolis Blvd.
Hammond, IN 46324

2. Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All deliverable documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER upon payment of all sums due to ENGINEER. ENGINEER shall be entitled to keep copies. During the performance of the services, herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall

make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The ENGINEER shall be responsible for all damage to life and property due to negligent activities of the ENGINEER, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the ENGINEER shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description to the proportionate extent arising out of or resulting from the negligent services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of ENGINEER shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and ENGINEER shall include in the Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such risk.

9. Status of Claims

The ENGINEER shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the ENGINEER which are known resulting from services performed under this Agreement. The ENGINEER shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

10. Workmen's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The ENGINEER will not be given a notice to proceed until

the ENGINEER has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the ENGINEER shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the ENGINEER.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one occurrence, and not less than \$500,000 for all damages arising out of injury to or destruction of property or a combined single limit of \$1,000,000.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one accident, and not less than \$500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of \$1,000,000.

11. Progress Reports

The ENGINEER shall submit a monthly Progress Report to the OWNER by the tenth of each month, describing progress to the first of the month.

12. Changes in the Work

In the event the OWNER requires change in the work, after the work has progressed as directed by the OWNER, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the OWNER in consultation with ENGINEER and the ENGINEER shall not commence the change of scope of the work until a supplemental agreement is executed within ninety (90) days of the change and the ENGINEER is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt 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. If the services of this Agreement are terminated, the ENGINEER shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of termination and which estimate shall be as made by the OWNER in consultation with ENGINEER for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the ENGINEER and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the Ready for Letting date defined in Appendix 'C' of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be revised to include compensation for inflationary adjustments.

18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the ENGINEER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the ENGINEER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or

damage to property caused by or resulting from the negligence or intentional misconduct of the ENGINEER, its officers, agents, or employees.

19. Engineer Indemnification

The ENGINEER hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character to the proportionate extent arising out of the intentional misconduct and/or negligent acts of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the ENGINEER, his directors, officers, and employees, for whose acts the ENGINEER is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the ENGINEER shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

20. Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt Requested:

Lake County Highway Department
1100 East Monitor Street
Crown Point, IN 46307
Att: Mr. Marcus Malczewski
Superintendent

DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46615
Att: Mr. Gary K. Fisk
Director of Transportation

21. Disputes

All disputes between the parties hereto concerning questions of fact in connection with the work not disposed of by agreement between the parties shall be submitted to the American Arbitration Association. Costs of such arbitration shall be assessed as one of the issues to be arbitrated.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

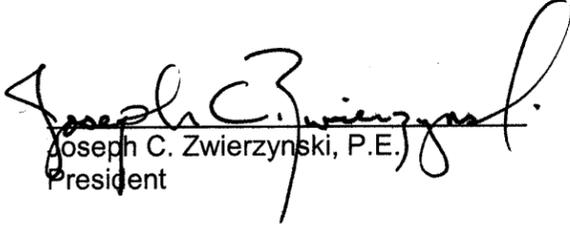
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

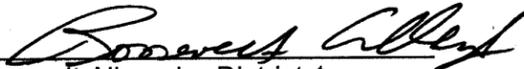
ENGINEER:

OWNER:

DLZ INDIANA, LLC

LAKE COUNTY
BOARD OF COMMISSIONERS

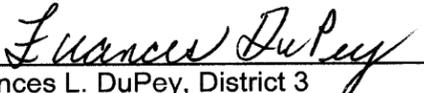

Joseph C. Zwierzynski, P.E.
President

By: 
Roosevelt Allen, Jr., District 1

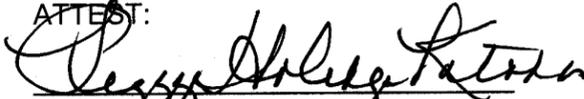
ATTEST:

By: 
Gerry J. Scheub, District 2

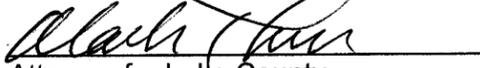

Gary K. Fisk, P.E.
Director of Transportation

By: 
Frances L. DuPey, District 3

ATTEST:


Peggy Horinga Katona, Auditor

Approved as to Legality and Form:


Attorney for Lake County

APPENDIX "A"
BASIC SERVICES BY ENGINEER

- A. The ENGINEER will provide the field survey required for preparation of design plans for the project in conformance with the requirements of the *Indiana Department of Transportation Design Manual, Part III, Location Surveys*, a copy of which is on file with the ENGINEER and same is incorporated herein by reference and is made a part hereof. Necessary field survey to include:
1. Complete topographic data along Grand Boulevard from Van Buren Avenue and River Lane on the south side of the existing bridge to Riverside Drive on the north side of the existing bridge, for a total length of approximately 1000 feet. The width of the topography shall extend to 10 feet past the paved side ditches on the south side of the bridge and to 10 feet past the toe of slope on the north side of the bridge.
 2. Establish and reference the design/construction centerline.
 3. Establish and reference benchmarks at each end of the Project, for a total of two (2) benchmarks.
 4. Establish property ownership, apparent property lines (APL) and apparent right-of-way.
 5. Provide complete information regarding existing known utilities.
 6. Provide sufficient control for the contractor to re-establish the construction centerline.
- B. The Project, as described herein, shall consist of the following for the rehabilitation of the existing Grand Boulevard Bridge over Deep River (Bridge No. 226):
1. Remove and replace the existing expansion joints and up to 5 feet of the existing concrete deck adjacent to the joints.
 2. Remove and replace the existing mudwall down to the pavement ledge.
 3. Remove and replace the existing beam end diaphragms at the end bents.
 4. Remove and replace the existing bridge and approach rails.
 5. Repair deteriorated areas of the concrete deck with partial depth patching.
 6. Repair cracks on the superstructure and substructure with epoxy injection.
 7. Surface seal exposed concrete rail, deck and end bent surfaces.
 8. Clean existing drains on the bridge.
 9. Reshape bridge spill slopes and armor with riprap.
 10. Remove and replace approach sidewalks. The existing earth and gravel shoulders will remain in place through the remaining guardrail replacement area.

11. Remove and replace the existing approach guardrail system.
 12. Backfill and stabilize slope along the east and west sides of Grand Boulevard at the south end of the bridge to correct an existing erosion problem. Also, inlets and storm sewer will be added at the south end of the bridge to provide an outlet for storm water which is currently ponding at the low point.
 13. Clean and repair the existing paved side ditch in the southeast, southwest and northwest quadrants, as required.
 14. Mill and overlay the existing pavement 25 feet at each end of the bridge.
- C. The ENGINEER shall prepare Maintenance of Traffic plans for the Project based on closing the roadway to through traffic and signing a detour route.
- D. The ENGINEER shall perform the design of this project on the basis that the project shall be funded with local funds. Design changes due to alternate funding of the project shall be considered Additional Services, which shall be covered in Appendix "E" of this agreement.
- E. The ENGINEER shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project on the basis of an ABC Highway to be constructed in conformity with the policies and standards set forth in Subchapter G, Part 625 of the Federal-Aid Highway Policy Guide, and any subsequent revision thereof, and in conformity with the standards adopted by the American Association of State and Highway and Transportation Officials and approved by the Secretary of Transportation. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:

A Policy on Geometric Design of Highways and Streets,
American Association of State Highway and Transportation Officials.

Roadside Design Guide,
American Association of State Highway and Transportation Officials.

Standard Specifications for Highway Bridges, 17th Edition, 2002
American Association of State Highway and Transportation Officials.

Standard Specifications,
Indiana Department of Transportation.

Road and Bridge Memoranda,
Indiana Department of Transportation

Design Manuals – Parts I, II, V, and VII to IX,
Indiana Department of Transportation.

- F. The ENGINEER shall prepare one (1) set of Preliminary Plans and a preliminary statement of probable construction cost for the OWNER's review and comment.
- G. The ENGINEER shall conduct a field check with the OWNERS' cooperation.
- H. The ENGINEER shall perform utility coordination for the project, which shall include:
1. Make preliminary contacts with utilities, both public and private, to establish the location of the utilities within the project limits, as will affect or be affected by this design and construction.
 2. Submit Preliminary Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 3. Submit Final Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 4. Review Utility Relocation Plans for possible conflicts with the proposed improvements. After the relocation plan is approved, the ENGINEER will submit a draft copy of the "notice to proceed" letter with the proposed relocation plan to the OWNER to issue to the utility companies.
- I. The ENGINEER, if requested by the OWNER, shall arrange an informal public meeting, in cooperation with the OWNER. If held, such informal public meeting shall be considered Additional Services, as outlined in Appendix "E" of this agreement.
- J. Upon receipt of approval of the Preliminary Plans and after receiving authorization to proceed, the ENGINEER shall prepare Final Plans for review by the OWNER.
- K. Upon approval of the Final Plans, the ENGINEER shall prepare Final Contract Documents, including:
1. Final Tracing Prints submission, which will include:
 - a. construction details, and
 - b. maintenance of traffic provisions,
 2. Specifications,
 3. Notice to Bidders and Instructions to Bidders,
 4. Special Provisions, and
 5. A statement of probable construction cost.

The statement of probable construction cost shall be prepared in accordance with Indiana Department of Transportation Design Manual, Part II, Plan Development and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the

OWNER, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.

- L. The ENGINEER shall attend such conferences with the OWNER and or other interested agencies, as may be required, in connection with this work.
- M. The ENGINEER shall prepare the application and back-up documentation for the following permits:
 - 1. Indiana Department of Natural Resources (IDNR) – “Approval for Construction in a Floodway”.
 - 2. Indiana Department of Environmental Management (IDEM) – Regional General Permit.

The ENGINEER shall monitor the approval process and provide any additional information that may be required to secure permit(s).

- N. Upon completion and final approval of the work by the OWNER, the ENGINEER shall deliver to the OWNER the following, which shall become the property of the OWNER:

- One Copy of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.

- One Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys the ENGINEER has performed on the project. The field notes will be provided to the OWNER via a computer diskette and a hard copy of electronic field survey data in ASCII format and an AUTO-CAD drawing of the topographic survey. A copy of any other supporting conventional survey data will also be provided in approved Engineer Field Book(s).

- One Set of Special Provisions for the Specifications.

- One Copy of the statement of the probable construction cost.

- One Copy of all design computations, indexed, paged and bound.

- O. The ENGINEER shall perform an inspection that will document the location, friability, condition and approximate quantity of suspect asbestos containing materials (ACM) for the Grand Boulevard Bridge over the Deep River. The ENGINEER shall obtain and perform laboratory analysis on bulk samples of suspect ACM and document the results of the ACM laboratory analysis and inspection. Two copies of the report will be submitted to the OWNER.
- P. The ENGINEER shall provide Bid phase services. Bid phase services shall include:
 - 1. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the ENGINEER.

2. Consult with the OWNER concerning and determine the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.
- Q. The ENGINEER shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and as directed by the OWNER.
1. Following award of contract(s), the ENGINEER shall be responsible for attending the Pre-Construction Meeting.
 2. The ENGINEER will meet at the project site with the OWNER or Resident Project Engineer, as required and as directed by the OWNER, to assist in matters that may arise during the construction of the Project for the duration of construction as defined in Appendix 'C'.
 3. The ENGINEER will make his services available to the OWNER during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
- R. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond ENGINEER's control, shall require a change in work as provided by Section IV – General Provisions, Paragraph 12 titled "Change in Work".

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APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the ENGINEER's services for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
3. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
4. Assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including, but not limited to, the following:
 - a. Previous reports and any other data relative to design or construction of the project.
 - b. Plans of the existing bridge within the project limits.
 - c. Available data from the transportation planning process.
 - d. Utility plans available to the OWNER.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
 - a. Data prepared by or services of others and appropriate professional interpretations of such.
 - b. All written views pertinent to the location and environmental studies that are received by the OWNER.
 - c. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
 - d. Existing water quality data.
 - e. Ambient noise measurements and computer noise analyses if deemed necessary.

- f. Traffic volumes, traffic assignments and projections.
- 6. Arrange for access to and make all provisions for ENGINEER and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.
- 7. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by OWNER at time of submission of said applications.
- 8. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 9. Furnish all legal services as may be required for the development of the project.
- 10. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
- 11. Furnish existing "As Built" bridge plans.
- 12. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Appendix "E" of this Agreement or other services as required.

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APPENDIX "C"**SCHEDULE**

I. All work by the ENGINEER for the preparation of construction documents for the rehabilitation of the Grand Boulevard Bridge over Deep River under this Agreement shall be completed and delivered to the OWNER no later than 112 calendar days after the notification to proceed from the OWNER, exclusive of OWNER's review time.

For the purpose of contract control, the work will be submitted by the ENGINEER to the OWNER for review and approval within the project schedule attached as **Exhibit 2** and as outlined below.

- A. Field Survey
 - 1. Field Books for Preliminary Review within 30 calendar days after receipt of notice to proceed with the design.
 - 2. Final survey within 15 calendar days after receipt from the OWNER of comments from the preliminary review.

- B. Bridge and Roadway Design and Plans
 - 1. Preliminary Plans within 30 calendar days after notification from the OWNER of approval of the field survey.
 - 2. Final Plans within 45 calendar days after notification from the OWNER of approval of the Preliminary Plans.
 - 3. Final Tracings with Cost Estimate and Special Provisions within 7 calendar days after receipt from the OWNER of approval of Final Plans.

The approximate Ready-For-Letting date for this project is October 11, 2006 based on a notice to proceed of May 17, 2006.

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APPENDIX "D"
COMPENSATION

A. Amount of Payment

1. The ENGINEER shall receive as payment for the work performed under this Agreement the total fee not to exceed of \$52,500.00 unless a modification of agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

	Description	Amount
	Grand Boulevard Bridge over Deep River	
a.	Field Survey	\$11,300.00
b.	Bridge and Roadway Design and Plans	\$30,100.00
c.	IDNR – "Approval for Construction in a Floodway" permit	\$2,500.00
d.	IDEM – Regional General Permit	\$1,200.00
e.	Asbestos Inspection	\$2,000.00
f.	Utility Coordination	\$2,000.00
g.	Attend Pre-Construction Meeting	\$1,000.00
h.	Bid Phase Services, Hourly Rate, as required*	\$800.00
i.	Construction Phase Office Services, Hourly Rate, as required*	\$1,600.00
	Subtotal	\$52,500.00

* Items h and i will be invoiced on an hourly rate basis, as defined below, with not to exceed amounts as listed above.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The ENGINEER shall not be paid for any services performed by the OWNER or not required to develop this project.

3. For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the ENGINEER will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 1**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all ENGINEER'S personnel engaged directly on the project, including, but

not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

4. The ENGINEER shall receive as payment from the OWNER for the Additional Services rendered under Appendix "E" of this Agreement as follows:
 - a. For Additional Services of ENGINEER's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement and made an integral part hereof.
 - b. For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefore times a factor of 1.20.
 - c. The hourly rates, which are attached as **Exhibit 1** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
 - d. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required under Appendix "A"; and, if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The ENGINEER shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:
 - a. The amount invoiced based upon percent complete or the contract unit price, except that:
 - 1) 95% of field survey costs upon submittal of the survey notes for review.
 - 2) 100% of field survey costs upon acceptance of the preliminary field check plans and corrections resulting from the review of No. 1 above.
 - 3) The maximum payment for road/bridge design and plans shall be in accordance with the following schedule:

a) Preliminary Plans	60%
b) Final Plans	95%
c) Final Tracings	100%
 - 4) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
3. The OWNER for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the ENGINEER for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the OWNER.
4. The OWNER for and in consideration of the rendering of the additional services provided in Appendix "E" agrees to pay the ENGINEER for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the OWNER.
5. If design changes are required during construction due to design errors in the final plans or specifications, the ENGINEER will make such necessary design changes without additional cost to the OWNER. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the ENGINEER prior to construction, the ENGINEER will be

paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement.

6. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and changes.
7. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 12 of this Agreement.

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APPENDIX "E"

ADDITIONAL SERVICES OF ENGINEER

- A. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of the basic services of the ENGINEER except to the extent provided otherwise in Appendix "A". These Additional Services will be paid for by the OWNER as indicated in Appendix "D".
 1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in Appendix "A" and Appendix "C".
 2. Providing renderings or models for OWNER's use.
 3. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
 4. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 5. Furnishing services of independent professional associates and consultants.
 6. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office.
 7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for rebidding in the event that bids as received are rejected.
 8. Providing any type of property surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.
 9. Preparation of operating, maintenance and staffing manuals.

10. Additional Services in connection with the project, including services which are to be furnished by OWNER in accordance with Appendix "B" and services not otherwise provided for in this Agreement.
11. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the OWNER.
12. Preparing design plans of temporary sheeting/shoring, as required.
13. Continuous Roadway Lighting per INDOT standards, except as provided herein.
14. Preparation of an environmental document such as a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
15. Specialized environmental compliance and/or assessment services including, but not limited to, Section 4(f) Evaluation for land acquisition from public parks, recreational areas, wildlife and waterfowl refuges, and/or historic sites; Section 6(f) Evaluation; wetland delineation; wetland mitigation design and permitting; Section 106 finding of "No Adverse Effect" or "Adverse Effect"; Biological Assessment and consultation under Section 7 of the Endangered Species Act; aquatic or macroinvertebrate survey; Initial Site Assessment and/or Preliminary Site Investigation for hazardous substances and/or ground contamination; detailed traffic noise study; Sole Source Aquifer groundwater assessment; intensive historic structure survey; and/or intensive level (Phase Ib and/or Phase Ic) archaeological investigation.
16. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the OWNER's schedule, character of construction, and method of financing.
17. Services resulting from revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project if not the fault of the ENGINEER.
19. Providing Construction Engineering/Inspection/Observation Services.
20. Preparation of Design Exception requests.
21. Design and plans for retaining walls.
22. Design and plans for staged construction.
23. Right-of-Way engineering, appraising, buying and relocation services.

24. Preparation of a Location Control Route Survey Plat.
25. Preparation of an IDEM – Erosion Control Permit (Rule 5 permit).
26. Bridge and road design beyond that identified in Appendix "A."
27. Preparation for and conducting a design hearing or public information meeting.
28. Perform hydraulic or scour analysis of the Deep River at the Clay Street Bridge.
29. Preparation of an application for an IDEM - 401 Water Quality Certification.
30. Preparation of an application for a Corps of Engineers - Individual Section 404 Permit.
31. Preparation of intergovernmental agreements.

