



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: June 6, 2016

MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee

Agenda Item# 8.5

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Engineering Services for Public Access Improvements at Fort Sheridan Forest Preserve to Hey and Associates, Inc., Volo, Illinois, in the Contract Price of \$220,765.00.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections

FINANCIAL DATA: This project was approved as part of the adopted FY2015/2016 Capital Improvement Plan in the amount of \$2,943,146.00. This portion of the project was estimated at \$262,228.00. The actual cost of \$220,765.00 will be charged to the Fort Sheridan Preserve fund, account 35634100-803200-60420.

BACKGROUND: The Fort Sheridan Master Plan was approved by the Board on November 10, 2015. As part of the Plan approval, the Board directed staff to proceed with the implementation of all public access and restoration work north of the Parade Grounds. The public access portion of the work includes improvements and reconfiguration of the existing access drive, a new paved 45-car parking lot with an evaporator toilet, trailhead improvements at the north parking lot with an evaporator toilet, 0.7 miles of new asphalt trail, improvements to the existing 1.8 mile grass trail, removal of the remaining section of George Bell Road, accessibility improvements to the existing Hutchinson Trail, five new timber boardwalks/bridges, and two scenic overlooks.

The engineering services contract will provide land surveying, wetland delineation, data collection, subsurface drainage inventory, permitting and agency coordination, design, engineering, geotechnical investigation, hydrologic/hydraulic analysis, and preparation of bidding and contract documents. Engineering work is scheduled to begin in July 2016 with completion anticipated in January 2017.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel

PRESENTER: Randall L. Seebach

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 14, 2016**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING AND RESTORATION COMMITTEE**; and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "A Resolution Awarding a Contract for Engineering Services for Public Access Improvements at Fort Sheridan Forest Preserve to Hey and Associates, Inc.," and request its adoption.

PLANNING AND RESTORATION COMMITTEE:

Date: June 6, 2016 Roll Call Vote: Ayes: ____ Nays: ____
 Voice Vote Majority Ayes; Nays 0

FINANCE AND ADMINISTRATIVE COMMITTEE:

Date: 6-9-2016 Roll Call Vote: Ayes: ____ Nays: ____
 Voice Vote Majority Ayes; Nays 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR ENGINEERING SERVICES
FOR PUBLIC ACCESS IMPROVEMENTS AT FORT SHERIDAN FOREST PRESERVE
TO HEY AND ASSOCIATES, INC.**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform land surveying, wetland delineation, data collection, subsurface drainage inventory, permitting and agency coordination, design, engineering, geotechnical investigation, hydrologic and hydraulic analysis, and preparation of bidding and contract documents related to the construction of public access improvements at Fort Sheridan Forest Preserve (the "Services"); and

WHEREAS, the Director of Planning, Conservation and Development and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Services; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Planning and Land Preservation, the Planning and Restoration Committee, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Hey and Associates, Inc., be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Hey and Associates, Inc. (the "Contract"), in the amount of \$220,765.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Hey and Associates, Inc. is the proposal that is most advantageous to the District and that the Contract Price is fair and reasonable; and

WHEREAS, the District has a satisfactory relationship with Hey and Associates, Inc., for engineering services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. The Contract in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Hey and Associates, Inc.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2016

AYES:

NAYS:

APPROVED this ____ day of _____, 2016

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

Lake County Forest Preserves

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

HEY AND ASSOCIATES, INC.

FOR THE

ENGINEERING SERVICES FOR
PUBLIC ACCESS IMPROVEMENTS

FORT SHERIDAN FOREST PRESERVE

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ENGINEERING SERVICES FOR PUBLIC ACCESS IMPROVEMENTS
FORT SHERIDAN FOREST PRESERVE
PROJECT NO. 60420-0136-834

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
HEY AND ASSOCIATES, INC.
FOR THE
ENGINEERING SERVICES FOR PUBLIC ACCESS IMPROVEMENTS
FORT SHERIDAN FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Hey and Associates, Inc., an Illinois corporation, 26575 W. Commerce Drive, Suite 601, Volo, Illinois 60073, ("Consultant") make this Contract as of June 14, 2016 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional engineering services, all of which is referred to in this Agreement as the "Services":

- A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.
- B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
- C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.
- D. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant's, or its Sub-consultant's, delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Sub-Consultants

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the "Key Project Personnel" identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services: In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

2.2 Delays

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV - INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

ARTICLE V - PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI - REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
Attention: Michael Haug

Notices and communications to Consultant shall be addressed to and delivered at the following address:

Hey and Associates, Inc.
26575 W. Commerce Drive
Volo, Illinois 60073
Attention: Tom Polzin

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Julie A. Gragnani

Alex Ty Kovach

Title: Secretary

Title: Executive Director

Attest/Witness

HEY AND ASSOCIATES, INC.