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Order#15 – Agenda #13AC

In the Matter of L.C. Highway – Agreement with DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #252, Old Ridge Road over Deep River - \$55,520.00

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Highway and DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #252, Old Ridge Road over Deep River - \$55,520.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of September 2006, by and between Lake County, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 2211 East Jefferson Blvd., South Bend, IN 46615, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of construction documents for the rehabilitation of the bridge at Ridge Road over Deep River (Lake County Bridge No. 252), and

WHEREAS, the ENGINEER has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

The rehabilitation of the existing Ridge Road Bridge over Deep River (Bridge No. 252) plus approximately 100 feet of approach work beyond each end of the bridge (hereinafter called the Project).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Basic Services by ENGINEER

The basic services to be provided by the ENGINEER under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The ENGINEER shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The ENGINEER shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The ENGINEER shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions**1. Work Office**

The ENGINEER shall perform the work under this Agreement at the following offices:

DLZ Indiana, LLC
2211 East Jefferson Blvd.
South Bend, IN 46615

DLZ Indiana, LLC
7011 Indianapolis Blvd.
Hammond, IN 46324

2. Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All deliverable documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER upon payment of all sums due to ENGINEER. ENGINEER shall be entitled to keep copies. During the performance of the services, herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall

make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The ENGINEER shall be responsible for all damage to life and property due to negligent activities of the ENGINEER, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the ENGINEER shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description to the proportionate extent arising out of or resulting from the negligent services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of ENGINEER shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and ENGINEER shall include in the Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such risk.

9. Status of Claims

The ENGINEER shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the ENGINEER which are known resulting from services performed under this Agreement. The ENGINEER shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

10. Workmen's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The ENGINEER will not be given a notice to proceed until

the ENGINEER has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the ENGINEER shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the ENGINEER.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one occurrence, and not less than \$500,000 for all damages arising out of injury to or destruction of property or a combined single limit of \$1,000,000.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one accident, and not less than \$500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of \$1,000,000.

11. Progress Reports

The ENGINEER shall submit a monthly Progress Report to the OWNER by the tenth of each month, describing progress to the first of the month.

12. Changes in the Work

In the event the OWNER requires change in the work, after the work has progressed as directed by the OWNER, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the OWNER in consultation with ENGINEER and the ENGINEER shall not commence the change of scope of the work until a supplemental agreement is executed within ninety (90) days of the change and the ENGINEER is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt 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. If the services of this Agreement are terminated, the ENGINEER shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of termination and which estimate shall be as made by the OWNER in consultation with ENGINEER for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the ENGINEER and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the Ready for Letting date defined in Appendix 'C' of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be revised to include compensation for inflationary adjustments.

18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the ENGINEER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the ENGINEER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or

damage to property caused by or resulting from the negligence or intentional misconduct of the ENGINEER, its officers, agents, or employees.

19. Engineer Indemnification

The ENGINEER hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character to the proportionate extent arising out of the intentional misconduct and/or negligent acts of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the ENGINEER, his directors, officers, and employees, for whose acts the ENGINEER is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the ENGINEER shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

20. Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt Requested:

Lake County Highway Department
1100 East Monitor Street
Crown Point, IN 46307
Att: Mr. Marcus Malczewski
Superintendent

DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46615
Att: Mr. Gary K. Fisk
Director of Transportation

21. Disputes

All disputes between the parties hereto concerning questions of fact in connection with the work not disposed of by agreement between the parties shall be submitted to the American Arbitration Association. Costs of such arbitration shall be assessed as one of the issues to be arbitrated.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

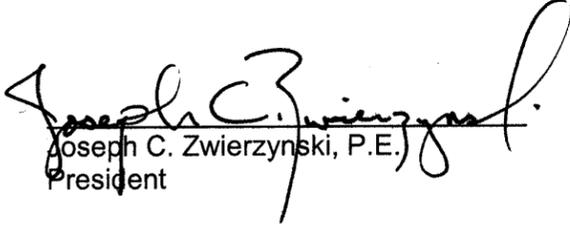
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

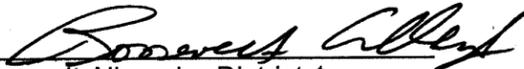
ENGINEER:

OWNER:

DLZ INDIANA, LLC

LAKE COUNTY
BOARD OF COMMISSIONERS

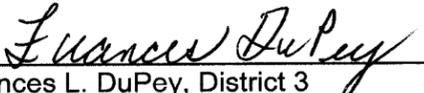

Joseph C. Zwierzynski, P.E.
President

By: 
Roosevelt Allen, Jr., District 1

ATTEST:

By: 
Gerry J. Scheub, District 2

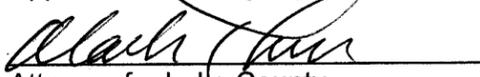

Gary K. Fisk, P.E.
Director of Transportation

By: 
Frances L. DuPey, District 3

ATTEST:


Peggy Horinga Katona, Auditor

Approved as to Legality and Form:


Attorney for Lake County

APPENDIX "A"
BASIC SERVICES BY ENGINEER

- A. The ENGINEER will provide the field survey required for preparation of design plans for the Project in conformance with the requirements of the *Indiana Department of Transportation Design Manual, Part III, Location Surveys*, a copy of which is on file with the ENGINEER and same is incorporated herein by reference and is made a part hereof. Necessary field survey to include:
1. Complete topographic data along Ridge Road from Main Street on the south side of the existing bridge to approximately 50 feet past the end of the existing guardrail on the north side of the existing bridge, for a total length of approximately 400 feet. The width of the topography shall extend to the toe of slope in the southwest quadrant and 10 feet past the right-of-way in the other quadrants.
 2. Establish and reference the design/construction centerline.
 3. Establish and reference benchmarks at each end of the Project, for a total of two (2) benchmarks.
 4. Establish property ownership, apparent property lines (APL) and apparent right-of-way.
 5. Provide complete information regarding existing known utilities.
 6. Provide sufficient control for the contractor to re-establish the construction centerline.
- B. The Project, as described herein, shall consist of the following for the rehabilitation of the existing Ridge Road Bridge over Deep River (Bridge No. 252):
1. Remove and replace the existing expansion joints and up to 2 feet of the existing concrete deck adjacent to the joints.
 2. Remove and replace the existing overlay on the bridge.
 3. Repair deteriorated areas of the concrete deck with partial depth patching.
 4. Remove and replace the existing approach slabs.
 5. Remove and replace 5 feet of the backfill behind the existing end bents.
 6. Remove and replace the existing bridge rails.
 7. Surface seal exposed concrete rail and deck surfaces.
 8. Reshape bridge spill slopes and armor with riprap.
 9. Remove and replace the existing approach guardrail system.
 10. Remove and replace existing sidewalk, curb, and gutter from the east end of the bridge to the nearest inlet to the east, and from the west end of the bridge to 75 feet past the end of the west approach slab.

11. Remove and replace pavement from the west end of approach slab to 75 feet west of the end of the approach slab.
 12. Mill and overlay pavement from the east end of the east approach slab to 100 feet east of the end of the approach slab.
- C. The ENGINEER shall prepare Maintenance of Traffic plans for the Project based on closing the roadway to through traffic and signing a detour route.
- D. The ENGINEER shall perform the design of this project on the basis that the project shall be funded with local funds. Design changes due to alternate funding of the project shall be considered Additional Services, which shall be covered in Appendix "E" of this agreement.
- E. The ENGINEER shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project on the basis of an ABC Highway to be constructed in conformity with the policies and standards set forth in Subchapter G, Part 625 of the Federal-Aid Highway Policy Guide, and any subsequent revision thereof, and in conformity with the standards adopted by the American Association of State and Highway and Transportation Officials and approved by the Secretary of Transportation. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:
- A Policy on Geometric Design of Highways and Streets,*
American Association of State Highway and Transportation Officials.
- Roadside Design Guide,*
American Association of State Highway and Transportation Officials.
- Standard Specifications for Highway Bridges, 17th Edition, 2002*
American Association of State Highway and Transportation Officials.
- Standard Specifications,*
Indiana Department of Transportation.
- Road and Bridge Memoranda,*
Indiana Department of Transportation
- Design Manuals – Parts I, II, V, and VII to IX,*
Indiana Department of Transportation.
- F. The ENGINEER shall prepare one (1) set of Preliminary Plans and a preliminary statement of probable construction cost for the OWNER's review and comment.
- G. The ENGINEER shall conduct a field check with the OWNERS' cooperation.

- H. The ENGINEER shall perform utility coordination for the project, which shall include:
1. Make preliminary contacts with utilities, both public and private, to establish the location of the utilities within the project limits, as will affect or be affected by this design and construction.
 2. Submit Preliminary Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 3. Submit Final Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 4. Review Utility Relocation Plans for possible conflicts with the proposed improvements. After the relocation plan is approved, the ENGINEER will submit a draft copy of the "notice to proceed" letter with the proposed relocation plan to the OWNER to issue to the utility companies.
- I. The ENGINEER, if requested by the OWNER, shall arrange an informal public meeting, in cooperation with the OWNER. If held, such informal public meeting shall be considered Additional Services, as outlined in Appendix "E" of this agreement.
- J. Upon receipt of approval of the Preliminary Plans and after receiving authorization to proceed, the ENGINEER shall prepare Final Plans for review by the OWNER.
- K. Upon approval of the Final Plans, the ENGINEER shall prepare Final Contract Documents, including:
1. Final Tracing Prints submission, which will include:
 - a. construction details, and
 - b. maintenance of traffic provisions,
 2. Specifications,
 3. Notice to Bidders and Instructions to Bidders,
 4. Special Provisions, and
 5. A statement of probable construction cost.

The statement of probable construction cost shall be prepared in accordance with Indiana Department of Transportation Design Manual, Part II, Plan Development and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.

- L. The ENGINEER shall attend such conferences with the OWNER and or other interested agencies, as may be required, in connection with this work.
- M. The ENGINEER shall prepare the application and back-up documentation for the following permits:
1. Indiana Department of Natural Resources (IDNR) – “Approval for Construction in a Floodway”.
 2. Indiana Department of Environmental Management (IDEM) – Regional General Permit.
- The ENGINEER shall monitor the approval process and provide any additional information that may be required to secure permit(s).
- N. Upon completion and final approval of the work by the OWNER, the ENGINEER shall deliver to the OWNER the following, which shall become the property of the OWNER:
- One Copy of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.
 - One Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys the ENGINEER has performed on the project. The field notes will be provided to the OWNER via a computer diskette and a hard copy of electronic field survey data in ASCII format and an AUTO-CAD drawing of the topographic survey. A copy of any other supporting conventional survey data will also be provided in approved Engineer Field Book(s).
 - One Set of Special Provisions for the Specifications.
 - One Copy of the statement of the probable construction cost.
 - One Copy of all design computations, indexed, paged and bound.
- O. The ENGINEER shall perform an inspection that will document the location, friability, condition and approximate quantity of suspect asbestos containing materials (ACM) for the Ridge Road Bridge over the Deep River. The ENGINEER shall obtain and perform laboratory analysis on bulk samples of suspect ACM and document the results of the ACM laboratory analysis and inspection. Two copies of the report will be submitted to the OWNER.
- P. The ENGINEER shall provide Bid phase services. Bid phase services shall include:
1. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the ENGINEER.
 2. Consult with the OWNER concerning and determine the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.

- Q. The ENGINEER shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and as directed by the OWNER.
1. Following award of contract(s), the ENGINEER shall be responsible for attending the Pre-Construction Meeting.
 2. The ENGINEER will meet at the project site with the OWNER or Resident Project Engineer, as required and as directed by the OWNER, to assist in matters that may arise during the construction of the Project for the duration of construction as defined in Appendix 'C'.
 3. The ENGINEER will make his services available to the OWNER during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
- R. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond ENGINEER's control, shall require a change in work as provided by Section IV – General Provisions, Paragraph 12 titled "Change in Work".

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APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the ENGINEER's services for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
3. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
4. Assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including, but not limited to, the following:
 - a. Previous reports and any other data relative to design or construction of the project.
 - b. Plans of the existing bridge within the project limits.
 - c. Available data from the transportation planning process.
 - d. Utility plans available to the OWNER.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
 - a. Data prepared by or services of others and appropriate professional interpretations of such.
 - b. All written views pertinent to the location and environmental studies that are received by the OWNER.
 - c. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
 - d. Existing water quality data.
 - e. Ambient noise measurements and computer noise analyses if deemed necessary.

- f. Traffic volumes, traffic assignments and projections.
6. Arrange for access to and make all provisions for ENGINEER and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.
7. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by OWNER at time of submission of said applications.
8. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
9. Furnish all legal services as may be required for the development of the project.
10. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
11. Furnish existing "As Built" bridge plans.
12. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Appendix "E" of this Agreement or other services as required.

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APPENDIX "C"

SCHEDULE

I. All work by the ENGINEER for the preparation of construction documents for the rehabilitation of the Ridge Road Bridge over Deep River under this Agreement shall be completed and delivered to the OWNER no later than 112 calendar days after the notification to proceed from the OWNER, exclusive of OWNER's review time.

For the purpose of contract control, the work will be submitted by the ENGINEER to the OWNER for review and approval within the project schedule attached as **Exhibit 2** and as outlined below.

- A. Field Survey
 1. Field Books for Preliminary Review within 30 calendar days after receipt of notice to proceed with the design.
 2. Final survey within 15 calendar days after receipt from the OWNER of comments from the preliminary review.
- B. Bridge and Roadway Design and Plans
 1. Preliminary Plans within 30 calendar days after notification from the OWNER of approval of the field survey.
 2. Final Plans within 45 calendar days after notification from the OWNER of approval of the Preliminary Plans.
 3. Final Tracings with Cost Estimate and Special Provisions within 7 calendar days after receipt from the OWNER of approval of Final Plans.

The approximate Ready-For-Letting date for this project is October 11, 2006 based on a notice to proceed of May 17, 2006.

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APPENDIX "D"**COMPENSATION****A. Amount of Payment**

1. The ENGINEER shall receive as payment for the work performed under this Agreement the total fee not to exceed of \$55,520.00 unless a modification of agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

	Description	Amount
	Ridge Road Bridge over Deep River	
a.	Field Survey	\$10,820.00
b.	Bridge and Roadway Design and Plans	\$32,400.00
c.	IDNR – "Approval for Construction in a Floodway" permit	\$2,500.00
d.	IDEM – Regional General Permit	\$1,200.00
e.	Asbestos Inspection	\$2,000.00
f.	Utility Coordination	\$2,000.00
g.	Attend Pre-Construction Meeting	\$1,600.00
h.	Bid Phase Services, Hourly Rate, as required*	\$1,000.00
i.	Construction Phase Office Services, Hourly Rate, as required*	\$2,000.00
	Subtotal	\$55,520.00

* Items h and i will be invoiced on an hourly rate basis, as defined below, with not to exceed amounts as listed above.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The ENGINEER shall not be paid for any services performed by the OWNER or not required to develop this project.

3. For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the ENGINEER will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 1**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all ENGINEER'S personnel engaged directly on the project, including, but

not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

4. The ENGINEER shall receive as payment from the OWNER for the Additional Services rendered under Appendix "E" of this Agreement as follows:
 - a. For Additional Services of ENGINEER's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement and made an integral part hereof.
 - b. For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefore times a factor of 1.20.
 - c. The hourly rates, which are attached as **Exhibit 1** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
 - d. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required under Appendix "A"; and, if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The ENGINEER shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:
 - a. The amount invoiced based upon percent complete or the contract unit price, except that:
 - 1) 95% of field survey costs upon submittal of the survey notes for review.
 - 2) 100% of field survey costs upon acceptance of the preliminary field check plans and corrections resulting from the review of No. 1 above.
 - 3) The maximum payment for road/bridge design and plans shall be in accordance with the following schedule:

a) Preliminary Plans	60%
b) Final Plans	95%
c) Final Tracings	100%
 - 4) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
3. The OWNER for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the ENGINEER for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the OWNER.
4. The OWNER for and in consideration of the rendering of the additional services provided in Appendix "E" agrees to pay the ENGINEER for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the OWNER.
5. If design changes are required during construction due to design errors in the final plans or specifications, the ENGINEER will make such necessary design changes without additional cost to the OWNER. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the ENGINEER prior to construction, the ENGINEER will be

paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement.

6. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and changes.
7. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 12 of this Agreement.

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APPENDIX "E"

ADDITIONAL SERVICES OF ENGINEER

- A. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of the basic services of the ENGINEER except to the extent provided otherwise in Appendix "A". These Additional Services will be paid for by the OWNER as indicated in Appendix "D".
 1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in Appendix "A" and Appendix "C".
 2. Providing renderings or models for OWNER's use.
 3. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
 4. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 5. Furnishing services of independent professional associates and consultants.
 6. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office.
 7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for rebidding in the event that bids as received are rejected.
 8. Providing any type of property surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.
 9. Preparation of operating, maintenance and staffing manuals.

10. Additional Services in connection with the project, including services which are to be furnished by OWNER in accordance with Appendix "B" and services not otherwise provided for in this Agreement.
11. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the OWNER.
12. Preparing design plans of temporary sheeting/shoring, as required.
13. Continuous Roadway Lighting per INDOT standards, except as provided herein.
14. Preparation of an environmental document such as a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
15. Specialized environmental compliance and/or assessment services including, but not limited to, Section 4(f) Evaluation for land acquisition from public parks, recreational areas, wildlife and waterfowl refuges, and/or historic sites; Section 6(f) Evaluation; wetland delineation; wetland mitigation design and permitting; Section 106 finding of "No Adverse Effect" or "Adverse Effect"; Biological Assessment and consultation under Section 7 of the Endangered Species Act; aquatic or macroinvertebrate survey; Initial Site Assessment and/or Preliminary Site Investigation for hazardous substances and/or ground contamination; detailed traffic noise study; Sole Source Aquifer groundwater assessment; intensive historic structure survey; and/or intensive level (Phase Ib and/or Phase Ic) archaeological investigation.
16. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the OWNER's schedule, character of construction, and method of financing.
17. Services resulting from revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project if not the fault of the ENGINEER.
19. Providing Construction Engineering/Inspection/Observation Services.
20. Preparation of Design Exception requests.
21. Design and plans for retaining walls.
22. Design and plans for staged construction.
23. Right-of-Way engineering, appraising, buying and relocation services.

24. Preparation of a Location Control Route Survey Plat.
25. Preparation of an IDEM – Erosion Control Permit (Rule 5 permit).
26. Bridge and road design beyond that identified in Appendix "A."
27. Preparation for and conducting a design hearing or public information meeting.
28. Perform hydraulic or scour analysis of the Deep River at the Clay Street Bridge.
29. Preparation of an application for an IDEM - 401 Water Quality Certification.
30. Preparation of an application for a Corps of Engineers - Individual Section 404 Permit.
31. Preparation of intergovernmental agreements.

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Order#16 – Agenda #13AD

In the Matter of L.C. Highway – Agreement with DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #254, Wisconsin Street over Lake George – \$35,000.00.

Allen made a motion, seconded by DuPey, to approve the Agreement between the L.C. Highway and DLZ Indiana, LLC for the rehabilitation of the Lake County Bridge #254, Wisconsin Street over Lake George – \$35,000.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of September 2006, by and between Lake County, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 2211 East Jefferson Blvd., South Bend, IN 46615, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of construction documents for the rehabilitation of the bridge at Wisconsin Street over Lake George (Lake County Bridge No. 254), and

WHEREAS, the ENGINEER has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

The rehabilitation of the existing Wisconsin Street Bridge over Lake George (Bridge No. 254) plus approximately 100 feet of approach work beyond each end of the bridge (hereinafter called the Project).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Basic Services by ENGINEER

The basic services to be provided by the ENGINEER under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The ENGINEER shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The ENGINEER shall not begin work prior to the date of the notice to proceed.

Section IV. Compensation

The ENGINEER shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions**1. Work Office**

The ENGINEER shall perform the work under this Agreement at the following offices:

DLZ Indiana, LLC
2211 East Jefferson Blvd.
South Bend, IN 46615

DLZ Indiana, LLC
7011 Indianapolis Blvd.
Hammond, IN 46324

2. Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All deliverable documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER upon payment of all sums due to ENGINEER. ENGINEER shall be entitled to keep copies. During the performance of the services, herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall

make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The ENGINEER shall be responsible for all damage to life and property due to negligent activities of the ENGINEER, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the ENGINEER shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description to the proportionate extent arising out of or resulting from the negligent services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of ENGINEER shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and ENGINEER shall include in the Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such risk.

9. Status of Claims

The ENGINEER shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the ENGINEER which are known resulting from services performed under this Agreement. The ENGINEER shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

10. Workmen's Compensation and Liability Insurance

The ENGINEER shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The ENGINEER will not be given a notice to proceed until

the ENGINEER has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the ENGINEER shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the ENGINEER.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one occurrence, and not less than \$500,000 for all damages arising out of injury to or destruction of property or a combined single limit of \$1,000,000.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one accident, and not less than \$500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of \$1,000,000.

11. Progress Reports

The ENGINEER shall submit a monthly Progress Report to the OWNER by the tenth of each month, describing progress to the first of the month.

12. Changes in the Work

In the event the OWNER requires change in the work, after the work has progressed as directed by the OWNER, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the OWNER in consultation with ENGINEER and the ENGINEER shall not commence the change of scope of the work until a supplemental agreement is executed within ninety (90) days of the change and the ENGINEER is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt 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. If the services of this Agreement are terminated, the ENGINEER shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of termination and which estimate shall be as made by the OWNER in consultation with ENGINEER for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the ENGINEER and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the Ready for Letting date defined in Appendix 'C' of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be revised to include compensation for inflationary adjustments.

18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the ENGINEER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the ENGINEER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or

damage to property caused by or resulting from the negligence or intentional misconduct of the ENGINEER, its officers, agents, or employees.

19. Engineer Indemnification

The ENGINEER hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character to the proportionate extent arising out of the intentional misconduct and/or negligent acts of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the ENGINEER, his directors, officers, and employees, for whose acts the ENGINEER is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the ENGINEER shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

20. Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt Requested:

Lake County Highway Department
1100 East Monitor Street
Crown Point, IN 46307
Att: Mr. Marcus Malczewski
Superintendent

DLZ Indiana, LLC
2211 E. Jefferson Blvd.
South Bend, IN 46615
Att: Mr. Gary K. Fisk
Director of Transportation

21. Disputes

All disputes between the parties hereto concerning questions of fact in connection with the work not disposed of by agreement between the parties shall be submitted to the American Arbitration Association. Costs of such arbitration shall be assessed as one of the issues to be arbitrated.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the ENGINEER that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

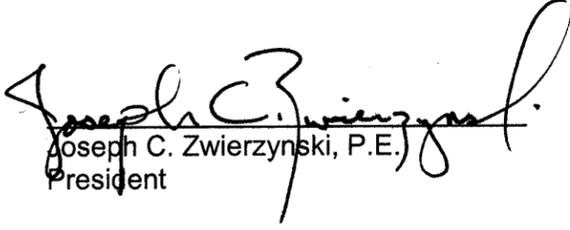
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

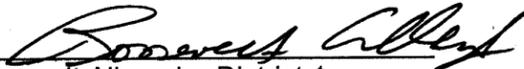
ENGINEER:

OWNER:

DLZ INDIANA, LLC

LAKE COUNTY
BOARD OF COMMISSIONERS

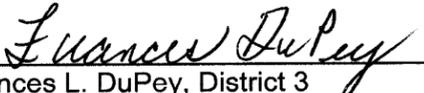

Joseph C. Zwierzynski, P.E.
President

By: 
Roosevelt Allen, Jr., District 1

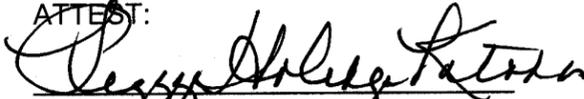
ATTEST:

By: 
Gerry J. Scheub, District 2

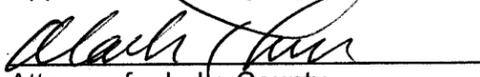

Gary K. Fisk, P.E.
Director of Transportation

By: 
Frances L. DuPey, District 3

ATTEST:


Peggy Horinga Katona, Auditor

Approved as to Legality and Form:


Attorney for Lake County

APPENDIX "A"
BASIC SERVICES BY ENGINEER

- A. The ENGINEER will provide the field survey required for preparation of design plans for the Project in conformance with the requirements of the *Indiana Department of Transportation Design Manual, Part III, Location Surveys*, a copy of which is on file with the ENGINEER and same is incorporated herein by reference and is made a part hereof. Necessary field survey to include:
1. Complete topographic data along Wisconsin Street from approximately 200 feet south of the existing bridge to approximately 200 feet north of the existing bridge, for a total length of approximately 500 feet. The width of the topography shall extend to the toe of slope. Any additional guardrail beyond these limits in the southwest quadrant shall also be picked up from the edge of pavement to the toe of slope.
 2. Establish and reference the design/construction centerline.
 3. Establish and reference benchmarks at each end of the Project, for a total of two (2) benchmarks.
 4. Establish property ownership, apparent property lines (APL) and apparent right-of-way.
 5. Provide complete information regarding existing known utilities.
 6. Provide sufficient control for the contractor to re-establish the construction centerline.
- B. The Project, as described herein, shall consist of the following for the rehabilitation of the existing Wisconsin Street Bridge over Lake George (Bridge No. 254):
1. Remove and replace the existing overlay on the bridge.
 2. Repair deteriorated areas of the concrete deck with partial depth patching.
 3. Remove and replace the existing bridge rails.
 4. Surface seal exposed concrete rail and deck surfaces.
 5. A portion of the approach guardrail in all four quadrants is W-beam guardrail. Approximately 100 feet each end of the bridge the guardrail changes to tube rail. The tube rail is substandard and will be removed and replaced in all four quadrants. The guardrail in the southwest quadrant will also be removed and replaced.
 6. Remove and replace the existing approach sidewalk in the northeast and southeast quadrant of the bridge.
 7. Mill and overlay the existing asphalt pavement for a distance of 100 feet each end of the bridge.
 8. Backfill and stabilize erosion in the southeast quadrant of the bridge behind the wingwall.

9. Adjust the inlet casting in the southeast quadrant to grade.
- C. The ENGINEER shall prepare Maintenance of Traffic plans for the Project based on closing the roadway to through traffic and signing a detour route.
- D. The ENGINEER shall perform the design of this project on the basis that the project shall be funded with local funds. Design changes due to alternate funding of the project shall be considered Additional Services, which shall be covered in Appendix "E" of this agreement.
- E. The ENGINEER shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project on the basis of an ABC Highway to be constructed in conformity with the policies and standards set forth in Subchapter G, Part 625 of the Federal-Aid Highway Policy Guide, and any subsequent revision thereof, and in conformity with the standards adopted by the American Association of State and Highway and Transportation Officials and approved by the Secretary of Transportation. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:
- A Policy on Geometric Design of Highways and Streets,*
American Association of State Highway and Transportation Officials.
- Roadside Design Guide,*
American Association of State Highway and Transportation Officials.
- Standard Specifications for Highway Bridges, 17th Edition, 2002*
American Association of State Highway and Transportation Officials.
- Standard Specifications,*
Indiana Department of Transportation.
- Road and Bridge Memoranda,*
Indiana Department of Transportation
- Design Manuals – Parts I, II, V, and VII to IX,*
Indiana Department of Transportation.
- F. The ENGINEER shall prepare one (1) set of Preliminary Plans and a preliminary statement of probable construction cost for the OWNER's review and comment.
- G. The ENGINEER shall conduct a field check with the OWNERS' cooperation.
- H. The ENGINEER shall perform utility coordination for the project, which shall include:

1. Make preliminary contacts with utilities, both public and private, to establish the location of the utilities within the project limits, as will affect or be affected by this design and construction.
 2. Submit Preliminary Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 3. Submit Final Plans to utilities and hold a utility coordination meeting in conjunction with the field check to discuss possible conflicts, resolutions and relocations.
 4. Review Utility Relocation Plans for possible conflicts with the proposed improvements. After the relocation plan is approved, the ENGINEER will submit a draft copy of the "notice to proceed" letter with the proposed relocation plan to the OWNER to issue to the utility companies.
- I. The ENGINEER, if requested by the OWNER, shall arrange an informal public meeting, in cooperation with the OWNER. If held, such informal public meeting shall be considered Additional Services, as outlined in Appendix "E" of this agreement.
- J. Upon receipt of approval of the Preliminary Plans and after receiving authorization to proceed, the ENGINEER shall prepare Final Plans for review by the OWNER.
- K. Upon approval of the Final Plans, the ENGINEER shall prepare Final Contract Documents, including:
1. Final Tracing Prints submission, which will include:
 - a. construction details, and
 - b. maintenance of traffic provisions,
 2. Specifications,
 3. Notice to Bidders and Instructions to Bidders,
 4. Special Provisions, and
 5. A statement of probable construction cost.

The statement of probable construction cost shall be prepared in accordance with Indiana Department of Transportation Design Manual, Part II, Plan Development and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the OWNER, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.

- L. The ENGINEER shall attend such conferences with the OWNER and or other interested agencies, as may be required, in connection with this work.
- M. Upon completion and final approval of the work by the OWNER, the ENGINEER shall deliver to the OWNER the following, which shall become the property of the OWNER:
- One Copy of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.
 - One Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys the ENGINEER has performed on the project. The field notes will be provided to the OWNER via a computer diskette and a hard copy of electronic field survey data in ASCII format and an AUTO-CAD drawing of the topographic survey. A copy of any other supporting conventional survey data will also be provided in approved Engineer Field Book(s).
 - One Set of Special Provisions for the Specifications.
 - One Copy of the statement of the probable construction cost.
 - One Copy of all design computations, indexed, paged and bound.
- N. The ENGINEER shall perform an inspection that will document the location, friability, condition and approximate quantity of suspect asbestos containing materials (ACM) for the Wisconsin Street Bridge over Lake George. The ENGINEER shall obtain and perform laboratory analysis on bulk samples of suspect ACM and document the results of the ACM laboratory analysis and inspection. Two copies of the report will be submitted to the OWNER.
- O. The ENGINEER shall provide Bid phase services. Bid phase services shall include:
1. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents that are not directly related to an error or omission from the ENGINEER.
 2. Consult with the OWNER concerning and determine the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contract is allowed by the Bidding Documents.
- P. The ENGINEER shall provide design support to the Resident Project Engineer (Construction Phase Office Services), as required and as directed by the OWNER.
1. Following award of contract(s), the ENGINEER shall be responsible for attending the Pre-Construction Meeting.
 2. The ENGINEER will meet at the project site with the OWNER or Resident Project Engineer, as required and as directed by the OWNER, to assist in matters that may arise during the construction of the Project for the duration of construction as defined in Appendix 'C'.
 3. The ENGINEER will make his services available to the OWNER during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
- Q. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond ENGINEER's control, shall require a change in work as provided by Section IV – General Provisions, Paragraph 12 titled "Change in Work".

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the ENGINEER's services for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
3. Furnish all specifications and standard drawings applicable to the project and all criteria for design and details including, but not limited to, signage, highways, structures, grades, curves, sight distances, clear zones, clearances and design loadings.
4. Assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including, but not limited to, the following:
 - a. Previous reports and any other data relative to design or construction of the project.
 - b. Plans of the existing bridge within the project limits.
 - c. Available data from the transportation planning process.
 - d. Utility plans available to the OWNER.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Appendix "A") the following:
 - a. Data prepared by or services of others and appropriate professional interpretations of such.
 - b. All written views pertinent to the location and environmental studies that are received by the OWNER.
 - c. Existing ambient air quality data available from State and Local Air Pollution Control Agency.
 - d. Existing water quality data.
 - e. Ambient noise measurements and computer noise analyses if deemed necessary.

- f. Traffic volumes, traffic assignments and projections.
6. Arrange for access to and make all provisions for ENGINEER and/or Subcontractors to enter upon public and private property as required to perform services under this Agreement.
7. Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Permit fees shall be paid by OWNER at time of submission of said applications.
8. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
9. Furnish all legal services as may be required for the development of the project.
10. Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
11. Furnish existing "As Built" bridge plans.
12. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Appendix "E" of this Agreement or other services as required.

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APPENDIX "C"

SCHEDULE

I. All work by the ENGINEER for the preparation of construction documents for the rehabilitation of the Wisconsin Street Bridge over Lake George under this Agreement shall be completed and delivered to the OWNER no later than 195 calendar days after the notification to proceed from the OWNER, exclusive of OWNER's review time.

For the purpose of contract control, the work will be submitted by the ENGINEER to the OWNER for review and approval within the project schedule attached as **Exhibit 2** and as outlined below.

- A. Field Survey
 1. Field Books for Preliminary Review within 45 calendar days after receipt of notice to proceed with the design.
 2. Final survey within 15 calendar days after receipt from the OWNER of comments from the preliminary review.
- B. Bridge and Roadway Design and Plans
 1. Preliminary Plans within 60 calendar days after notification from the OWNER of approval of the field survey.
 2. Final Plans within 60 calendar days after notification from the OWNER of approval of the Preliminary Plans.
 3. Final Tracings with Cost Estimate and Special Provisions within 15 calendar days after receipt from the OWNER of approval of Final Plans.

The approximate Ready-For-Letting date for this project is January 19, 2007 based on a notice to proceed of May 17, 2006.

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APPENDIX "D"**COMPENSATION****A. Amount of Payment**

1. The ENGINEER shall receive as payment for the work performed under this Agreement the total fee not to exceed of \$35,000.00 unless a modification of agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

	Description	Amount
	Wisconsin Street over Lake George	
a.	Field Survey	\$9,300.00
b.	Bridge and Roadway Design and Plans	\$19,500.00
c.	Asbestos Inspection	\$1,800.00
d.	Utility Coordination	\$1,800.00
e.	Attend Pre-Construction Meeting	\$800.00
f.	Bid Phase Services, Hourly Rate, as required*	\$600.00
g.	Construction Phase Office Services, Hourly Rate, as required*	\$1,200.00
	Subtotal	\$35,000.00

* Items f and g will be invoiced on an hourly rate basis, as defined below, with not to exceed amounts as listed above.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D", Section 2.

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The ENGINEER shall not be paid for any services performed by the OWNER or not required to develop this project.

3. For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the ENGINEER will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 1**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all ENGINEER'S personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business

not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

4. The ENGINEER shall receive as payment from the OWNER for the Additional Services rendered under Appendix "E" of this Agreement as follows:
 - a. For Additional Services of ENGINEER's principals and employees engaged on the project, except services to appear as a consultant or witness, on the basis of the employee classification hourly rate and all Reimbursable Expenses incurred in connection with all Additional Services in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement and made an integral part hereof.
 - b. For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefore times a factor of 1.20.
 - c. The hourly rates, which are attached as **Exhibit 1** and used as a basis for payment, mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.
 - d. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids for proposals from Contractor(s), overnight mail, facsimile (FAX) transmittals, toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required under Appendix "A"; and, if authorized in advance by the OWNER, overtime work requiring higher than regular rates.

B. Method of Payment for Design Services

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. The ENGINEER shall attach thereto a summary of each pay item in Section A.2 of this Appendix, percentage completed and prior payments.
2. The OWNER, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:
 - a. The amount invoiced based upon percent complete or the contract unit price, except that:
 - 1) 95% of field survey costs upon submittal of the survey notes for review.
 - 2) 100% of field survey costs upon acceptance of the preliminary field check plans and corrections resulting from the review of No. 1 above.
 - 3) The maximum payment for road/bridge design and plans shall be in accordance with the following schedule:

a) Preliminary Plans	60%
b) Final Plans	95%
c) Final Tracings	100%
 - 4) Payment for any item not otherwise set out herein shall be made based upon percentage of completion.
3. The OWNER for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the ENGINEER for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the OWNER.
4. The OWNER for and in consideration of the rendering of the additional services provided in Appendix "E" agrees to pay the ENGINEER for rendering such services the payments established above upon completion of the work thereunder and acceptance thereof by the OWNER.
5. If design changes are required during construction due to design errors in the final plans or specifications, the ENGINEER will make such necessary design changes without additional cost to the OWNER. However, if design changes are required during construction which are occasioned by changed conditions or conditions which could not have been reasonably foreseen by the ENGINEER prior to construction, the ENGINEER will be

paid for such modifications on the basis of actual hours of work performed by essential personnel exclusively on this contract at the employee hourly rate in accordance with the ENGINEER's fee structure attached as **Exhibit 1** to this Agreement.

6. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and changes.
7. In the event of a substantial change in scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, Paragraph 12 of this Agreement.

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APPENDIX "E"

ADDITIONAL SERVICES OF ENGINEER

- A. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of the basic services of the ENGINEER except to the extent provided otherwise in Appendix "A". These Additional Services will be paid for by the OWNER as indicated in Appendix "D".
 1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in Appendix "A" and Appendix "C".
 2. Providing renderings or models for OWNER's use.
 3. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
 4. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
 5. Furnishing services of independent professional associates and consultants.
 6. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office.
 7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Preparation of revised bid documents for rebidding in the event that bids as received are rejected.
 8. Providing any type of property surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.
 9. Preparation of operating, maintenance and staffing manuals.

10. Additional Services in connection with the project, including services which are to be furnished by OWNER in accordance with Appendix "B" and services not otherwise provided for in this Agreement.
11. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the OWNER.
12. Preparing design plans of temporary sheeting/shoring, as required.
13. Continuous Roadway Lighting per INDOT standards, except as provided herein.
14. Preparation of an environmental document such as a Categorical Exclusion, Environmental Assessment or Environmental Impact Statement.
15. Specialized environmental compliance and/or assessment services including, but not limited to, Section 4(f) Evaluation for land acquisition from public parks, recreational areas, wildlife and waterfowl refuges, and/or historic sites; Section 6(f) Evaluation; wetland delineation; wetland mitigation design and permitting; Section 106 finding of "No Adverse Effect" or "Adverse Effect"; Biological Assessment and consultation under Section 7 of the Endangered Species Act; aquatic or macroinvertebrate survey; Initial Site Assessment and/or Preliminary Site Investigation for hazardous substances and/or ground contamination; detailed traffic noise study; Sole Source Aquifer groundwater assessment; intensive historic structure survey; and/or intensive level (Phase Ib and/or Phase Ic) archaeological investigation.
16. Services resulting from significant changes in the general scope, extent or character of the Project or its design. This could include changes in size or complexity of the project, the OWNER's schedule, character of construction, and method of financing.
17. Services resulting from revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project if not the fault of the ENGINEER.
19. Providing Construction Engineering/Inspection/Observation Services.
20. Preparation of Design Exception requests.
21. Design and plans for retaining walls.
22. Design and plans for staged construction.
23. Right-of-Way engineering, appraising, buying and relocation services.