By: _____

By: _____

Thomas L. Polzin

Title: _____

Title: President

ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
Provide supplemental land survey and limited subsurface drainage inventory, data collection, permitting and agency coordination, design, engineering, geotechnical investigation, structural engineering, hydrologic/hydraulic analysis and preparation of bidding and contract documents for FORT SHERIDAN PUBLIC ACCESS IMPROVEMENTS. This project includes approximately 0.7 miles of 10-foot-wide HMA trail, 1.8 miles of 10-foot-wide grass trail, grading, five (5) new timber boardwalk or boardwalk/freespan structures, new culvert crossings, one (1) approximately 45-car parking lot, access drive improvements, pond improvements, two (2) evaporator toilet facilities and two (2) interpretive nodes.

The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.
2. Approvals and Authorizations:
Consultant shall obtain the following approvals and authorizations from the following governmental bodies on or before the following dates:

Approval/Authorization

Illinois Department of Natural Resources (IDNR) Threatened and Endangered Species Consultation
Federally Listed Threatened and Endangered Species and Critical Habitat Review (Required if U.S. Army Corps of Engineers (USACE) permit needed)
Lake County Stormwater Management Commission (LCSMC) (Wetland Jurisdictional Determination if USACE permit is needed, WDP, Floodway, LONI if no USACE permit is needed)
USACE (LONI)
USACE (quitclaim deed/UXO compliance)
Illinois Environmental Protection Agency (IEPA) (NPDES)
City of Lake Forest (Temporary Construction Site Access)
City of Highland Park (Gilgare and George Bell Road Improvements)
3. Commencement Date:
July 5, 2016
4. Completion Date:
 - A. October 7, 2016, for the completion of the following:
 - 1) Supplemental land surveying
 - 2) Wetland studies and initial meetings with permit agencies and utility companies
 - 3) Data recovery and review, field reconnaissance
 - 4) Supplemental subsurface drainage inventory
 - 5) Geotechnical studies
 - 6) Preliminary geometric design of the proposed improvements

- B. November 1, 2016, for the completion of the following:
 - 1) 65% Preliminary Contract Documents
 - 2) Submittals to all permitting agencies and utility companies
- C. December 1, 2016 for the completion of Pre-Final Contract Documents, which includes a draft submittal of all plan sheets (95% completion) and specifications (95% completion).
- D. December 16, 2016, for completion of all Final Contract Documents and cost estimates for bidding.
- E. December 1, 2017, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for completion of all construction services.

5. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000.00 injury-per-occurrence
 - b. \$500,000.00 disease-per-employee
 - c. \$500,000.00 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$500,000.00 per person
 - b. \$1,000,000.00 per occurrence
- (2) Property Damage:
 - a. \$500,000.00 per occurrence
 - b. \$1,000,000.00 aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person
\$2,000,000.00 aggregate

Coverages shall include:

- ❖ Broad Form Property Damage Endorsement

❖ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

❖ Worker's Compensation Policy

G. Other Parties as Additional Insured. In addition to Owner, the following parties shall be named as Additional Insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>N/A</u>	<u>N/A</u>

6. Contract Price:

A. Schedule of Prices - Lump Sum

For providing, performing and completing all Services, the total Contract Price of:

Two Hundred Twenty Thousand Seven Hundred Sixty Five Dollars and no Cents
 (in writing)

\$220,765. Dollars and 00 Cents
 (in figures)

Lump sum amounts include all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

For providing, performing and completing each component of Services, the following Breakdown Schedule amount, set forth opposite each component:

A. Meetings and Project Management	\$ 19,170
B. Supplemental Land Surveying and Data Collection (\$18,365 control and topo, \$2,520, Wetland Delineation \$8,110 as-builts)	\$ 28,995
C. Subsurface Drainage Inventory	\$ 605
D. Geotechnical Studies (includes 35 borings max.)	\$ 19,270
E. Trail Design and Engineering	\$ 37,480
F. Bridge/ Abutment Design and Engineering (DFI – allowance for five (5) Boardwalks/Freespans)	\$ 20,920