24. Preparation of a Location Control Route Survey Plat.
25. Preparation of an IDEM – Erosion Control Permit (Rule 5 permit).
26. Bridge and road design beyond that identified in Appendix "A."
27. Preparation for and conducting a design hearing or public information meeting.
28. Perform hydraulic or scour analysis of the Deep River at the Clay Street Bridge.
29. Preparation of an application for an IDEM - 401 Water Quality Certification.
30. Preparation of an application for a Corps of Engineers - Individual Section 404 Permit.
31. Preparation of intergovernmental agreements.

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Order#17 – Agenda #14

In the Matter of L.C. Highway – Road Cut Permit and Certificate of Liability Insurance for Sanitary Sewer Tap – Dewes Excavating, Inc. for Clint Johnson, 149 W. Lakeview Drive, Lowell, Indiana.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway's Road Cut Permit and Certificate of Liability Insurance for Sanitary Sewer Tap – Dewes Excavating, Inc. for Clint Johnson, 149 W. Lakeview Drive, Lowell, Indiana. Motion passed 3-0.

Order#18 – Agenda #15A & B

In the Matter of L.C. Highway – Certificates of Liability Insurance (Monroe Pest Control, Inc.: Rose Cartage Services, Inc.)

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for Monroe Pest Control, Inc. and Rose Cartage Services, Inc. Motion passed 3-0.

Order#19 – Agenda #16

In the Matter of Contract for L.C. Jail – Food Products for the Fourth Quarter of 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Shop Rite Foods, 1413 S. Lake Park, Hobart, IN 46342 for Food Products for the Second Quarter of 2006 upon a motion by DuPey, seconded by Allen, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Food Products for the Fourth Quarter of 2006 for the L.C. Jail, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

SHOP RITE FOODS W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for FOOD PRODUCTS FOR THE FOURTH QUARTER OF 2006 FOR THE LAKE CO. JAIL FOR \$219,482.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 13, 2006

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

SHOP RITE FOODS

Letter of Recommendation:

August 29, 2006

Board of Commissioners
Of the County of Lake
2293 North Main Street
Crown Point, IN 46307

Dear Commissioners

I have tabulated and reviewed the food bids for the fourth quarter of 2006.

The tabulations are indicated on the attached bid forms. I would like to recommend that the Board of Commissioners of the County of Lake award said bid to the following vendors, on the tabulation finding for each class.

SHOP RITE FOODS
1413 S. LAKE PARK
HOBART, IN 46342

We would like to recommend the bid for food in the amount of \$219,482.00

Pen Products turned in an incomplete bid and was disqualified.

Thank you in advance for your consideration.

Sincerely,
Rogelio "Roy" Dominguez
Sheriff of Lake County Indiana

Sincerely,
Caren Jones
Warden of Lake County Jail

Order#20 – Agenda #17 & 18

In the Matter of Proposals: L.C. Jail – Bread and Dairy Products for the Fourth Quarter of 2006.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Sheriff to approve Interstate Brands Co. with \$29,769.00 for the Bread Products for the Fourth Quarter of 2006 and U.S. Food Service with \$24,788.50 for the Dairy Products for the Fourth Quarter of 2006. Motion passed 3-0.

Letter of Recommendation:

August 29, 2006

Board of Commissioners
Of the County of Lake
2293 North Main Street

Order#20 – Agenda #17 & 18 (Cont'd)

Crown Point, IN 46307

Dear Commissioners

I have tabulated and reviewed the bread and dairy proposals for the fourth quarter of 2006.

The tabulations are indicated on the attached bread and dairy proposal forms. I would like to recommend that the Board of Commissioners of the County of Lake award said bid to the following vendors, on the tabulation finding for each class.

INTERSTATE BRANDS CO. We would like to recommend the proposal for bread in the amount of \$29,769.00
7225 SANTA FE DRIVE
HODGKINS, IL 60525

U.S. FOOD SERVICE We would like to recommend the proposal for dairy in the amount of 24,788.50
8723 W. 142ND AVENUE
CEDAR LAKE, IN 46303

Thank you in advance for your consideration.

Sincerely,
Rogelio "Roy" Dominguez
Sheriff of Lake County Indiana

Sincerely,
Caren Jones
Warden of Lake County Jail

Order#21 – Agenda #19

In the Matter of L.C. Surveyor – Extension of the Lease with Marcus Truck Rental Allard for the month of September at the same rate of \$900.00 for the month.

Allen made a motion, seconded by DuPey, to approve the Extension of the Lease between the L.C. Surveyor and Marcus Truck Rental Allard for the month of September at the same rate of \$900.00 for the month. Motion passed 3-0.

Order#22 – Agenda #20

In the Matter of L.C. Surveyor – Request for permission to dispose of a 1998 Chevrolet Van, Vin #2GNE625N8J4126889 and a 1989 5' x 8' Well Cargo box trailer, Vin #1WC200C13K1045585 at the Sheriff's Auction.

Allen made a motion, seconded by DuPey, to approve the L.C. Surveyor's request for permission to dispose of a 1998 Chevrolet Van, Vin #2GNE625N8J4126889 and a 1989 5' x 8' Well Cargo box trailer, Vin #1WC200C13K1045585 at the Sheriff's Auction. Motion passed 3-0.

Order#23 – Agenda #21-23

In the Matter of Proposals for Food, Bread, and Dairy Products for the fourth quarter of 2006 for the L.C. Juvenile Center.

This being the day, time and place for the receiving of proposals for Food, Bread, and Dairy Products for the fourth quarter of 2006 for the L.C. Juvenile Center, the following proposals were received:

DAIRY

Pleasant View Dairy \$2,119.95

BREAD

Alpha Baking co., Inc. LaPorte \$1,938.20
Interstate Brands Corp. \$2,042.50

FOOD

Shop Rite Foods \$23,710.90

DuPey made a motion, seconded by Allen, take the above proposals under advisement and refer to the L.C. Juvenile Center for tabulation and recommendation. Motion passed 3-0.

Order#24 – Agenda #24

In the Matter of Proposals for moving of the voting machines to and from the polling sites for the November 7, 2006 General Election for the L.C. Board of Elections and Registration.

This being the day, time and place for the receiving of proposals for moving of the voting machines to and from the polling sites for the November 7, 2006 General Election for the L.C. Board of Elections and Registration, the following proposals were received:

Ferree Movers & Storage, Inc. \$26.00 for moving ½ the machines – rate of \$95.00/hour
On-Time Transportation \$26.00 per voting machine; \$17.00 infinity voting machines – rate of \$90.00/hour

Allen made a motion, seconded by DuPey, take the above proposals under advisement and refer to the L.C. Board of Elections and Registration for tabulation and recommendation. Motion passed 3-0.

Order#25 – Agenda #6

In the Matter of Proposals: L.C. Building Manager – Replacement of aluminum entrance door located on the South West side of Westwind Manor.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to approve The Lazzaro Companies, Inc. with \$5,060.00 & \$470.00 for the replacement of aluminum entrance door located on the South West side of Westwind Manor. Motion passed 3-0.

Order#26 – Agenda #25

In the Matter of Proposals for a Workstation Book Scanner for the L.C. Recorder.

This being the day, time and place for the receiving of proposals for a Workstation Book Scanner for the L.C. Recorder, the following proposals were received:

Imaging Office Systems	\$33,976.00
Information & Records Assoc.	\$34,000.00

Allen made a motion, seconded by DuPey, take the above proposals under advisement and refer to the L.C. Recorder for tabulation and recommendation. Motion passed 3-0.

Order#27 – Agenda #26A

In the Matter of Proposals: L.C. Fairgrounds – Bathroom Roof Renovations at the L.C. Fairgrounds.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Fairgrounds Superintendent to approve Maris Roofing Company with \$10,200.00 for the Bathroom Roof Renovations at the L.C. Fairgrounds. Motion passed 3-0.

Letter of Recommendation:

September 12, 2006

LAKE COUNTY BOARD OF COMMISSIONERS
ROOSEVELT ALLEN, JR. 1ST DISTRICT
GERRY SCHEUB, 2ND DISTRICT
FRANCES DuPEY, 3RD DISTRICT

RE: Main Restroom Roof Renovations bid recommendation

Honorable Commissioners,

I would like to recommend Maris Roofing Company for the Roof renovation with low bid of \$10,200.00. Another proposal came from Culver Roofing, Inc. (\$13,770.00).

Thank you,
Jeff R. Popka, Superintendent

Order#28 – Agenda #26C

In the Matter of Proposals: L.C. Fairgrounds – Bathroom Plumbing Renovations at the L.C. Fairgrounds.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Fairgrounds Superintendent to approve Gatlin Plumbing & Heating, Inc. with \$39,776.00 for the Bathroom Plumbing Renovations at the L.C. Fairgrounds. Motion passed 3-0.

Letter of Recommendation:

September 12, 2006

LAKE COUNTY BOARD OF COMMISSIONERS
ROOSEVELT ALLEN, JR. 1ST DISTRICT
GERRY SCHEUB, 2ND DISTRICT
FRANCES DuPEY, 3RD DISTRICT

RE: Main Restroom Plumbing Renovations bid recommendation

Honorable Commissioners,

I would like to recommend Gatlin Plumbing & Heating, Inc. for the Plumbing renovation with low bid of \$39,776.00. Other proposals came from Keough Mechanical Corporation (\$66,310.00) and Budget Maintenance & Construction (\$51,480.00).

Thank you,
Jeff R. Popka, Superintendent

Order#29 – Agenda #28

In the Matter of St. John Township Assessor – Consulting Contract for Appraisal Services with Howard Cyrus Realtors, Inc. for Appraisal Services in the amount not to exceed \$2,000.00.

Order#29 – Agenda #28 (Cont'd)

DuPey made a motion, seconded by Allen, to approve the Consulting Contract for Appraisal Services between St. John Township Assessor and Howard Cyrus Realtors, Inc. for Appraisal Services in the amount not to exceed \$2,000.00. Motion passed 3-0.

CONSULTING CONTRACT FOR APPRAISAL SERVICES
FOR ST. JOHN TOWNSHIP ASSESSOR

THIS AGREEMENT, entered into 13th day of September, 2006 Effective from September 13, 2006 to December 31, 2006 by and between Howard Cyrus Relators, Inc., (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of St. John Township Assessor (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Have and maintain the appropriate appraisal licenses during this engagement.
 - B. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
 - C. Perform appraisal services at the direction of the St. John Township Assessor.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant the sum of Two Thousand Dollars (\$2,000.00) Dollars payable thirty 30 days after completion of the project for these appraisal services.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,

Order#29 – Agenda #28 (Cont'd)

- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

HOWARD CYRUS RELATORS
9723 PRAIRIE AVENUE
HIGHLAND, IN 46322
(219) 924-9305

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
ROOSEVELT ALLEN JR.
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
HOWARD CYRUS

ATTEST:

PEGGY KATONA
LAKE COUNTY AUDITOR

Order#30 – Agenda #29

In the Matter of St. John Township Assessor – Consulting Contract for Appraisal Services with Bochnowski Appraisal for Appraisal Services in the amount not to exceed \$3,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract for Appraisal Services between St. John Township Assessor and Bochnowski Appraisal for Appraisal Services in the amount not to exceed \$3,000.00. Motion passed 3-0.

CONSULTING CONTRACT FOR APPRAISAL SERVICES
FOR ST. JOHN TOWNSHIP ASSESSOR

THIS AGREEMENT, entered into 13th day of September, 2006 Effective from September 13, 2006 to December 31, 2006 by and between Bochnowski Appraisal, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of St. John Township Assessor (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Have and maintain the appropriate appraisal licenses during this engagement.
 - C. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).

Order#30 – Agenda #29 (Cont'd)

- iv. Quantity this by quarters of hours (.25 = 15 minutes).
 - C. Perform appraisal services at the direction of the St. John Township Assessor.
- 3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
- 4. **Compensation.** The County agrees to pay the Consultant the sum of Three Thousand Dollars (\$3,000.00) Dollars payable thirty 30 days after completion of the project for these appraisal services.
- 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
- 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) day before the effective date of such termination.
- 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
- 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
- 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
- 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
- 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- 14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
- 15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- 16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

Order#30 – Agenda #29 (Cont'd)

17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

BOCHNOWSKI APPRAISAL
8152 KENNEDY AVENUE
HIGHLAND, IN 46322
(219) 923-1602

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
ROOSEVELT ALLEN JR.
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
TOM BOCHNOWSKI

ATTEST:

PEGGY KATONA
LAKE COUNTY AUDITOR

Order#31 – Agenda #31

In the Matter of L.C. Data Processing – Memorandum of Understanding for an Automated Case Management System with the Town of Merrillville.

DuPey made a motion, seconded by Allen, to approve the Memorandum of Understanding for an Automated Case Management System between the Lake County Data Processing and the Town of Merrillville. Motion passed 3-0.

**MEMORANDUM OF UNDERSTANDING
FOR AN AUTOMATED CASE MANAGEMENT SYSTEM**

This Memorandum of Understanding (Agreement) is made and entered into by and between the City/Town Court and Clerk of the City/Town of **Merrillville**, (Court/Clerk) and the County of Lake, through the Lake County Board of Commissioners and the Lake County Council (County):

RECITALS

- WHEREAS, the Court is the properly established Court and the Clerk is the officially elected Clerk of the Court of the City/Town of **Merrillville**; and
- WHEREAS, the Lake County Board of Commissioners is the executive of Lake County, Indiana, and the Lake County Council is the legislative and fiscal body of Lake County, Indiana; and
- WHEREAS, in 2004, 28,600 infractions were filed in Lake Superior Court, County Divisions I, II, III and IV, and the automated case management system utilized by the courts permitted the timely electronic transmission of information on traffic infractions to the Indiana Bureau of Motor Vehicles (BMV) as required by current law; and
- WHEREAS, in 2004, 43,067 infractions were filed in the ten city and town courts in Lake County, which courts have no means of electronically transmitting information on traffic infractions to the BMV; and
- WHEREAS, Lake County desires to assist the city and town courts of Lake County to transmit traffic infraction and selected information to the BMV; and
- WHEREAS, the Indiana Supreme Court and its Judicial Technology Automation Committee (JTAC) has responded favorably to the request of the Lake Superior Courts to assist and enable the ten city and town courts in Lake County to electronically transmit information to the BMV as required by current Indiana law; and
- WHEREAS, the Indiana Supreme Court in conjunction with the BMV has received a federal grant to be used to improve the transmission to the BMV of information on certain traffic information; and
- WHEREAS, the Indiana Supreme Court has decided that subject to a definite grant agreement between the Supreme Court, Lake County and participating city and town courts, the Supreme Court contemplates making a grant to Lake County in the amount of Two Hundred Seventy-Seven Thousand Seven Hundred and One (\$277,701.00) Dollars to be used by Lake County to assist the cities and towns of Crown Point, East Chicago, Gary, Hammond, Hobart, Lake Station, Lowell, Merrillville, Schererville and Whiting, to establish an automatic case management system to be used by each

city and town court to permit the timely electronic transmission to the BMV as required by current law; and

WHEREAS, the County will assist the city and town courts in the following areas related to the timely electronic transmission to the BMV of relevant information on traffic infraction cases:

1. New hardware;
2. Maximus/CourtView software licenses;
3. Training;
4. Software annual maintenance - first year only;
5. Annual T-1 or DSL line expense - first year only.

NOW, THEREFORE, IN CONSIDERATION OF THE foregoing representations and covenant hereinafter set forth, the parties agree as follows:

1. Authority. The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. Term of Agreement. The term of this Agreement shall be from **the date of signing** through **December 31, 2006**, and shall automatically renew each year unless the Court/Clerk or County notifies in writing the other party of its termination at least 60 days before the end of the current term.
3. Purpose of Agreement. The purpose of this Agreement is for the County to assist the City and Town Courts and Clerks in the following areas in order to timely electronically transmit to the BMV relevant information on traffic infraction cases heard by the City and Town Courts:
 - A. New Hardware;
 - B. Maximus/CourtView software licenses;
 - C. Training;
 - D. Software annual maintenance - first year only;
 - E. Annual T-1 or DSL line expense - first year only.
4. Functions and Services. The following specific functions and services are to be performed or furnished by the County on behalf of the **Merrillville** Court/Clerk:
 - A. **Eight (8)** Maximus automatic case management system/CourtView licenses;
 - B. **Eight (8)** terminal server licenses;
 - C. First year annual support fee for **eight (8)** Maximus licenses;
 - D. Purchase and installation of a T-1 router or DSL line at a cost not to exceed **\$0**;

- E. Up to four (4) hours of training for each of **eight (8)** staff members of the Court/Clerk;
 - F. T-1 or DSL line charges for one year to vendor (SBC or Qwest);
 - G. The following other equipment:
 - i.) Printers: **One**;
 - ii) Personal computers: **None**;
 - iii) Other: **None**.
5. Data Conversion. It is expressly agreed that any data conversion from the current data processing system used by the Court/Clerk to the CourtView system shall be the sole option and financial responsibility of the Court/Clerk. The County shall provide no funding for such data conversion.
6. Responsibilities and Duties of the Court/Clerk. The Court/Clerk agrees as follows:
 - A. To permit access for Lake County employees or their designees to install equipment, test systems, on premises, if necessary, and to train employees of the clerk and court;
 - B. To only use the network, system, and equipment according to the best practices as defined and modified by Lake County and the Lake County Data Processing Agency or its assignee;
7. Fees. The Court/Clerk agrees to pay the following fees to the County within 45 days of invoice date for the listed services:
 - A. Miscellaneous start-up expenses incurred over and above the items or amounts listed in paragraph number 4;
 - B. T-1 or DSL line costs after the first year;
 - C. Maximus annual automated case management systems/CourtView support fees after the first year;
 - D. Other equipment and training as required by the City/Town Court and not covered in this Agreement.
8. Effective Date and Commencement of Terms. This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all the parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, have entered into this Memorandum of Understanding; and having read and understood the foregoing terms of this Memorandum of Understanding, the Court/Clerk and the County do by their respective signatures dated below agree to such terms.

COUNTY OF LAKE:

By: Gerry J. Scheub
Gerry J. Scheub
President County Commissioners

Date: 9-13-06

By: Roosevelt Allen, Jr.
Roosevelt Allen, Jr.
County Commissioner

Date: 9-13-06

By: Frances DuPey
Frances DuPey
County Commissioner

Date: 9-13-06

COUNTY OF LAKE:

By: Will A. Smith, Jr.
Will A. Smith, Jr.
President, County Council

Date: 9/12/06

By: Ron Tabaczynski
Ron Tabaczynski
County Councilman

Date: 9/12/06

By: _____
Larry Blanchard
County Councilman

Date: _____

By: Thomas O'Donnell
Thomas O'Donnell
County Councilman

Date: 9/12/06

By: Christine Cid
Christine Cid
County Councilwoman

Date: 9/12/06

By: Elsie Franklin
Elsie Franklin
County Councilwoman

Date: 9/12/06

By: Donald Potrebic
Donald Potrebic
County Councilman

Date: 9/12/06



COURT/CLERK

By: Honorable George C. Paras
Honorable George C. Paras
Judge, Merrillville Town Court

Date: 8-11-06

By: _____
Clerk of the Court

Date: _____

Order#32 – Agenda #32

In the Matter of Proposals for a New Portable Screening Plant for L.C. Public Works.

This being the day, time and place for the receiving of proposals for a New Portable Screening Plant for L.C. Public Works, the following proposals were received:

United Lift Truck	\$24,990.00	\$26,200.00	\$34,590.00
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DuPey made a motion, seconded by Allen, to accept the recommendation of the Public Works Director to approve United Lift Truck Equipment, Inc. with \$24,990.00 for a New Portable Screening Plant. Motion passed 3-0.

Order#33 – Agenda #34

In the Matter of Proposals for Asbestos Risk Assessment for the Consulting Engineer.

This being the day, time and place for the receiving of proposals for Asbestos Risk Assessment for the Consulting Engineer, the following proposals were received:

Vam Labs, Inc.	\$16,820.00
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DuPey made a motion, seconded by Allen, to accept the recommendation of the Consulting Engineer to approve, with the contingent of the funding, Vam Labs, Inc. with \$16,820.00 for Asbestos Risk Assessment. Motion passed 3-0.

Order#34 – Agenda #36

In the Matter of E-9-1-1: Gary Police Department.

Allen made a motion, seconded by DuPey, to approve the E-9-1-1 - Gary Police Department in the amount of \$20,000.00 for various computers, monitors, and equipment needed for the 9-1-1 Center. Motion passed 3-0.

Order#35 – Agenda #24

In the Matter of Proposals: L.C. Board of Elections and Registration – moving of the Voting Machines to and from the polling sites for the November 7, 2006 General Election.

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Board of Elections and Registration to approve Ferree Movers & Storage, Inc. with \$26.00 - 464 machines, \$17.00 infinity machines at \$95.00/hour and On-Time Transportation with \$26.00 - voting machine, \$17.00 infinity voting machines at \$90.00/hour for the moving of the Voting Machines to and from the polling sites for the November 7, 2006 General Election. Motion passed 3-0.

Order#36 – Agenda #30

In the Matter of L.C. Treasurer – Consulting Contract with Adreas Kyres for Contract Attorney Services for the period of September 13, 2006 to December 31, 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Treasurer and Adreas Kyres for Contract Attorney Services for the period of September 13, 2006 to December 31, 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 2-1, Commissioner DuPey against.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 13th day of September, 2006 Effective from September 13, 2006 to December 31, 2006 by and between ANDREAS KYRES, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings.
 - Consultant shall devote such hours as are necessary to perform the service listed above.
 - Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - Consultant shall include the following detailed information on invoices:
 - Indicate date of service.
 - Specify activities in detail to include with whom Consultant met and what work was done.
 - Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - Quantity this by tenths of hours (.10 = 6 minutes).
- Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

Order#36 – Agenda #30 (Cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Five Thousand Dollars (\$25,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegals costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules or professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of lake, or any of it's elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

Order#36 – Agenda #30 (Cont'd)

17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

ANDREAS KYRES
3363 WILLOWCREEK ROAD
PORTAGE, IN 46368
(219) 763-0754

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
FRANCES DuPEY
GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

CONSULTANT:
ANDREAS KYRES
ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#37 – Agenda #35D

In the Matter of Property Sales: Summary Report of Commissioner's Sale.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Summary Report of the Lake County Board of Commissioner's Sale August 16, 2006 (Total in Sales \$34,300.00; Total in excess of opening bids was \$27,900.00. The totals reflect the sales of 128 properties). Motion passed 3-0.

Order#38

Allen made a motion, seconded by Scheub, to move Agenda Item #38 & 39 ahead of Agenda Item #37. Motion passed 2-1, Commissioner DuPey against.

Order#39 – Agenda #38

In the Matter of Indiana Small Business Purchasing Policy.

Allen made a motion, seconded by Scheub, to approve the Indiana Small Business Purchasing Policy. Motion passed 2-1, Commissioner DuPey abstain.

SMALL BUSINESS PURCHASING POLICY

INTRODUCTION

The policy of the Board of Commissioners is to aid Indiana Small Businesses in obtaining Lake County contracts. The program is authorized by State Statute.

EXECUTIVE SUMMARY

This purchasing program has two components designed specifically to help Indiana and Lake County small businesses receive contracts. The two components are as follows:

1. The Indiana Small Business Preference is a program which offers a 15% price preference to qualified Indiana Small Businesses.
2. The Indiana Small Business Set-Aside is a program which establishes company size limits standards defining who is eligible to bid for the products that are set-aside.

INDIANA SMALL BUSINESSES

1. **THE BUSINESS MUST BE LOCATED IN INDIANA.** The criteria for being located in Indiana include any of the following:
 - a. A business whose principal place of business is located in Indiana.
 - b. A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
 - c. A business that employs Indiana residents as a majority of its employees.
 - d. A business that makes significant capital investments in Indiana.
 - e. A business that has a substantial positive economic impact on Indiana.
2. **THE BUSINESS MUST BE A SMALL BUSINESS.** The criteria for being a small business are as follows:
 - a. Is independently owned and operated;
 - b. Is not dominant in its field of operation; and
 - c. Satisfies the following sales or employment
 - i. A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year.
 - ii. A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employees no more than 25 persons.

- iii. A retail business or a business selling services with annual sales and receipts of \$500,000 or less.
- iv. A manufacturing business which employs no more than 100 persons.
- v. A construction business if its average annual receipts for the preceding three (3) fiscal years are less than four million dollars (\$4,000,000).

INDIANA SMALL BUSINESS PREFERENCE

To be eligible to claim the Indiana Small Business Preference, the bidder or quoter must first be an Indiana Small Business as defined in the previous section.

Lake County offers a 15% price preference to qualified Indiana Small Businesses.

A price preference is offered to allow certain types of Indiana businesses and businesses that offer certain types of products to be able to compete for the County's business while taking into consideration a preference. If a bidder claims a price preference, a given percentage will be deducted from the price of the item or items that meet the criteria for that preference, and the newly figured prices will be used for evaluation purposes to determine who should receive the award. If such a bidder claiming a price preference receives an award, the original quoted amount will be paid for the products or services.

The 15% price preference must be claimed on County Form 5.

INDIANA SMALL BUSINESS SET-ASIDE PROGRAM

The Indiana Small Business Set-Aside Program was put in place to promote the growth and success of small businesses. Certain supplies, goods, machines and equipment are set-aside and the only possible bidder or quoter is an Indiana Small Business. All other bidders or quoters are ineligible.

The only business that is eligible to bid or quote under the set-aside program is an Indiana Small Business. The bidder or quoter of any business that is not an Indiana Small Business under the set-aside program will be rejected.

The following items are being designated for the small business set-aside program.

1. Printing.
2. Office Supplies.
3. Landscaping.
4. Exterminating.
5. Window Washing
6. Floor Cleaning and Waxing.

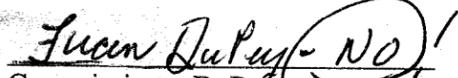
7. Carpet Cleaning.
8. Electrical Repair.
9. Light Construction.
10. Parking lot and detail asphalt sealing.

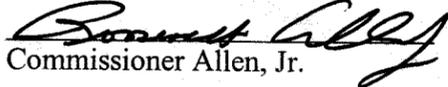
CONTACT PERSONS

The Board of Commissioners Administrative Assistant, is the person responsible for carrying out the two programs listed above. The actual procurement process will operate under the supervision of the Lake County Purchasing Agent. They can be reached at the Government Complex Center, 2293 North Main Street, Third Floor, Crown Point, Indiana 46307, telephone 219-755-3200, fax 219-755-3064.

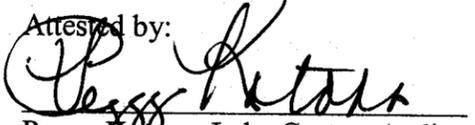
This policy is enacted this 13 day of September, 2006.


Commissioner Scheub


Commissioner DuPuy


Commissioner Allen, Jr.

Attested by:


Peggy Katona, Lake County Auditor

Order#40 – Agenda #39

In the Matter of Public Works Hiring Policy for Women and Minorities.

DuPey made a motion, seconded by Allen, to defer the Public Works Hiring Policy for Women and Minorities. Motion passed 3-0.

Order#41 – Agenda #37A-G

In the Matte of Revised County Forms 1 thru 7 – Bidders Packet; Forms 8 thru 14 – Quoters Packet; Form 15 – Specifications for the return of Bids for Suppliers, Materials, Service, Equipment and other Tangible Items; Form 16 – Specifications for Public Construction; Form 21 – Specification for the return of Bids for Food, Bread & Dairy Products for Various Institutions; Revised County Form 22 – Specifications for the return of Proposals for Supplies, materials, Service, Equipment and other Tangible Items; Revised County Form 23 – Specifications for the return of Proposals for Food, Bread & Dairy Products for Various County Institutions.

DuPey made a motion, seconded by Allen, to defer the Revised County Forms 1 thru 7 – Bidders Packet; Forms 8 thru 14 – Quoters Packet; Form 15 – Specifications for the return of Bids for Suppliers, Materials, Service, Equipment and other Tangible Items; Form 16 – Specifications for Public Construction; Form 21 – Specification for the return of Bids for Food, Bread & Dairy Products for Various Institutions; Revised County Form 22 – Specifications for the return of Proposals for Supplies, materials, Service, Equipment and other Tangible Items; Revised County Form 23 – Specifications for the return of Proposals for Food, Bread & Dairy Products for Various County Institutions. Motion passed 3-0.

Order#42 – Agenda #40

In the Matter of Commissioners' Order – Establishment of the "Buy Lake County Program".

DuPey made a motion, seconded by Allen, to table the Commissioners' Order – Establishment of the "Buy Lake County Program". Motion passed 3-0.

Order#43 – Agenda #42

In the Matter of Board of Commissioners of the County of Lake Resolution concerning expenditures from the Family and Children Fund.

DuPey made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Resolution concerning expenditures from the Family and Children Fund. Motion passed 3-0.

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

LAKE COUNTY COMMISSIONERS
RESOLUTION NO. 06-10

Whereas the Lake County Board of Commissioners as this County's executive body does not have oversight of expenditures from the Family and Children Fund;

Whereas neither the fiscal body, legislative body nor executive body of any county government have oversight of expenditures from the Family and Children Fund;

Whereas, Indiana Code 12-19-7 requires county fiscal bodies to establish the property tax rate to fund the Family and Children Fund appropriations;

Whereas, the expenditures form the county Family and Children Fund are approved by a state employee, the county welfare director;

Whereas, we support reducing reliance on property taxes for state administered programs;

Whereas, the possible benefits of implementing state funding to ease the current burdens on property taxes and provide for more uniform funding for children in need of services throughout the state;

Therefore, be it resolved by the Lake County Commissioners;

SECTION 1. That the Indiana General Assembly devise a plan to fully fund the Family and Children Fund

SECTION 2. That the 2007-09 biennial budget, at a minimum, pay for increased expenditures for the Family and Children Fund for expenditure above the 2007 county council approved budgets

SECTION 3. That the county auditor mail a copy of this resolution to the Governor of the State of Indiana, the legislative delegation representing Lake County and the Juvenile Court Judge(s) in our county.

Gerry J. Scheub, President
Frances DuPey
Roosevelt Allen, Jr.

Attest:
Peggy Katona, Lake County Auditor

Order#44 – Agenda #41

In the Matter of Policy concerning all Employees who drive County vehicles when off duty.

DuPey made a motion to table the Policy concerning all Employees who drive County vehicles when off duty. This motion dies for a lack of a second.

Allen made a motion, seconded by Scheub, to defer the Policy concerning all Employees who drive County vehicles when off duty. Motion passed 2-1, Commissioner DuPey abstain.

Order#45 – Agenda #43

In the Matter of East Chicago Building Department letter dated August 17, 2006 concerning 1900-02 Broadway, East Chicago.

Allen made a motion, seconded by DuPey, to defer the East Chicago Building Department letter dated August 17, 2006 concerning 1900-02 Broadway, East Chicago. Motion passed 3-0.

Order#46 – Agenda #44

In the Matter of Letter from Laszlo & Popp PC dated August 17, 2006 concerning Settlement of Tax Appeals and Agreement concerning Allocation of Settlement Proceeds.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Letter from Laszlo & Popp PC dated August 17, 2006 concerning Settlement of Tax Appeals and Agreement concerning Allocation of Settlement Proceeds. Motion passed 3-0.

Order#47 – Agenda #45

In the Matter of LAILAW Lease Extension for the period of September 1, 2006 to August 31, 2007 up from \$8,000.00 per month to \$9,000.00 per month to the County of Lake.

DuPey made a motion, seconded by Allen, to approve the LAIDLAW Lease Extension for the period of September 1, 2006 to August 31, 2007 up from \$8,000.00 per month to \$9,000.00 per month to the County of Lake. Motion passed 3-0.

Order#48 – Agenda #46

In the Matter of L.C. Board of Commissioners - Month to Month Lease Agreement with Hammond Development Corporation at the rate of \$6,000.00 per month.

DuPey made a motion, seconded by Allen, to approve the Month to Month Lease Agreement between the L.C. Board of Commissioners and Hammond Development Corporation at the rate of \$6,000.00 per month. Motion passed 3-0.

**MONTH TO MONTH
LEASE AGREEMENT**

THIS LEASE AGREEMENT, is entered as of the 13 day of September 2006, by and between **HAMMOND DEVELOPMENT CORPORATION**, an Indiana non-profit corporation holding 501(C)(3) status under Internal Revenue Code, hereinafter referred to as "Lessor" and **LAKE COUNTY COMMISSIONERS**, hereinafter referred to as "Lessee".

Recitals

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from the Lessor the premises situated at 219 Russell Street, Hammond, Lake County, Indiana, more particularly described as the Fourth Floor of 219 Russell Street, Hammond, Indiana.

**ARTICLE 1. TERM
Term of Lease**

Section 1.01. The term of this lease shall be a month to month tenancy beginning on the 1st day of September, 2006. Either party shall be entitled to terminate this Lease Agreement by providing the other party thirty (30) days written notice of the same.

**ARTICLE 2. RENT
Basic Rent**

Section 2.01. Lessee agrees to pay to Lessor, at 5246 Hohman Avenue, Hammond, Indiana, 46320, without any prior demand therefore and without any deduction or setoff whatsoever, basic rent in the amount of Six Thousand (\$6,000.00) Dollars per month, the first installment payable on the 1st day of September, 2006, and each installment thereafter in advance on the 1st day of the month and as may be increased from time to time as set forth upon Exhibit "A" hereto. The foregoing notwithstanding, the Lessor agrees to abate the first two (2) months' rent due and payable under this lease, if the Lessee is otherwise in full compliance with this Lease.

Late Charges

Section 2.02. The failure to pay any rent due hereunder by the 5th day of the month shall cause the assessment against tenant of a late charge equal to \$10.00. The aforesaid "5th day" shall be extended proportionally in the event Lessor observes a holiday on a normal business day during the first five calendar days of any month. The foregoing charge shall be in addition to any others as may be imposed by this lease including interest at the rate of eighteen percent (18%) for any rent past due for greater than fifteen (15) days.

ARTICLE 3. MAINTENANCE, WASTE AND NUISANCE

Section 3.01. Lessor shall at its expense and risk maintain the roof, foundation, plumbing both concealed and unconcealed, and utility lines to point of attachment to the building, and the structural soundness of the building (including all walls and columns). Lessor shall maintain all common areas including the elevator, will provide cleaning services for the common areas and be responsible for any repairs necessitated by forces from the exterior of the building, including repair and maintenance of exterior windows. For this purpose, a "lease year" begins the first day of January and ends the last day of December.

Lessor shall maintain the exterior of the premises, including snow removal, landscaping, and maintenance of the exterior walls of the premises.

Lessee shall at its expense and risk maintain all other elements of the premises, including cleaning of its own space.

Waste and Nuisance

Section 3.02. Lessee shall throughout the lease term maintain the premises and keep them free from waste or nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. Furthermore, Lessee shall not use, store, or maintain any hazardous substances within the leased premises except those substances that are common office supplies, cleaning materials used around and about offices or within equipment/devices used in the normal course of business. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right after ten (10) days written notice from Lessor to cure, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date. Lessee agrees to be responsible for the conduct of its employees, customers and clients and will provide such supervision or oversight as may be necessary so that the other occupant(s) within the building will be free of interference with the conduct of their businesses.

ARTICLE 4. OBLIGATIONS OF LESSOR AND LESSEE
Real Estate Taxes

Section 4.01. Lessor shall pay all real estate taxes and Lessee shall have no further obligation with respect to same except through payment of rent. However, Lessee shall be responsible for all personal property taxes associated with the property belonging to Lessee.

Alterations, Additions and Improvements

Section 4.02. Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural interior alterations, additions, or improvements shall not unreasonably be withheld by Lessor. Lessee shall have the right at all times to erect or install shelves, bins, office equipment, and trade fixtures, for use in connection with the uses and purposes for which the premises are let, provided that Lessee complies with all applicable laws, ordinances, and governmental regulations. It is agreed that Lessor shall make the improvements set out on Exhibit "B" hereto on Lessee's behalf. Lessee shall have the right to remove, at the termination of this lease, such items so installed, prior to the termination of this lease, and shall repair any damage caused by such removal.

All alterations, additions, or improvements made by Lessee which cannot be reasonably separated from the premises shall become the property of Lessor at the termination of this lease. Lessee shall timely pay all contractors and keep the premises free from liens and encumbrances of any kind. All contractors hired by Lessee shall have and maintain Worker's Compensation insurance in statutory amounts, liability insurance of an amount no less than \$1 million/\$3 million dollars and property damage insurance no less than \$300,000.00. Lessee shall furnish Certificates of Insurance showing the required insurance to Lessor prior to the commencement of any work in the premises. Lessor shall be an additional named insured on all such policies.