ENGINEERING SERVICES FOR PUBLIC ACCESS IMPROVEMENTS
 FORT SHERIDAN FOREST PRESERVE
 PROJECT NO. 60420-0136-834

G.	Roadway and Parking Lot Design Engineering (Gilgare and George Bell Roads)	\$ 5,420
H.	North Entry Drive and Parking Lot Design and Engineering	\$ 1,810
I.	Overlook Design and Engineering (with Exhibits by District)	\$ 3,035
J.	Hydrology and Hydraulics Studies and Design including Pond Alternative Analyses	\$ 17,570
K.	Permits / Approvals	
	1. Permits/Approvals (not including Regional Permit 2)	\$24,945
	2. Regional Permit 2	\$2,000
L.	Specifications and Bid Documents	\$ 9,600
M.	Project Quantities and Engineer's Cost Estimate	\$ 6,140
N.	Bid Phase and Construction Engineering	\$ 20,000
O.	Structural Engineering (allowance)	\$ 3,805
	TOTAL	\$ 220,765

ATTACHMENT B
CONSULTANT'S SCOPE OF WORK

1. Consultant's Responsibilities

A. Project Administration and General Requirements

- 1) Meetings: Meet with Owner's staff to initiate the project, review existing documents, design sketches and aerial photography and discuss project goals and design intent. Attend any other meetings as necessary to gather and/or present information, review Consultant's progress and discuss project issues.
- 2) Site Inspection: Inspect the entire site to become familiar with all aspects of the work area, compare existing conditions with the proposed design intent, and to identify any special or unusual constraints. Consultant shall re-examine the site as often as needed to properly perform the responsibilities of this Contract.
- 3) Data Collection: Collect and/or review data and documents relevant to the project, including those related to utilities, wetlands, soils, legal issues, land uses and zoning, etc. Consultant will review Quit Claim Deed and available ground disturbance limitations with respect to unexploded ordnance (UXO). It is assumed that the proposed work will be consistent with the limitations of the Quit Claim Deed and that no third-party UXO support will be needed.
- 4) Coordination: Conduct preliminary and ongoing meetings as needed with all relevant approval agencies, stakeholders and consultants and act as the prime coordinator for the project.
- 5) Weekly Status Reports: Provide overview of consultant progress, permit status, submittals and so forth.
- 6) Shop Drawings: Perform reviews and approvals of any required shop drawings, samples, manufacturer's sheets or other Contractor submittals for quality assurance
- 7) Administrative Costs: Administrative costs which are known to be typical to projects of this nature by industry standards or are specified in this Contract, commonly known as Reimbursable Expenses or Direct Costs, shall be included in Project Administration and shall not be billed separately. These costs include local travel expenses, telecommunication and internet-based service fees, postage and shipping (including overnight or rush shipping), graphics services, plotting, copying (including color copying), plan and drawing reproduction and presentation preparation. The Owner shall be responsible for reproducing the contract documents distributed to bidders. In the case of any non-typical administrative costs that may be required, the Consultant shall notify the Owner of the nature and cost of those expenses for review and approval by the Owner prior to incurring said costs.
- 8) CAD Standards: All design and engineering shall be completed in MicroStation V8 or V8i format using the Owner's seed file, standard base files, and levels. All design and engineering information shall be located in separate files by discipline as specified in the provided standards. All vector information in the files shall be current and pertinent to the design.