Signs

Section 4.03. There exists centralized and coordinated signage and therefore Lessee shall install only those signs as are specifically authorized by Lessor, in the sole discretion of Lessor, from time to time and Lessee shall remove all such signs at termination and Lessee shall remove any unauthorized individual signs at the termination of this Lease and shall repair any damage and close any holes cause by removal.

ARTICLE 5. INDEMNITY AND INSURANCE

Hold-Harmless Clause

Section 5.01. Lessee agrees to indemnify and hold Lessor free and harmless from any and all claims, liability, loss, damage, costs or expenses resulting from Lessee's occupation and use of said premises, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Lessee or any person which is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of the interior of said premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of the Lessee on said premises;

(b) Any work performed on said premises or materials furnished to said premises at the instance or request of Lessee or any agent or employee of Lessee; and

(c) Lessee's failure to perform any provision of this lease or to comply in its use or occupancy of the premises with any requirement of law, regulation, or requirement, including any requirement imposed on Lessor or the leased premises by any law, regulation or requirement, or duly authorized governmental agency or political subdivision.

Liability Insurance

Section 5.02. Lessee shall, at its own cost and expense, secure within ten (10) days and maintain during the entire term of this lease and any renewals or extensions of such term, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of said premises under this lease, in amounts not less than:

(a) \$1,000,000.00 single limit of liability.

Lessee shall cause Lessor to be named in all such policies of insurance as an additional named insured.

Fire Insurance

Section 5.03. Lessor agrees to purchase and keep in force and effect insurance on the shell building against fire, vandalism, malicious mischief, and such other risks as may be included in extended coverage insurance from time to time available.

Lessee shall have responsibility for provision of any insurance for protection of its own goods and chattels including but not limited to protection from loss of any improvements added by Lessee or any personal property of Lessee.

ARTICLE 6. DEFAULTS AND REMEDIES

Default by Lessee

Section 6.01. Should Lessee default in the performance of any of the covenants or conditions contained in this lease, or abandon the leased premises, Lessee shall have breached the lease and Lessor may, in addition to the remedies specified in subparagraph (b) of Section 6.03 of this lease, upon five (5) days written notice to cure in the case of default in payment of rent, and upon ten (10) days written notice to cure in all other events of breach, reenter and regain possession of said premises in the manner provided by the laws of the State of Indiana then in effect.

Insolvency of Lessee

Section 6.02. The insolvency of Lessee, as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Lessee, or the making of a general assignment for the benefit of creditors by Lessee, shall terminate this lease and entitle Lessor to reenter and regain possession of said premises.

Remedies of Lessor

Section 6.03. Should Lessee breach this lease or abandon the leased premises prior to the stated expiration of the term of this lease, Lessor may elect to:

(a) Continue this lease in effect by not terminating Lessee's right to possession of said premises, in which event Lessor shall be entitled to enforce all its rights and remedies under this lease so long as Lessee remains in actual physical possession of the premises, including the right to recover the rent specified in this lease as it becomes due under this lease; or

(b) Terminate this lease and recover from Lessee the rental as specified herein until such time as the premises are released.

Cumulative Remedies

Section 6.04. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed or elsewhere provided in this lease.

Waiver of Breach

Section 6.05. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

ARTICLE 7. INSPECTION BY LESSOR

Section 7.01. Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

**ARTICLE 8. ASSIGNMENT AND SUBLEASE
Assignment and Subletting by Lessee and Mortgages**

Section 8.01. Lessee shall not have the right to assign this lease.

Section 8.02. RESERVED.

Mortgage Subordination

Section 8.03. This lease is subject and subordinate at all times to the lien of existing and future mortgages on the leased premises. Although no instrument or act by Lessee shall be necessary to effectuate such subordination, Lessee shall, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages, and estoppel certificates, desired by the mortgagee. Upon default of Lessor under any mortgage, Lessee shall be entitled to retain possession of the premises so long as Lessee is not in default with respect to any provision of this lease.

ARTICLE 9. DESTRUCTION **Partial Destruction**

Section 9.01. Should said premises or the building on said premises be partially destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee, this lease shall continue in full force and effect and Lessor, at Lessor's own cost and expense, shall promptly commence the work of repairing and restoring said premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within 120 working days at a cost not exceeding 75% of the total replacement cost of said premises.

Total Destruction

Section 9.02. Should said premises or the building on said premises be so far destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee that they cannot be repaired or restored to their former condition within 120 working days or at a cost not less than 75% of the total replacement cost of said premises, Lessor may at Lessor's option either:

- (a) Continue this lease in full force and effect by repairing and restoring, at Lessor's own cost and expense, said premises to their former condition; or
- (b) Terminate this lease by giving Lessee written notice of such termination.

Insurance Proceeds

Section 9.03. Any insurance proceeds received by Lessor or Lessee because of the total or partial destruction of the premises or the building on said premises shall be the sole property of the Lessor, provided, however they shall be used by the Lessor for the fulfillment of duties to restore or rebuild hereunder, if any. However, in the event that Lessor should elect not to rebuild after a major loss pursuant to Section 9.01 or Section 9.02 hereof, after deducting such sums as may be necessary to remove and dispose debris (attributable to the leased premises) Lessor shall turn over such of the unused sums to Lessee that remain of the proceeds from the property damage policy provided by Lessee.

Abatement of Rent

Section 9.04. Should Lessor be required under Section 9.01 to repair and restore said premises to their former condition following total or partial destruction of said premises or the building on said premises:

(a) Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restorations except through insurance that Lessee might, at its option, purchase for its benefit;

(b) Lessor shall have full right to enter said premises and take possession of so much of said premises, including the whole of said premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration; and

(c) The rent payable by Lessee to Lessor pursuant to Section 2.01, shall continue through the term of this lease until there is an event of termination and Lessee shall provide business interruption insurance for the payment of any rent that might be due during a period of interruption of use for any cause. Lessee shall provide Lessor with due evidence of such insurance.

ARTICLE 10. CONDEMNATION Total Condemnation

Section 10.01. Should, during the term of this lease or any renewal or extension thereof, title and possession of all of said premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this lease shall terminate as of 12:01 A.M. of the date actual physical possession of said premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations, except those specified in Section 10.04, under this lease.

Termination Option for Partial Condemnation

Section 10.02. Should, during the term of this lease or any renewal or extension thereof, title and possession of only a portion of said premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Lessee may, at Lessee's option, terminate this lease if more than 25% of the rentable area or more than 25% of the value of said premises is taken under the power of eminent domain or greater than 50% of parking spaces of Lessee are taken. Lessee shall exercise his option by giving written notice to Lessor within 30 days after actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power. This lease shall terminate as of 12:01 A.M. of the date the notice is deemed given to Lessor but the rent specified in Section 2.01 shall be reduced in the manner specified in Section 10.03 from the date of taking to the date of termination of the lease.

Partial Condemnation Without Termination

Section 10.03. Should Lessee fail to exercise the option described in Section 10.02 or should the portion of said premises taken under the power of eminent domain be insufficient to give rise to the option described in Section 10.02, then, in that event:

- (a) This lease shall terminate as to the portion of said premises taken by eminent domain as of 12:01 A.M. of the day, herein called the "date of taking," actual physical possession of that portion of said premises is taken by the agency or entity exercising the power of eminent domain;
- (b) The rent specified in Section 2.01 shall, after the date of taking, be reduced by an amount that bears the same ratio to the minimum rent specified in Section 2.01 that the square footage of the portion of the leased premises taken under the power of eminent domain bears to the total square footage of the leased premises as of the date of this lease; and
- (c) Lessor, at Lessor's own cost and expense, shall remodel and reconstruct the premises remaining not taken by eminent domain into an efficient architectural unit as soon after the date of taking, or before, as can be reasonably done; provided, however, that the minimum rent, specified in this lease shall be adjusted.

Condemnation Award

Section 10.04. Should, during the term of this lease or any renewal or extension thereof, title and possession of all or any portion of said premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the portion of the compensation or damages for the taking awarded to each of the parties to this lease shall belong to and be the sole property of the party to whom it is awarded. Lessee shall be entitled to that portion of the compensation or damages awarded for the eminent domain taking that represents: (1) the reasonable value of Lessee's rights under this lease for the unexpired term of this lease and option terms whether exercised or not and (2) the cost or loss sustained by Lessee because of the removal of Lessee's merchandise, trade fixtures, equipment, and furnishings from the portion of said premises taken by eminent domain.

Arbitration of Condemnation Award

Section 10.05. Should separate awards not be made to Lessor and Lessee for the taking by eminent domain of all or any portion of said premises, and should Lessor and Lessee be unable to agree on the manner in which the total award is to be divided between them pursuant to Section 10.04, the proper division of the award between Lessor and Lessee shall be settled by arbitration. Each party shall appoint an arbitrator and two arbitrators so appointed shall, within thirty (30) days after both have been appointed, select a third arbitrator. All costs of arbitration shall be apportioned equally between Lessor and Lessee. The decision of any two of the three arbitrators in writing shall be binding on both Lessor and Lessee. Should no two arbitrators be able to agree within thirty (30) days after appointment of the third arbitrator, the report of the arbitrator most favorable to Lessor and the report of the arbitrator most favorable to Lessee shall

both be disregarded and the report of the remaining arbitrator shall be binding on both Lessor and Lessee. Should either Lessor or Lessee fail to appoint an arbitrator within fifteen (15) days after receiving written notice from the other to so do, the arbitrator selected by the other party shall act for both and his decision in writing shall be binding on both Lessor and Lessee.

ARTICLE 11. MISCELLANEOUS Notices and Addresses

Section 11.01. All notices provided to be given under this agreement shall be deemed given by delivery in hand, by certified mail or registered mail upon deposit in the U.S. mail with sufficient postage affixed, or by delivery to a recognized national express carrier, addressed to the proper party, at the following addresses:

Lessor: Hammond Development Corporation
 Attn: Executive Director
 5246 Hohman Avenue
 Hammond, IN 46320

Lessee: Lake County Commissioners
 Attn: John Dull, Esq.
 219 Russell Street, Fifth Floor
 Hammond, IN 46320

Parties Bound

Section 11.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Applicable Law

Section 11.03. This agreement shall be construed under and in accordance with the laws of the State of Indiana, both procedural and substantive.

Legal Construction

Section 11.04. In case of any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof

and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement of the Parties

Section 11.05. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it.

Amendment

Section 11.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

Section 11.07. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

Section 11.08. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Attorney's Fees

Section 11.09. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

Section 11.10. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

Section 11.11. Time is of the essence of this agreement.

Building Rules and Regulations

Section 11.12. The rules as attached hereto and as may be modified from time to time by Lessor, are included herein and made a part hereof as if set forth at length.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR: HAMMOND DEVELOPMENT CORPORATION

By: _____, Chairman

ATTEST:

_____, Secretary

LESSEE:

The undersigned represent and warrant that they are authorized by Lessee and have been given authority to execute this Lease.

LESSEE: LAKE COUNTY COMMISSIONERS

By: Frances DuPey

ATTEST:

Peggy Katona
Peggy Katona, Lake County Auditor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPey
Boonville
Devin Schuch
APPROVED THIS 14 DAY OF Sept 2006

**EXHIBIT "A"
RENTAL RATE INCREASES**

The basic monthly rent shall be increased every year during the lease term or any extension thereof by multiplying the sum of Six Thousand and 00/100ths (\$6,000.00) Dollars by a fraction, the numerator of which is the Consumer Price Index for urban consumers computed for the District of Chicago, Illinois and Northwestern Indiana, and published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September in the year of the increase and the denominator of which is the Consumer Price Index for urban consumers computed for the District of Chicago, Illinois and Northwestern Indiana, and published by the United States Department of Labor, Bureau of Labor Statistics, for September, 2005. Should the above Index be discontinued, then the closest similar system as promulgated by the United States Federal Government shall be used in substitution therefore.

EXHIBIT "B"

Below listed is a general description of the improvements to be added within the leased premises in conformity with the plans and specifications as developed by Lessor.

Lessor:

1.

Lessee:

1.

Order#49 – Agenda #47

In the Matter of Senior Citizens Organization from Winfield Township request for 5 to 10 obsolete computers.

DuPey made a motion, seconded by Allen, to approve the Senior Citizens Organization from Winfield Township request for 5 to 10 obsolete computers. Motion passed 3-0.

Order#50 – Agenda #49

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, September 13, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, September 13, 2006 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order#51 – Agenda #50

In the Matter of Vendor Qualification Affidavits.

DuPey made a motion, seconded by Allen, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

MATTHEWS AND SONS ELECTRIC CO.
 ALLMAND BROTHERS, INC.
 BOUND TREE MEDICAL, LLC
 DTC COMMUNICATIONS, INC.
 EXTRICATION SOLUTIONS LLC
 SCIENTIFIC SALES, INC.
 SUPERCIRCUITS
 CHILD PROTECTIVE SERVICES, DEPARTMENT OF PEDIATRICS UNIVERSITY OF CHICAGO HOSPITAL
 DUBOIS, CHERI
 SHAKU S. TEAS M.D.
 NATIONAL REGISTRY OF ENVIRONMENTAL PROFESSIONALS
 B & E MARINE, INC.
 C & K X-RAY EQUIPMENT
 INVENTORY TRADING COMPANY
 PAUL NYONGANI M.D.
 SUNTI MEDICAL CORPORATION
 LOSURDO, INC.
 MASTERCRAFT MARINE
 VALPARAISO AUTO & TRAILER SALES, INC.

Order#52 – Agenda #51

In the Matter of Service Agreements.

DuPey made a motion, seconded by Allen, to approve the following Service Agreements. Motion passed 3-0.

L.C. COMMUNITY CORRECTIONS
L.C. SHERIFF

W/ Noble Communications
 W/ Stericycle, Inc.
 Verizon Wireless

Order#53 – Agenda #53A

In the Matter of Appointments: Community Corrections Advisory Board.

No action was taken on the above item.

Order#54 – Agenda #54A

In the Matter of Weights and Measures Report for period of July 16, 2006 – August 15, 2006.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Periods 07/16/06 – 08/15/06. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Weights and Measures Reports of 07/16/06 – 08/15/06 as submitted. Motion passed 3-0.

Order#55

In the Matter of Tri-Electronics.

DuPey made a motion, seconded by Allen, to approve to pay Tri-Electronics in the amount of \$6,115.00 and for John Dull to send a strong letter to the courts that states the next time unauthorized work is done that they will have to go to the L.C. Council for additional appropriations and send Jim Donovan a strong letter stating that without a legitimate purchase order signed by the Board of Commissioners he has no right to go ahead. Motion passed 3-0.

Order#56 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-84.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-84, Resolution to reduce Certain Funds to Balance the 2007 Budget, (but Commissioner DuPey is not in favor of asking for an excess levy and Commissioner Scheub is not in favor of reducing the Lake County Highway’s Budget). Motion passed 3-0.

RESOLUTION NO. 06-84
RESOLUTION TO REDUCE CERTAIN
FUNDS TO BALANCE THE 2007 BUDGET

WHEREAS, pursuant to I.C. 36-2-5-11, the Lake County Council annually adopts the Budget Ordinance and Salary Ordinance for Lake County, Indiana for the following year; and
WHEREAS, in order to adopt a balanced budget for Lake County, Indiana, 2007, the Lake County Council desires the following reductions in the respective budgets:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$900,000.00
Highway Fund	Fund No. 102	1,952,825.00

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council in order to balance the County Budget for Lake County for 2007 makes the following Line Two reductions:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$900,000.00
Highway Fund	Fund No. 102	1,952,825.00

DATED THIS 5th day of September, 2006.

WILL A. SMITH, JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
FRANCES DuPEY
ROOSEVELT ALLEN, JR.
GERRY SCHEUB

Order#57 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-81.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-81, Resolution Honoring Gary Martin. Motion passed 3-0.



RESOLUTION NO. 06-81

RESOLUTION HONORING GARY MARTIN

WHEREAS, the late GARY MARTIN served the people of Lake County with distinction as a police officer for the City of Gary, Chief of the Lake County Police Department and a professor at Indiana University Northwest; and

WHEREAS, GARY MARTIN commanded the respect of all who knew him for his dedication, integrity, hard-work and extensive knowledge of law enforcement; and

WHEREAS, GARY MARTIN was an alumni of Indiana University Northwest, receiving his Bachelor of Science, Business Administration in 1973, went on to further his education in the Master's Program in the School of Public and Environmental Affairs, graduated from the FBI National Academy and served two military organizations, United States Army and Indiana National Guard; and

WHEREAS, GARY MARTIN demonstrated in his life and his relations with fellow human beings the highest of ideals and personal commitment to his God and to the betterment of all mankind; and

WHEREAS, the citizens of Lake County have been deeply saddened by the untimely death of GARY MARTIN, terminating a distinguished civic career.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

The Lake County Council hereby recognizes and memorializes the sudden passing of GARY MARTIN. He shall be dearly missed.

A copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the family of GARY MARTIN.

DULY ADOPTED by the Lake County Council, this 24th day of August, 2006.

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE** *Larry Blanchard*
RON TABACZYNSKI LARRY BLANCHARD

Thomas O'Donnell *Christine Cid*
THOMAS O'DONNELL CHRISTINE CID

Elsie Franklin *Donald Potrebic*
ELSIE FRANKLIN DONALD POTREBIC

APPROVED THIS 13 DAY OF Sept 20 06

Members of the Lake County Council

Order#58 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-82.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-82, Resolution for the Distribution of Funds for Mental Health for Lake County for 2007. Motion passed 3-0.

RESOLUTION NO. 06-82**RESOLUTION FOR THE DISTRIBUTION OF FUNDS FOR MENTAL HEALTH FOR LAKE COUNTY FOR 2007**

WHEREAS, the Gary Comprehensive Community Mental Health Center, Inc., the Southlake Center for Mental Health, Inc. and Tri-City Comprehensive Community Mental Health Center, Inc., hereinafter referred to as "Centers" are designated as community mental health centers by the Department of Mental Health, the State of Indiana; and

WHEREAS, the Centers have received capital and operating funds from the governments of the United States of America, State of Indiana, and the County of Lake, which are used to accomplish the purposes for which the centers were created; and,

WHEREAS, I.C. 12-29-2-1, et. seq., provide for the funding of the operating of the centers; and

WHEREAS, Lake County desires to continue to provide operating and capital funds to the centers per I.C. 12-29-2-2(a)(2).

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That pursuant to I.C. 12-29-2-2(b)(2), for the year 2007 and each year thereafter, an amount of funding for the operation of community health centers shall be calculated as follows:

- (A) The amount that was levied in the County to comply with this section from property taxes first due and payable in the calendar year immediately preceding the ensuing calendar year (2006); multiplied by
- (B) The County's assessed value growth quotient for the ensuing calendar year, as determined under I.C. 6-1.1-18.5-2.

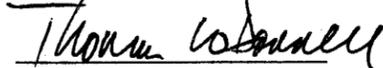
To be appropriated to the County's centers respective service areas, and that the levy shall be apportioned among the centers, according to the population served by each respective center to the total population of the County as follows:

Tri-City 34.19% Gary 22.80% Southlake 43.01%

DATED this 5th day of September, 2006.