- 9) Plan Set: The drawings shall illustrate all information required to permit, bid and construct the project. All land survey elements shall be included on the appropriate sheets. Upon the completion of this contract, the consultant shall deliver to the Owner the complete plan set and contract documents in both MicroStation format and as a PDF file with all sheets formatted per the final "For Construction" plan set and containing the stamp of the Professional Engineer. At minimum, the plan set should include:
- a) Cover Sheet with project name, project number, location map, and index of sheets, information required by permitting agencies, date and stamp of the Professional Engineer.
 - b) General Notes, Construction Notes and Permitting Notes
 - c) Overall Site Development Plan showing proposed improvements, property lines, roads, construction access points, wetlands, a plan and profile sheet key.. We assume construction layout will be performed by others using GPS data. Therefore, station data and curve tables are not included. Up to ten (10) control points will be established and depicted on the plans.
 - d) Trail Plan and Profile sheets with a horizontal scale no greater than 1" = 50' and showing the proposed trail with stationing; one-foot existing and proposed topography, culverts, swales with drainage arrows, high points, wetlands, natural resource protection measures and all other proposed improvements and existing surveyed site features..
 - e) Parking Area Geometrics showing all pavement layout, dimensioning, public road with stationing, access location and data, pavement markings and traffic control.
 - f) Parking Area Grading, showing existing and proposed one foot contour lines, spot elevations, erosion control measures, drainage patterns and drainage structures.
 - g) Bridge (Freespan) Plan and Elevation, including the manufacturer's drawings, specifications and data, location, adjacent improvements such as approach pavement, retaining walls, fences, etc., bill of materials and spot elevations. This assumes that designs and supporting calculations will be prepared by the DFI Bridge Corporation (DFI) as described in Task F.
 - h) Bridge Abutment Plans and Details showing the type, location, size and dimensions of all pilings, footings, abutments, wing walls, reinforcing steel and mounting plates. Include all related specifications, pile data, design load data and a bill of materials. This assumes that designs and supporting calculations will be prepared by the DFI as described in Task F.
 - i) Wood Boardwalk and/or Pier Plans and Details, including the manufacturer's drawings, specifications and data, location, adjacent or related improvements and elevations. This assumes that designs and supporting calculations will be prepared by the DFI as described in Task F.
 - j) Utilities showing the type, size and location of utilities such as electric, lighting, water, gas, phone, data, sanitary system lines, related equipment and other evident utilities where available and applicable.
 - k) Roadways and Traffic Control showing all proposed improvements according to the standards of the appropriate jurisdictional body.

- I) Enlargements, Details, Sections, Elevations, and Manufacturer's Sheets as necessary to successfully permit, bid and construct the improvements.

B. Supplemental Land Surveying and Data Collection

Land Surveying is to be performed by others and provided by the District for the Hutchinson Trail, Gilgare Road, DeVito access and parking improvements. Consultant will combine this survey with existing record drawing survey as well as County one-foot contour information. Following review of the aggregated survey data Consultant will perform supplemental surveying for select remaining areas of the site. Field staking of the trail centerline is not included..

- 1) Qualifications: Field surveying shall be performed by a State of Illinois Professional Land Surveyor (Surveyor) and field staff under the direction of a State of Illinois Professional Engineer in order to obtain data necessary for design, permitting, and construction. Surveying shall include the following:
- 2) Control Data and Standards: The Surveyor shall establish control points at strategic locations within all areas proposed for improvements. All surveyed points shall include both horizontal and vertical data. All horizontal control data shall reference the Illinois State Plane Coordinates Eastern Zone NAD 83; all vertical control data shall reference NAVD 88. Global Positioning Systems (GPS) may be utilized and should be in feet and not meters. In determining the quantity and location of these points, the surveyor shall assume that, at any one (1) location along trails or other areas of development, two (2) control points shall be visible. The Owner may provide initial control data if available. Base control data is subject to review and approval by the Owner. This task assumes that ten (10) control points will be established.
- 3) Land Survey Area Limits: Land survey area limits shall supplement the previously referenced aggregated survey data and shall allow for the complete and thorough design, engineering, permitting and construction of all proposed improvements. It is assumed that the existing aggregated data will be sufficient for all grass trail areas. Supplemental survey areas shall include:
 - a) Trail Corridor (wooded and overlook areas only): The Surveyor shall survey the staked preliminary trail centerline. The Consultant shall survey and record data in a one hundred foot (100') width along the trail centerline.
 - b) Culvert Crossings: Survey topography outside of the aggregated survey areas in order to achieve adequate drainage. In these cases, the survey area shall be extended outward to assure a drainage design of a minimum 2% slope. Survey will also include the two (2) existing culvert crossings of the upland drainage channels for the two (2) optional boardwalks.
 - c) Pond Area: If needed, the area immediately surrounding the pond will be surveyed. If allowed by the quit claim deed, bathymetric survey of the pond bottom will be performed. The pond's inlet and outlet structures will also be surveyed.
 - d) Soil Borings: All staked soil boring locations shall be surveyed.
 - e) Wetland Flags: Wetland flags will be surveyed.

- 4) Survey Elements: Within the limited survey areas described above, the following existing site features shall be surveyed, with both horizontal and vertical data recorded:
 - a) Topography with one-foot contours
 - b) Pavement edges and curbs
 - c) Drainage structures
 - d) Culverts with invert elevations
 - e) Building structures
 - f) Utility structures and markers
 - g) Shorelines of lakes, ponds, rivers and streams
 - h) Walls, fences and gates
 - i) Trees measuring 6" diameter at breast height and larger
 - j) Mass vegetation edges
 - k) Any other elements which could impact the proposed improvements
- 5) Boundary Lines: In addition to the field survey work, the Surveyor shall include all property, easement and right-of-way lines in the digital survey file as provided by the Owner or others. The Surveyor shall not be responsible for establishing property, easement and right-of-way lines.
- 6) Digital File Standards: All field survey data shall be adjusted to the horizontal and vertical standards as set forth in B.2. and imported to MicroStation V8 or V8i. The Surveyor/Consultant shall obtain the Owner's seed file for use with all MicroStation files. No other seed files shall be used for the project.
- 7) Record Topographic Survey and Drawings: The Consultant shall also provide as-built surveys when required by permitting agencies. These may include entry roads when accessing Lake County Division of Transportation (LCDOT) or the Illinois Department of Transportation (IDOT) rights-of-way and detention/retention basins as required by LCSMC. LCSMC requirements may also include topography (e.g., compensatory storage areas) and platted deed restricted areas. The survey shall include the following:
 - a) Record information of drainage structures (i.e., culverts, outlet control structures) and record grading of compensatory storage areas added to the original set of engineering drawings and submitted to the LCSMC.

C. Subsurface Drainage Inventory

1. Consultant shall investigate type, size and condition of existing drainage infrastructure within Parcel F to the extent that it is accessible. This task does not include televising the infrastructure. No other subsurface drainage inventory is anticipated.

D. Geotechnical Studies

1. Upon review of the proposed improvements and Lake County soil maps, the Consultant shall determine the need for professional soil testing and analysis. Types of improvements which may require soil investigation include:

- a) Parking lot and latrine (five (5) borings 10-feet deep)
 - b) Boardwalks (15 borings 20 to 35-feet deep)
 - c) HMA or grass trail areas (15 boring probes 5-feet deep)
 - d) Any other improvement dependent on proper soil structure
2. The Consultant shall engage a licensed professional geotechnical engineer to provide field sampling, testing, analyses and construction recommendations specific to the planned improvements. All structural borings shall be conducted in accordance with the requirements of IDOT Specifications for Structure Borings. Upon completion of this work, the Consultant shall provide the Owner with two (2) copies of the testing report, which shall include a map of the sampling locations, description of the sampling and testing procedures, standard boring logs for each location indicating sample depths, soils classification, sample number and field and laboratory test results, testing summaries and structure recommendations. The testing report shall also be included in the contract documents for construction.
 3. Soil boring locations and depths may be dictated by quitclaim deed restrictions and prior UXO clearance activities. Efforts will be made to exclude the need for UXO support as part of the geotechnical investigation program.

E. Trail Design and Engineering

1. Horizontal Alignment: The Owner shall establish the preliminary trail alignment before refinement and finalization by the Consultant. This task assumes that the trail route will not be staked in the field prior to the completion of the alignment but will instead rely on the alignment provided by the Owner. Upon completion of the horizontal alignment, the Consultant shall identify preliminary culvert locations along the trail.
2. Vertical Alignment: The Consultant shall refer to the Owners' typical Grass, Aggregate and HMA Trail Sections for guidance in determining the appropriate grades and slopes for the trail and swales. In particular, the Consultant shall note the size and depth of the swales in relation to the trail surface elevations. Mass grading for all trails shall seek to achieve a cut and fill balance.

F. Bridge/ Abutment Design and Engineering

1. Pedestrian boardwalks shall be wood structures built with zero wetland impact methods and match the basic design parameters of existing boardwalks as constructed by the Owner. The design and engineering shall be performed by the DFI Bridge Corporation, 5055 Babcock Street N.E. #7, Palm Bay, Florida, 32905, Dan Hughes @ (866) 727-7100, www.dfi-gc.com, or an Owner-approved equal, under contract to the Consultant. The Consultant shall review and incorporate the drawings and specifications of the subconsultant. These drawings and specifications shall include plans, elevations, sections and data such that the boardwalk can be successfully bid and constructed.
2. This project currently includes five (5) boardwalk/freespan structures. All boardwalks shall be ten (10) ton capacity, 11-feet in width with a minimum of ten-feet of free passing width.

- G. Roadway and Parking Lot Design and Engineering, Site Access and Traffic Control Design and Engineering
 - 1. The Consultant shall prepare all plans, specifications and other documents in order to obtain permits and construct improvements to access the public roadway. This work shall include all pavement, curbs, walls, drainage, pavement markings, traffic control, signage, staging and construction planning.
 - 2. The Consultant shall prepare all plans, specifications and other documents to obtain construction access permits from the City of Highland Park.
- H. North Entry Drive and Parking Lot Design and Engineering
 - 1. The Consultant shall prepare all plans, specifications and other documents in order to obtain permits and construct improvements to access the public roadway. This work shall include all pavement, curbs, walls, drainage, pavement markings, traffic control, signage, staging and construction planning.
- I. Overlook Design and Engineering with Exhibits
 - 1. The Consultant shall prepare all plans, specifications and other documents in order to obtain permits and construct improvements for the overlooks. This work shall include all pavement, curbs, walls, drainage, staging signage, construction planning and signage (location and type of sign standard only - the sign graphics are to be prepared by the Owner unless otherwise directed).
- J. Hydrology and Hydraulics Studies and Design
 - 1. Except as noted below, the Consultant shall perform a complete hydrologic and hydraulic study and analysis of the project area as required to satisfy permitting requirements by the pertinent agencies such as the LCSMC and USACE and to properly construct drainage structures and culverts, swales, boardwalks, bridges or any other proposed improvement which impacts water flow and drainage.

Existing maps, aerial photos, land surveys and data shall be utilized to identify drainage area tributaries and the most appropriate hydrologic model selected to correctly design and engineer the proposed improvements. The study area limits shall extend upstream and downstream for an appropriate distance to assure an accurate analysis of the conditions within the area of proposed improvements. The study shall include locations and data on existing field tiles where appropriate. Stormwater detention is assumed to not be required for this project.
 - 2. Hydrologic and hydraulic modeling will be performed to evaluate alternatives to modifying the pond to raise its normal water level. To maintain the previously permitted hydrologic and hydraulic performance of the pond it is likely that the open water area of the pond will need to be expanded. Modeling will be based on the previously permitted analysis. Hydraulic modeling will also be performed (if needed) for the optional replacement of the existing upland channel culvert crossings with boardwalks.
 - 3. The upland channels and pond are floodprone areas according to the LCSMC Watershed Development Ordinance and will likely require the documentation of compensatory storage requirements for the Watershed Development Permit (WDP) if the project results in any fills in the floodprone areas. We will prepare the necessary calculations and design to document all flood-prone area fills and the necessary cut to meet the ordinance requirements for compensatory storage.

Based upon the preliminary design provided to us, we assume that detention will not be required for the proposed development.

4. Consultant shall prepare a stormwater report documenting the above information for submittal to the LCSMC. Consultant does not believe any other submittals will be necessary to document stormwater and floodplain management portions of the project.

K. Permits / Approvals

1. The Consultant shall be responsible for all work related to obtaining permits, including meetings, submittals, design and engineering described elsewhere in this Contract and coordination, for the following agencies:
 - a) LCSMC (Wetland PJD, WDP, Floodway, LONI if no United States Army Corps of Engineers (USACE) permit needed) See also Task C
 - b) IDNR (Threatened and Endangered Species Consultation)
 - c) USACE (If impacts to jurisdictional wetlands)
 - d) USACE (for authorization under quitclaim deed restrictions)
 - e) Federally Listed Threatened and Endangered Species and Critical Habitat Review (Required if wetland permits needed)
 - f) City of Lake Forest (Construction Site Access), Trail Connection, Entrance Permit)
 - g) City of Highland Park (Gilgare and George Bell Road improvements)
 - h) IEPA (NPDES) includes SWPPP preparation and NOI submittal (fees by client)
2. The Consultant shall complete a field investigation for wetlands and perform a routine wetland delineation applying the general procedures detailed in the 1987 USACE wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag the wetland boundaries for surveying by our Surveyor (survey of flags included under survey task). We will review the survey for consistency with our field notes and use it to prepare our report.

The report will include an aerial photograph showing the surveyed wetland boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. We will provide a PDF of the final report to you for your records.

If the fieldwork for the wetland delineation occurs outside the normal growing season (May 15 to October 1), Lake County and/or the USACE may possibly require the collection of additional data during the growing season. Supplemental data collection requiring additional fieldwork would need to be billed on a time and materials basis according to our standard rates.

3. The Wetland Delineation Report and a signed Preliminary Jurisdictional Determination / Boundary Verification request form shall be submitted to LCSMC.
4. At this time the design and installation means of the proposed bridges are preliminary. If the proposed bridges will either span the wetland, or be supported with driven piles requiring no fill, it is possible that the LCSMC may issue a Letter of No Impact (LONI) or that USACE would issue a Letter of No Objection (LONO) for the project. Once the proposed bridge details are known, we will coordinate with LCSMC and the USACE and confirm approach. Proposed modifications to

the pond's normal water level and expansion of the normal water area will also be addressed with the USACE and LCSMC.

5. If it is determined the work is eligible for either a LONI or a LONO, we will prepare a submittal to the appropriate agency requesting the letter.
6. If it is determined that the proposed bridges or other improvements will require USACE permitting, we will prepare and submit a Regional Permit 2 (Recreational Projects) application to the USACE. The wetland permit applications will include the following:
 - a) Cover letter requesting wetland permit authorization,
 - b) USACE's Joint Application Form,
 - c) Project narrative including purpose and need coordinated with your agency,
 - d) Wetland Delineation Report,
 - e) 11 x 17 wetland impact exhibit,
 - f) 11 x 17 preliminary engineering and landscape plans,
 - g) Correspondence regarding federally listed threatened/endangered species,
 - h) Correspondence from the Illinois Department of Natural Resources regarding biological resources,
 - i) Correspondence from the Illinois Historic Preservation Agency regarding cultural resources,
 - j) 3-Year Management and Monitoring Plan for Stormwater Basins, BMPs, and Buffers, and
 - k) If necessary compensatory wetland mitigation bank credit purchase coordination.

We will also submit to the LCSMC for SESC review and approval as part of the USACE permit process.

L. Specifications and Bid Documents

1. All specifications shall follow the format described in the Lake County Forest Preserves Master Specification pay item Table rev. 2.5.16. Specifications for improvements not listed in the schedule shall be added in the appropriate division.
2. The Owner possesses specifications used on past projects for many common improvements and will provide these specifications for the Consultant's review and use for this project.
3. The specifications shall encompass all work required for the project.

M. Project Quantities and Engineer's Cost Opinion

The Consultant shall perform quantity takeoffs for all proposed work and provide cut/fill calculations. All quantities shall match the Schedule of Prices and shall be exact measured quantities without rounding or contingencies. Contingency increases or decreases may be factored as a percentage of the whole project. Pricing shall be based on actual Contractor bids received for projects of a similar nature during the prior six months.

N. Bid Phase Services and Construction Engineering

1. The Consultant shall provide Bid Phase services consisting of attendance at a Pre-Bid Meeting. This task does not include the review of any bid submittals.
2. The Consultant shall provide on-call construction observation at the direction of the Owner. An allowance for these services is provided in the Fee Breakdown in Attachment A.
3. Geotechnical engineering for bridge foundation design is included under Task D. This task does not include construction phase geotechnical engineering or material testing.
4. As-built drawings will be prepared under the Supplemental Survey Task.

O. Structural Engineering

1. Consultant shall perform structural engineering required for the design of an outlet water level control structure for the pond. Plans including details, specifications and supporting calculations shall be stamped by an Illinois registered structural engineer.

3. Owner's Responsibility

Throughout the progress of the Work, as described in this Contract, Owner shall:

- A. Provide Consultant a professional services contract and designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Contract.
- B. Assist Consultant by placing at its disposal all available information pertinent to the project sites including previous boundary surveys (CAD format), reports, records, standard details and specifications, drawings (CAD and paper formats), 1-foot Lake County topography and other available GIS information in CAD format, maps, and other data that may be useful to Consultant in the preparation of the Work.
- C. Arrange for access to and make provisions for Consultant to enter upon the site as required to perform the Work.
- D. Provide the following design documents:
 1. Landscape Development Plan Sheets
 - a. LD- Overall Map (4-14-16)
 - b. LD- Sheet 1 of 6= Sheet Map (4-14-16)
 - c. LD- Sheet 2 of 6= George Bell Road (4-14-16)
 - d. LD- Sheet 3 of 6= Gilgare Lane (4-14-16)
 - e. LD- Sheet 4 of 6= Lake Michigan Bluff (4-14-16)
 - f. LD- Sheet 5 of 6= North Border (4-14-16)
 - g. LD- Sheet 6 of 6= North Trailhead (4-14-16)
 - h. PSITE= proposed site elements such as buildings, fences, bridges, roads, trails and parking lots
 - i. PC- Gilgare Lot_grading= preliminary concept for entry drive, parking lot and stormwater detention areas (2-12-15)