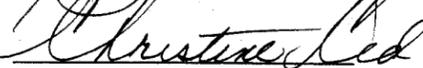

WILL A. SMITH, JR., President

RON TABACZYNSKI


THOMAS O'DONNELL


ELSIE FRANKLIN

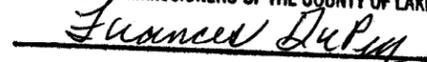

LARRY BLANCHARD

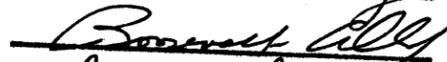

CHRISTINE CID

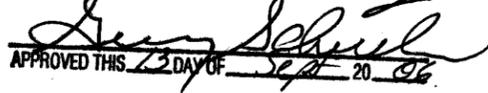

DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 22 DAY OF Sept 20 06

Order#59 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-83.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-83, Resolution Authorizing an Appeal from Tax Levy Limits established pursuant to I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18 for the Budget year 2007. Motion passed 3-0.

RESOLUTION NO. 06-83

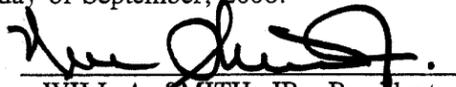
**RESOLUTION AUTHORIZING AN APPEAL FROM TAX
LEVY LIMITS ESTABLISHED PURSUANT TO I.C. 6-3.5-1,
NOW CODIFIED AS I.C. 6-1.1-18.5-1 THROUGH
I.C. 6-1.1-18.5-18 FOR THE BUDGET YEAR 2007**

WHEREAS, the Lake County Council is unable to adopt a budget within the limitations of I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18; and

WHEREAS, Lake County as a taxing unit, and the various departments of Lake County Government, will be unable to carry out the governmental functions and responsibilities committed to it by law during the year 2007, unless it is given the authority to increase the tax levy beyond the limitations provided for in I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1, through I.C. 6-1.1-18.5-18.

NOW, THEREFORE, BE IT RESOLVED by the Lake County Council of the State of Indiana that it is desired and deemed necessary to proceed with the proposed appeal from the tax levy limitations, I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18 as set forth in the petition attached hereto.

DATED THIS 5th day of September, 2006.


WILL A. SMITH, JR., President

RON TABACZYNSKI



THOMAS O'DONNELL



ELSIE FRANKLIN



LARRY BLANCHARD



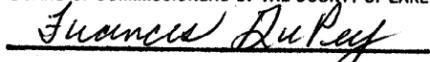
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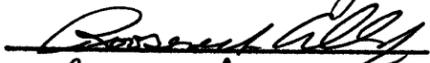


DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 13 DAY OF SEPT 20 06



Order#60 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-85.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-85, Resolution to approve Temporary Loans to certain Funds for use during the 2007 Budget Year. Motion passed 3-0.

RESOLUTION NO. 06-85

RESOLUTION TO APPROVE TEMPORARY LOANS TO CERTAIN FUNDS FOR USE DURING THE 2007 BUDGET YEAR

WHEREAS, I.C. 36-1-8-4(a) provides that the Lake County Council may by resolution approve temporary loans from one fund in the County to another fund in the County in need of money for cash flow purposes;

WHEREAS, the following funds are in need of the respective amounts to pay current and past due invoices into the 2007 Budget Year:

Riverboat/196	\$ 3,100,000.00
Cumulative Cap/651	\$ 1,750,000.00
Drainage/790	\$ 2,000,000.00
Health Dept/105	\$ 1,050,000.00
County Bond/320	\$ 3,600,000.00
Park's Operating/107	As needed from Park's Funds
Park's Bond/310	As needed from Park's Funds
Park's Bond/315	As needed from Park's Funds

WHEREAS, there is sufficient money on deposit in the following funds from which to make loans:

Health Insurance/514	\$ 6,000,000.00
Reassessment 2007/237	\$ 3,000,000.00
Cumulative Bridge/350	\$ 2,500,000.00
Park's/109/116/117/118/ 353/508	As needed

NOW, THEREFORE, LET IT BE RESOLVED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

That the Lake County Council approves loans from the following funds up to the maximum amounts to the following funds requiring a loan in the respective amounts. That the loans shall bear no interest and shall be repaid to the source fund of the loan on or before December 31, 2007 pursuant to I.C. 36-1-8-4(a)(3):

<u>2007</u>	<u>2007</u>
<u>FUND REQUIRING LOAN</u>	<u>MAX LOAN AMOUNT</u>
Riverboat/196	\$3,100,000.00
Cumulative Cap./651	\$1,750,000.00
Drainage/790	\$2,000,000.00
Health Dept./105	\$1,050,000.00
County Bond/320	\$3,600,000.00
Park's Operating/107	As needed from Park's Funds
Park's Bond/310	As needed from Park's Funds
Park's Bond/315	As needed from Park's Funds

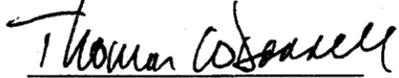


2007 <u>FUNDS PROVIDING LOAN</u>	2007 <u>MAXIMUM AMOUNT</u>
Health Insurance/514	\$6,000,000.00
Reassessment 2007/237	\$3,000,000.00
Cumulative Bridge/350	\$2,500,000.00
Parks 109/116/117/118/ 353 and 508	As needed

DULY ADOPTED BY THE LAKE COUNTY COUNCIL, this 5th day of September, 2006.


WILL A. SMITH, JR., President

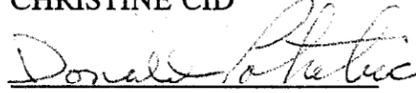
RON TABACZYNSKI


THOMAS O'DONNELL


ELSIE FRANKLIN

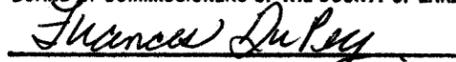

LARRY BLANCHARD

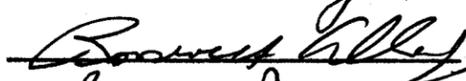

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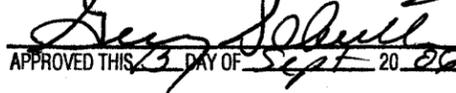

DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 13 DAY OF Sept 20 06

Order#61 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-86.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-86, Resolution Honoring Don H. Barden. Motion passed 3-0.

RESOLUTION NO. 06-86

RESOLUTION HONORING DON H. BARDEN

WHEREAS, DON H. BARDEN is the owner, Chairman and Chief Executive Officer of Barden Companies, Inc., Majestic Star Casinos and Fitzgeralds Casino Hotel; and

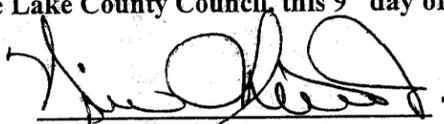
WHEREAS, with a business career spanning more than 40 years, MR. BARDEN is recognized as one of the top African-American entrepreneurs in the Country, guiding the Barden Companies and its affiliates to 2005 revenues of more than \$519 million, and making it one of the largest African American-owned businesses in the Country; and

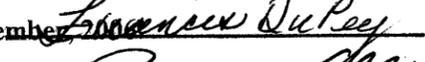
WHEREAS, DON H. BARDEN'S professional accomplishments and community efforts have been recognized with awards and honors, which include the 2004 Trumpet Award presented by Turner Broadcasting System for enormous contributions in business, Michigan's Most Powerful African American Leaders', Master Entrepreneur of the Year by Ernst & Young, and Company of the Year by Black Enterprise Magazine.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council recognizes DON H. BARDEN for his professional accomplishments and community efforts; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to DON H. BARDEN.

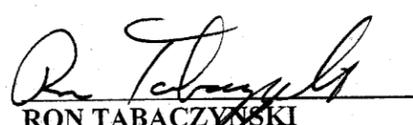
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

DULY ADOPTED by the Lake County Council, this 9th day of September, 2006.

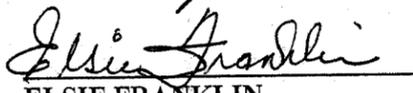

WILL A. SMITH, JR., President



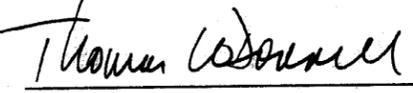

APPROVED THIS 13th DAY OF Sept 20 06

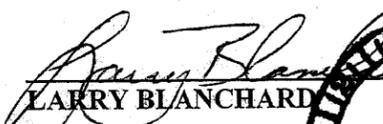

RON TABACZYNSKI


CHRISTINE CID


ELSIE FRANKLIN

DONALD POTREBIC


THOMAS O'DONNELL


LARRY BLANCHARD

Members of the Lake County Council



Order#62 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-87.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-87, Resolution Honoring De Lia Mc Clam. Motion passed 3-0.

RESOLUTION NO. 06-87

RESOLUTION HONORING DE LIA MC CLAM

WHEREAS, DE LIA MC CLAM commands the respect of all who know her for her dedication, integrity and hard work; and

WHEREAS, DE LIA MC CLAM is a special education teacher at Wirt High School, has worked with at-risk students in Nevada as a substance abuse therapist and as an instructor of disabled women inside Indiana State Women’s Prison; and

WHEREAS, DE LIA MC CLAM has received the 2005 Sassafras Award of Achievement in Special Education and the 2005 Excellence in Teacher Award; and

WHEREAS, DE LIA MC CLAM was honored and named as a Woman of Merit by The Times.

NOW, THEREFORE, LET IT BE RESOLVED THAT the Lake County Council in recognition of the service to the citizens of Lake County honors DE LIA MC CLAM as a true humanitarian who exemplifies selflessness, hard work and dedication to her community and congratulates DE LIA MC CLAM for being named as a Women of Merit by The Times; and that a copy of this Resolution be spread on the official records of the Lake County Council and an official copy be delivered to DE LIA MC CLAM.



DULY ADOPTED by the Lake County Council, this 12th day of September, 2006

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczyński
RON TABACZYŃSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine Cid
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

Barney Allen

Dee Schuch

APPROVED THIS 14 DAY OF Sept 20 06

Order#63 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-88.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-88, Resolution Honoring the Crown Point 8 and under All Star Team. Motion passed 3-0.

RESOLUTION NO. 06-88

RESOLUTION HONORING THE CROWN POINT 8 AND UNDER ALL STAR TEAM

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

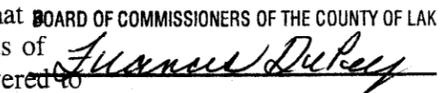
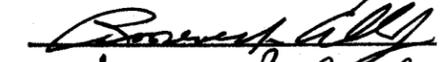
WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

WHEREAS, the Crown Point 8 and Under All Star Team won the 2006 National Softball Association State Championship defeating Hobart.

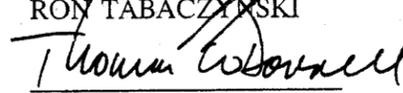
NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point 8 and Under All Star Team, the 2006 National Softball Association State Champions; that ~~BOARD OF COMMISSIONERS OF THE COUNTY OF LAK~~ copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point 8 and Under All Star Team.

DATED THIS 12th day of September, 2006.

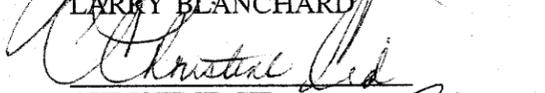
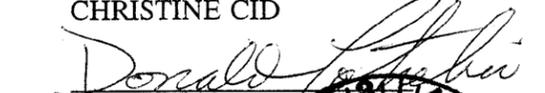

WILL A. SMITH, JR., President

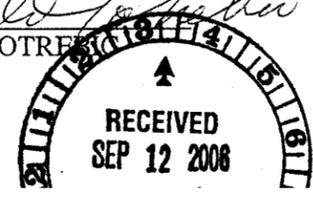
APPROVED THIS 13 DAY OF Sept 20 06


RON TABACZYNSKI

THOMAS O'DONNELL

ELSIE FRANKLIN


LARRY BLANCHARD

CHRISTINE CID

DONALD POTREBNY

Members of the Lake County Council



Order#64 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-89.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-89, Resolution in favor of National Preparedness Month. Motion passed 3-0.

RESOLUTION NO. 06-89

**RESOLUTION IN FAVOR OF
NATIONAL PREPAREDNESS MONTH**

WHEREAS, as a trusted agency dedicated to providing relief to victims of disaster and helping people prevent, prepare for and respond to emergencies, the American Red Cross of Northwest Indiana is taking the lead in our community to increase public awareness about the importance of preparing for emergencies; and

WHEREAS, National Preparedness Month is a coordinated, nationwide effort held each September to encourage American to take simple steps to prepare for emergencies in their homes, business and schools; and

WHEREAS, the goal of National Preparedness Month is to make individual preparedness a priority for every city, neighborhood and home across America.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council declares September as "National Preparedness Month".

SO RESOLVED THIS 12th day of September, 2006



Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON/TABACZYNSKI
Thomas O'Donnell
THOMAS O'DONNELL
Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD
Christine CID
CHRISTINE CID
Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Barney Allen
Gene Schuch
APPROVED THIS 13 DAY OF Sept 20 06

Order#65 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-90.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-90, Resolution to Rescind the Automatic Replacement Levy for Highway U.S. 30 Hobart-Ross Tif District in Lake County, Indiana. Motion passed 3-0.

RESOLUTION NO. 06-90

RESOLUTION TO RESCIND THE AUTOMATIC REPLACEMENT LEVY FOR HIGHWAY U.S. 30 HOBART-ROSS TIF DISTRICT IN LAKE COUNTY, INDIANA

WHEREAS, I.C. 6-1.1-21.2 provides for an automatic tax levy on a Redevelopment District to generate sufficient tax increment to replace the amount lost due to changes in the property tax replacement credit for the school general fund; and

WHEREAS, in order to receive the levy, the Redevelopment Commission of a county must estimate the tax increment or replacement amount for each allocation area under its jurisdiction for a calendar year; and

WHEREAS, the tax will be imposed on all taxable property in the district and will be at a rate sufficient to generate the tax increment replacement amount unless the legislative body that established the district reduces to rescinds the tax.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council having been advised by the Lake County Redevelopment Commission and its financial advisors, H.J. Umbaugh & Associates, hereby rescinds the Tax Increment Financing Replacement Levy available pursuant to I.C. 6-1.1-21.2.

BE IT FURTHER RESOLVED AS FOLLOWS:

That the Lake County Council intends for this Resolution to be ongoing until further action by the governing body.

SO RESOLVED THIS 12TH DAY OF SEPTEMBER, 2006.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Bonnie Hill
Darryl Schuch
APPROVED THIS 13 DAY OF Sept 20 06

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI
Thomas O'Donnell
THOMAS O'DONNELL
Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD
Christine CID
CHRISTINE CID
Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council



Order#66 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-91.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 06-91, Resolution Permitting the Office of the Public Defender to Pay Outstanding 2003, 2004 and 2005 Invoices/Debts from the 2006 Budget. Motion passed 3-0.

RESOLUTION NO. 06-91

RESOLUTION PERMITTING THE OFFICE OF THE PUBLIC DEFENDER TO PAY OUTSTANDING 2003, 2004 AND 2005 INVOICES/DEBTS FROM THE 2006 BUDGET

WHEREAS, the Office of the Public Defender, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2003, 2004 and 2005, have not been paid:

<u>Fund 405, Line Item #43190</u>	<u>Other Professional Service</u>
Stephen E. Scheele	\$ 34,824.43

WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2003, 2004 and 2005 expenses shall be paid from the Office of the Public Defender's 2006 Budget:

<u>Fund 405, Line Item #43190</u>	<u>Other Professional Service</u>
Stephen E. Scheele	\$ 34,824.43

SO RESOLVED THIS 12th day of September, 2006

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

ABSENT

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC



Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

Robert Kelly

Greg Schuch

APPROVED THIS 13 DAY OF Sept 2006

Order#67 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1270A-9.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1270A-9, Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A. Motion passed 3-0.

ORDINANCE NO. 1270A-9

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2006, ORDINANCE NO. 1270A

WHEREAS, on December 13, 2005, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A; and

WHEREAS, the Lake County Council now desires to amend the Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be added and adopted as follows:

Section III.

- | | | |
|-----|--------------------------|-------------------|
| 35. | Auditor's Office | |
| | Accounting Clerks | \$ 6.00 - \$10.00 |
| | Administrative Personnel | \$11.00 - \$15.00 |



SO ORDAINED THIS 12th DAY OF SEPTEMBER, 2006.

[Signature]
 WILL A. SMITH, JR., President

[Signature]
 RON TABACZYNSKI

[Signature]
 THOMAS O'DONNELL

[Signature]
 ELSIE FRANKLIN

[Signature]
 LARRY BLANCHARD

[Signature]
 CHRISTINE CID

[Signature]
 DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

[Signature]

APPROVED THIS 12 DAY OF Sept 20 06

Order#68 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1278D.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1278D, Ordinance creating the Major moves Construction fund, a Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1278D**ORDINANCE CREATING THE MAJOR MOVES
CONSTRUCTION FUND, A NON-REVERTING FUND**

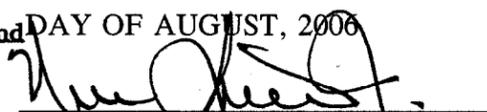
- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** pursuant to Public Law 47/H.E.A. 1008, the Indiana General Assembly adopted the Major Moves Initiative, which in part, requires Lake County to establish a Major Moves Construction Fund for the deposit of a special distribution from the County Auditor pursuant to said Law; and
- WHEREAS,** the Lake County Council now desires to establish the Lake County Major Moves Construction Fund in compliance with the requirements of Public Law 47/H.E.A. 1008.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council hereby establishes the Lake County Major Moves Construction Fund, a non-reverting fund, pursuant to Public Law 47/H.E.A. 1008/I.C. 8-14-16, et. seq., for the deposit of a special distribution from the County Auditor made pursuant to the Major Moves Initiative.
2. That the money in the fund may be expended for only the following purposes:
 - a. Construction of Highways, roads and bridges;
 - b. In a county that is a member of the Northwest Indiana Regional Development Authority, or in a city or town

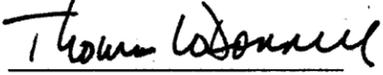
- located in such a county, any purpose for which the Regional Development Authority may make expenditures under I.C. 36-7.5;
- c. Providing funding for economic development projects (as defined in I.C. 6-3.5-7-13.1(c)(1) or I.C. 6-3.5-7-13.1(c)(2)(A) through I.C. 6-3.5-7-13.1(c)(2)(K);
 - d. Matching federal grants for a purpose described in I.C. 8-14-16-5;
 - e. Providing funding for interlocal agreements under I.C. 36-1-7 for a purpose described in I.C. 8-14-6-5;
 - f. Providing for the County's contribution to the Northwest Indiana Regional Development Authority, in the case of a county described in I.C. 36-7.5-2-3(e).
3. That the Lake County Major Moves Construction Fund must be appropriated as part of the annual budget for the calendar year in accordance with I.C. 6-1.1-17, et. seq.
 4. That appropriations shall be made out of the Major Moves Construction Fund pursuant to law.
 5. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the "Major Moves Construction Fund", subject to appropriation by the Lake County Council or as otherwise provided by law.