2. Survey/Base Files

- a. As-Built Survey.dgn= performed by V3 Construction for the prior Remediation and Restoration Project
- b. IN-Survey Limits.pdf= map of areas to be surveyed by RE Allen
- c. (once completed)= CAD file of RE Allen Survey
- d. XCON.dgn= existing major contours, minor contours and elevations
- e. XLAND.dgn= existing land features including open water and ravines
- f. XOWN.dgn= existing ownership including property lines and easements
- g. XSITE.dgn= existing site elements such as buildings, fences, bridges, roads, trails and parking lots
- h. XUTIL.dgn= existing utilities such as water, electric, phone, gas, sewer and storm water
- i. XVEG.dgn= existing vegetation

3. Specifications

- a. 2016 MasterSpec Table
- b. SECTION 01000-GENERAL PROJECT REQUIREMENTS
- c. SECTION 01010-MEASUREMENT AND PAYMENT
- d. SECTION 02100-TEMPORARY SITE ACCESS
- e. SECTION 02200-TEMPORARY TRAFFIC CONTROL
- f. SECTION 02200-TEMPORARY TRAFFIC CONTROL
- g. SECTION 02400-SOIL EROSION AND SEDIMENT CONTROL
- h. SECTION 02500-VEGETATION REMOVAL
- i. SECTION 02600-DEMOLITION AND REMOVALS
- j. SECTION 03100-EARTHWORK AND GRADING
- k. SECTION 03110-UNSUITABLE MATERIALS
- l. SECTION 03120-FINISH GRADING AND TOPSOIL
- m. SECTION 03200-CULVERT CROSSINGS
- n. SECTION 03300-DRAINAGE STRUCTURES
- o. SECTION 04230-RECTANGULAR RAPID FLASHING BEACON
- p. SECTION 05100-SUBGRADE PREPARATION
- q. SECTION 05200-TRAILS
- r. SECTION 05300-ROADS AND PARKING
- s. SECTION 05310-PAVEMENT MARKINGS
- t. SECTION 05400-CONCRETE PAVEMENT
- u. SECTION 05410-CONCRETE CURBS
- v. SECTION 05420-DETECTABLE WARNINGS

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PROJECT NO. 60420-0136-834

- w. SECTION 06100-BOULDER RETAINING WALLS
- x. SECTION 07100-WOOD BOARDWALKS AND BRIDGES
- y. SECTION 07400-EVAPORATOR RESTROOM FACILITY
- z. SECTION 08100-SPLIT RAIL FENCES
- aa. SECTION 08110-WELDED WIRE FENCES
- bb. SECTION 08200-BENCHES
- cc. SECTION 08210-CUSTOM BENCHES
- dd. SECTION 08300-SIGNAGE
- ee. SECTION 09110 - HERBICIDE TREATMENT
- ff. SECTION 09200 - WOODY AND HERBACEOUS PLANTS
- gg. SECTION 09300-SEEDING
- hh. SPECS CONTENT LIST

- E. Pay any and all permit, inspection, utility connection and approval fees that may be required.
- F. Provide Consultant with the Owner's bid package template (including General Conditions) to be used on this project.
- G. Administer the public bidding process for awarding the construction contract.
- H. Provide overall construction contract administration.
- I. Provide general construction observation services.
- J. Provide Consultant with copies of title commitments, record documents and old plat of surveys for the property.

ATTACHMENT C - KEY PERSONNEL

ATTACHMENT C
KEY PERSONNEL

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Michael Haug, RLA	847-968-3275

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Tom Polzin	847-740-0888 Cell: 847-404-3383
Kevin Kleinjan	847-740-0888 Cell: 847-921-5531
Steve Rauch	847-740-0888 Cell: 847-404-3545

3. Others

NAMES	TELEPHONE NUMBERS
Bill Wyzgala (MSET)	847-844-1895
Dan Hughes (DFI)	866-727-7100