SO ORDAINED THIS 22nd DAY OF AUGUST, 2006


 WILL A. SMITH, JR., President

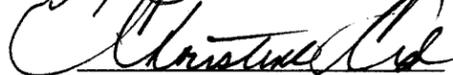
Absent

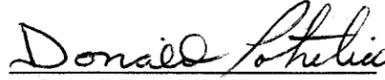
RON TABACZYNSKI


 THOMAS O'DONNELL


 ELSIE FRANKLIN

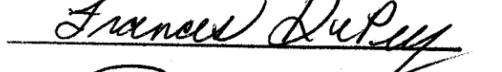

 LARRY BLANCHARD


 CHRISTINE CID


 DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




 APPROVED THIS 13 DAY OF Sept 20 06



Order#69 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279A.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279A, Ordinance Authorizing Tax Levies for Lake County for 2007. Motion passed 3-0.

ORDINANCE NO. 1279A

**ORDINANCE AUTHORIZING TAX LEVIES
FOR LAKE COUNTY FOR 2007**

WHEREAS, pursuant to Indiana State Law and existing guidelines, tax levies not rates are to be frozen; and,

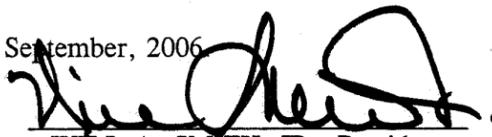
WHEREAS, only estimated valuations are available at this time, which will cause fluctuations in the tax rates.

NOW, THEREFORE, BE IT ORDAINED by the Lake County Council, State of Indiana as follows:

SECTION I. That it is the intent of the Lake County Council to approve tax levies for the purpose of supporting 2007 Budgets as stated on the Form 4B.

SECTION II. That as soon as the assessed valuations have been determined tax rates shall adjust to support the levies approved this day.

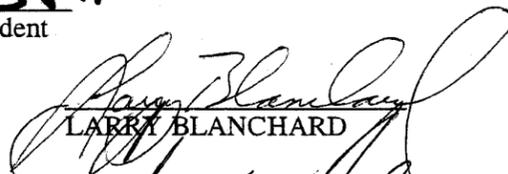
DATED THIS 5th day of September, 2006


WILL A. SMITH, JR., President

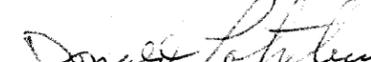
RON TABACZYNSKI


THOMAS O'DONNELL


ELSIE FRANKLIN

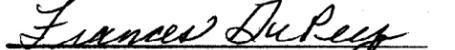
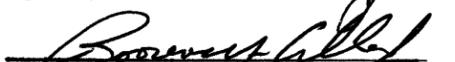

LARRY BLANCHARD

CHRISTINE CID


DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 13 DAY OF Sept 20 06



CB

Order#70 - Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions - Ordinance No.1279B.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279B, Ordinance for Appropriations and Tax Rates. Motion passed 3-0.

Budget Form 4 (Rev. 1990)

ORDINANCE NO. 1279B
ORDINANCE FOR APPROPRIATIONS AND TAX RATES

Be it Ordained by the County, City or Town of LAKE, Indiana: That for the expenses of the County, City or Town government and its institutions for the year ending December 31, 2007, the sums of money shown on Budget Form 4-A are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition for the purpose of raising revenue to meet the necessary expense of county, city or town government, tax rates are shown on Budget Form 4-B and included herein. Two (2) copies of Budget Forms 4-A and 4-B for all funds and departments are made a part of the budget report and submitted herewith.

Prescribed by State Board of Accounts

APPROVED BY:

<p>COUNTY COUNCIL</p> <p>Presented to the County Council of <u>LAKE</u> County, Indiana, and read in full for the first time, this <u>22nd</u> day of <u>AUGUST</u>, <u>2006</u>.</p> <p><i>[Signature]</i> President, County Council</p> <p><i>[Signature]</i> County Auditor and/or Clerk of County Council</p> <p>Presented to the County Council of <u>LAKE</u> County, Indiana, and read in full for the second time, and adopted, this <u>SEPTEMBER 5 2006</u> by the following vote:</p> <p>Yea _____ Nay _____</p> <p><i>[Signature]</i> Council Member <i>[Signature]</i> Council Member</p> <p>Approved by the Mayor _____, 19____.</p> <p>Attest: _____ City Clerk or Clerk-Treasurer</p>	<p>COMMON COUNCIL</p> <p>This ordinance shall be in full force and effect from and after its passage and approval by the Common Council and Mayor. Adopted by the following vote on _____, 19____.</p> <p>Yea _____ Nay _____</p> <p>_____ Council Member _____ Council Member</p> <p>Approved by the Mayor _____, 19____.</p> <p>Attest: _____ Mayor</p> <p>_____ City Clerk or Clerk-Treasurer</p>	<p>TOWN COUNCIL</p> <p>This ordinance shall be in full force and effect from and after its passage and approval by the Town Council. Adopted with the following vote on _____, 19____.</p> <p>Yea _____ Nay _____</p> <p>_____ Council Member _____ Council Member</p> <p>Attest: _____ Town Clerk-Treasurer</p>
---	---	---



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
[Signature]

APPROVED THIS 13 DAY OF SEP 2006

Attest: _____
County Auditor and/or Clerk of County Council

Order#71 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279C.

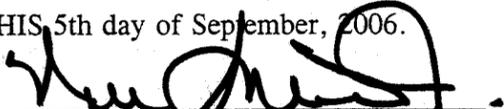
DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279C, Lake County 2007 Salary Ordinance. Motion passed 3-0.

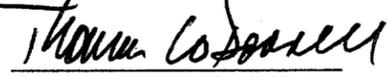
ORDINANCE NO. 1279C

LAKE COUNTY 2007 SALARY ORDINANCE

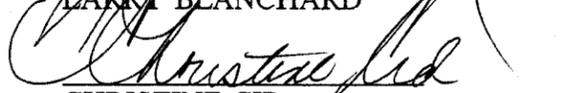
BE IT ORDAINED by the Lake County Council of Lake County, Indiana, that the attached Form No. 144, computer printout, salaries and wages for officers and employees for the year 2007 showing the amounts that were required and amounts recommended by the Lake County Council have been approved: (H.I.)

SO ORDAINED THIS 5th day of September, 2006.


WILL A. SMITH, JR., President

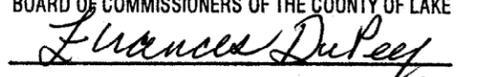
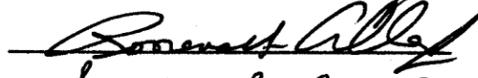
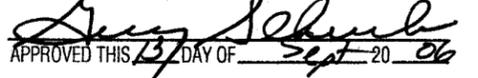
RON TABACZYNSKI

THOMAS O'DONNELL

ELSIE FRANKLIN


LARRY BLANCHARD

CHRISTINE CID

DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 13 DAY OF Sept 20 06

Order#72 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279D.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279D, Lake County Longevity Ordinance for 2007. Motion passed 3-0.

ORDINANCE NO. 1279D**LAKE COUNTY
LONGEVITY ORDINANCE FOR 2007**

WHEREAS, the Lake County Council has determined that it is in the best interest of the employees of Lake County that a scheduled longevity pay be established.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the schedule of longevity pay listed below be adopted for all elected officials, all full-time county employees and all part-time county employees working at least 20 hours per week.

The total amount of longevity pay shall be paid in the fourth quarter of the year and shall be calculated as follows:

1. For full-time employment add the aggregate number of years completed as of December 31, 2006.
2. For part-time employees add the consecutive years completed as of December 31, 2006. Prior years shall not count unless they are consecutive as of December 31, 2006.
3. For former part-time employees who are hired as full-time employees, the years completed as prior part-time employees shall not count towards calculating longevity pay. This includes part-time employment which is consecutive with full-time employment.

<u>Years Completed</u>	<u>Amount</u>
5 Years	\$ 220.00
10 Years	320.00
15 Years	440.00
20 Years	620.00
25 Years	920.00
30 Years and over	1220.00
(Lake County Code Sec. 32.027 LONGEVITY)	

DULY ADOPTED THIS 5th DAY OF SEPTEMBER, 2006.


WILL A. SMITH, JR., President

RON TABACZYNSKI

THOMAS O'DONNELL

ELSIE FRANKLIN

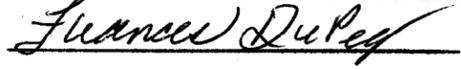

LARRY BLANCHARD

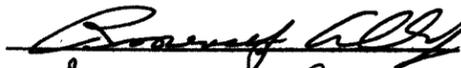
CHRISTINE CID

DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE






APPROVED THIS 13 DAY OF Sept 20 06

Order#73 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279E.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279E, Lake County Mileage Rate Ordinance for 2007. Motion passed 3-0.

ORDINANCE NO. 1279E

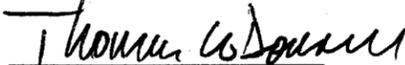
LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2007

NOW, THEREFORE, be it ordained that the Lake County Council does hereby establish the rate of forty-four and a half (.44 1/2) cents per mile for county employees duly entitled to same.

DATED THIS 5th day of September, 2006.

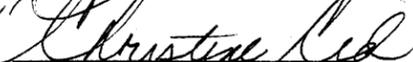

WILL A. SMITH, JR., President

RON TABACZYNSKI


THOMAS O'DONNELL


ELSIE FRANKLIN


LARRY BLANCHARD

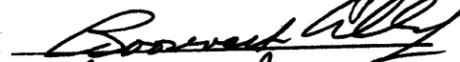

CHRISTINE CID


DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 13 DAY OF Sept 20 06

Order#74 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279F.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279F, Lake County Sheriff Uniform Clothing Allowance Ordinance for 2007. Motion passed 3-0.

ORDINANCE NO. 1279F

**LAKE COUNTY SHERIFF UNIFORM
CLOTHING ALLOWANCE ORDINANCE FOR 2007**

WHEREAS, the Lake County Council desires that all full-time Deputy Sheriffs, correctional officers, work release custody officers and court security officers be given a yearly allowance to purchase uniforms to wear while on duty.

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

- SECTION I. Full-time deputy sheriffs shall receive an annual uniform clothing allowance of \$1300.00, the Lake County Sheriff shall not receive a clothing allowance;
- SECTION II. Full-time correctional officers shall receive an annual uniform clothing allowance of \$700.00;
- SECTION III. Full-Time work release custody officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION IV. Full-time court security officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION V. That such clothing allowance shall be paid on or before the 1st day of December, of each calendar year, beginning on or before the 1st day of December, 2006, for the calendar year of 2007.
- SECTION VI. This Ordinance shall be in full force and effect from and after the date of its passage according to law.

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,
State of Indiana, this 5th day of September, 2006.

Will A. Smith, Jr.
WILL A. SMITH, JR., President

RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances H. Key

Bonnie Hill

Gene Schuch

APPROVED THIS 13 DAY OF Sept 2006

Order#75 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279G.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279G, Per Diem Expense Ordinance for 2007. Motion passed 3-0.

ORDINANCE NO. 1279G

PER DIEM EXPENSE ORDINANCE FOR 2007

WHEREAS, the Lake County Council desires to establish a per diem expense schedule for County officials, department heads, and Lake County Agencies and their employees who travel on County business.

NOW, THEREFORE, let it be ordained by the Lake County Council that the schedule for per diem expenses for County officials, department heads and Lake County Agencies and their employees who travel on County business shall be as follows:

- | | | |
|----|-----------|---------|
| 1. | Breakfast | \$10.00 |
| 2. | Lunch | \$15.00 |
| 3. | Dinner | \$25.00 |

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Bonnie Allen
James Schuch

APPROVED THIS 13 DAY OF Sept 20 06

SO ORDAINED THIS 5th day of September, 2006.

Will A. Smith, Jr.
 WILL A. SMITH, JR., President

RON TABACZYNSKI

THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

LARRY BLANCHARD

Christine CID
 CHRISTINE CID

Donald Potrebic
 DONALD POTREBIC

Members of the Lake County Council

Order#76 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279H.

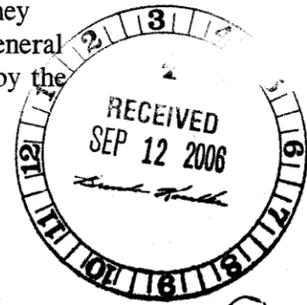
DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279H, Ordinance Establishing the Lake County Environmental Law Enforcement Task Force Fund, Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1279H**ORDINANCE ESTABLISHING THE LAKE COUNTY
ENVIRONMENTAL LAW ENFORCEMENT TASK
FORCE FUND, NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopts ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-5(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** on June 13, 2005, the Lake County Council adopted the Lake County Environmental Protection Ordinance, Ordinance No. 1264A, establishing the Lake County Environmental Law Enforcement Task Force (Task Force) under the supervision of the Lake County Sheriff; and
- WHEREAS,** the Lake County Environmental Protection Ordinance provides in part for the investigation, monitoring, surveying, testing and gathering of information necessary to identify the existence and extent of a discharge of any hazardous substance; and
- WHEREAS,** the Task Force has obtained a loan of \$85,000.00 to be used by the Task Force to execute and enforce the Ordinance; and
- WHEREAS,** the Task Force will receive additional funds in the form of penalties for violations under the Ordinance; and
- WHEREAS,** the Lake County Council desires to establish the Lake County Environmental Law Enforcement Task Force Fund for the deposit of money from loans, grants, penalties and other sources receive in connection with the enforcement and execution of the Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Environmental Law Enforcement Task Force Fund (Fund) is hereby established for the deposit of money from loans, grants, penalties and other sources received in the execution and enforcement of the Lake County Environmental Protection Ordinance, Lake County Ordinance No. 1264A.
2. That all funds collected from loans, grants, penalties and other sources received in connection with the execution and enforcement of the Lake County Environmental Protection Ordinance, Ordinance No. 1264A, shall be deposited in the Fund.
3. That the Fund shall be a non-reverting Fund and any money remaining at the end of the year shall not revert to the General Fund but continue in the Fund, subject to appropriation by the Lake County Council or as otherwise provided by law.



SO ORDAINED THIS _____ DAY OF SEPTEMBER, 2006.

Will A. Smith, Jr.
 WILL A. SMITH, JR., President

Ron Tabaczynski
 RON TABACZYNSKI
Thomas O'Donnell
 THOMAS O'DONNELL
Elsie Franklin
 ELSIE FRANKLIN

Larry Blanchard
 LARRY BLANCHARD
Christine CID
 CHRISTINE CID
Donald Potrebic
 DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPuy
Bonnie Hill
Greg Scheub
 APPROVED THIS 13 DAY OF Sept 20 06

Order#77 – Agenda #52

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No.1279I.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1279I, Ordinance Establishing the BP/Amoco Settlement Fund, Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1279I**ORDINANCE ESTABLISHING THE BP/AMOCO SETTLEMENT FUND. A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** Lake County and several political subdivisions within Lake County have entered into a Settlement Agreement with BP/Amoco regarding the payment of disputed taxes for the taxable years 2000, 2001, and 2003; and
- WHEREAS,** Lake County and the affected political subdivisions have agreed as to the distribution of the money received from the Settlement Agreement (Exhibit "A"); and
- WHEREAS,** the Lake County Council desires to establish the BP/Amoco Settlement Fund for the deposit, distribution and appropriation of the money received from the settlement.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the BP/Amoco Settlement Fund (Fund) is hereby established for the deposit of money from the settlement between Lake County and several political subdivisions in Lake County and BP/Amoco regarding the payment of disputed taxes for the taxable years 2000, 2001 and 2002.
2. That all money collected from the settlement shall be deposited in the Fund.
3. That the money deposited in the Fund shall be distributed/appropriated

as per the Agreement Concerning Allocation of Settlement Proceeds (Exhibit "A").

- 4. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but to the Fund subject to distribution/ appropriation pursuant to this Ordinance, or as otherwise provided by law.

SO ORDAINED THIS 12TH DAY OF SEPTEMBER, 2006.

Will A. Smith, Jr.
 WILL A. SMITH, JR., President

Ron Tabaczynski
 RON TABACZYNSKI

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Larry Blanchard
 LARRY BLANCHARD

Christine Cid
 CHRISTINE CID

Donald Potrebic
 DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPuy

Bonnie Gilp

Don Scheub

APPROVED THIS 13th DAY OF Sept 20 06

STATE OF INDIANA)
LAKE COUNTY)

**AGREEMENT CONCERNING ALLOCATION
OF SETTLEMENT PROCEEDS**

Lake County, the City of Whiting and the City of East Chicago hereby agree that the \$8,800,000 be received on or before August 17, 2006, from BP North America Products, Inc., and shall be allocated as follows:

1. The first \$150,000 shall be paid to Lake County to reimburse the County for fees and expenses, including attorneys' fees, associated with the litigation of the appeals being settled and of related appeals.

2. The remaining \$8,650,000 shall be allocated to Lake County, the City of Whiting, the City of East Chicago and other constituent governments of Lake County, in whose taxing jurisdictions BP's assets are sited, proportionally on the basis of the abnormal obsolescence claimed on BP's business personal property returns for the years 2000 through 2002. A copy of this allocation, which has been prepared by the Department of Local Government Finance, is attached as Exhibit A.

3. After extensive study, the parties agree that the \$8,800,000 must be treated as the payment of back taxes in order to minimize any repayment of the Property Tax Replacement Credit previously paid by the State of Indiana.

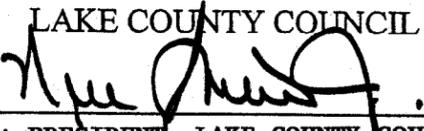
Exhibit A

This the ____ day of August, 2006.

LAKE COUNTY ASSESSOR

BY: _____
Paul G. Karras, Assessor

LAKE COUNTY COUNCIL

BY: 
Title: PRESIDENT, LAKE COUNTY COUNCIL

LAKE COUNTY COMMISSION

BY: _____
Title: _____

THE CITY OF WHITING

BY: _____
Joseph Stahura, Mayor

THE CITY OF EAST CHICAGO

BY: _____
Title: _____

The following officials were Present:

Attorney Joe Irak
Dan Ombac
Jim Bennett
Marcus Malczewski
Bill Henderson
Brenda Koselke
Delvert Cole

The next Board of Commissioners Meeting will be held on Wednesday, October 18, 2006 at 10:00 A.M.

There being no further business before the Board at this time, DuPey made a motion, seconded by Allen, to adjourn.

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

ROOSEVELT ALLEN JR.

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR