



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

S. Michael Rummel, Chair
Finance and Administrative Committee

Agenda Item# 8.6

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Professional Services for North Mill Creek Channel Restoration – Construction Phase II to V3 Companies of Illinois, Ltd., Woodridge, Illinois, in the Contract Price of an amount not-to-exceed \$285,272.00.

STRATEGIC DIRECTION(S) SUPPORTED: Leadership, Conservation

FINANCIAL DATA: This project was approved as part of the adopted FY 2015/2016 Capital Improvement Plan in the amount of \$437,015.00. This portion of the project was estimated at \$295,000.00. The actual cost of \$285,272.00 will be charged to the Land Development Levy Fund (20104100-803200-63910).

BACKGROUND: In 2014, the District awarded a restoration construction contract for modifying the Rasmussen Lake dam at Ethel's Woods Forest Preserve and to complete the first phase of construction to drain Lake Rasmussen and restore the North Mill Creek stream corridor. With the first phase completed, it is time to move forward on the design and engineering of Phase II Restoration. Approval of this resolution will award a contract to complete design, engineering, and preparation of construction drawings and documents for bidding and permitting. This phase of the restoration project will complete modification of the earthen dam, create a stable pool/riffle stream channel, remove the concrete dam spillway, address eroding slopes and create a diverse ecological stream and floodplain in the former lake bottom.

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: James L. Anderson

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 North Mill Creek Channel Restoration – Construction Phase II to V3 Companies of Illinois, Ltd.," 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 NORTH MILL CREEK CHANNEL RESTORATION - CONSTRUCTION PHASE II
TO V3 COMPANIES OF ILLINOIS, LTD.**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform design and engineering services and prepare permit applications and construction documents for the North Mill Creek Channel Restoration project (the "Services"); and

WHEREAS, the Director of Natural Resources and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited proposals for the Services; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Natural Resources, the Planning and Restoration Committee, and the Finance and Administrative Committee have reviewed the proposals and recommend that the Board of Commissioners (i) find that the proposal submitted by V3 Companies of Illinois, Ltd., is the most advantageous to the District; and (ii) award a contract for the Services to V3 Companies of Illinois, Ltd. (the "Contract"), in an amount not to exceed \$285,272.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by V3 Companies of Illinois, Ltd., is the proposal that is most advantageous to the District and the price is fair and reasonable; and

WHEREAS, the District has a satisfactory relationship with V3 Companies of Illinois, Ltd., 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 V3 Companies of Illinois, Ltd.

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

V3 COMPANIES OF ILLINOIS, LTD.

FOR THE

NORTH MILL CREEK CHANNEL RESTORATION

CONSTRUCTION PHASE II

ETHEL'S WOODS FOREST PRESERVE

PROJECT NO.: 63910-137-836

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
V3 COMPANIES OF ILLINOIS, LTD.
FOR THE
NORTH MILL CREEK CHANNEL RESTORATION
CONSTRUCTION PHASE II
ETHEL'S WOODS 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 V3 Companies of Illinois, LTD. an Illinois corporation, 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517 ("Consultant") make this Contract as of June 27, 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, design and permitting 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; (x) make payment of required regulatory permit fees directly to the regulatory authority.

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: Leslie A. Berns

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

V3 Companies of Illinois, LTD.
7325 Janes Avenue
Woodridge, IL 60517
Attention: Greg Wolterstorff

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

V3 COMPANIES OF ILLINOIS, LTD.

By: _____

By: _____

Gregory V. Wolterstorff, P.E.

Title: _____

Title: Vice President

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Provide engineering services for the North Mill Creek Channel Restoration – Construction Phase II, which services include: engineering, permit submittals, regulatory coordination, construction plans, specifications and bid assistance.

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:

<u>Approval/Authorization</u>	<u>Date</u>
N/A	N/A

3. Commencement Date:

June 27, 2016

4. Completion Date:

December 31, 2018

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 - per person
 - b. \$1,000,000 - per occurrence

- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - 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:

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

6. Contract Price:

A. Schedule of Prices - Hourly/Not to Exceed:

For providing, performing, and completing all Services, Consultant shall be compensated for all services rendered by principals and employees directly on the Project at the hourly rates as outlined in Attachment B, Billing Rate Schedule.

Owner shall also reimburse Consultant for the following (and no other) reimbursable costs and expenses, which shall be reimbursed at the actual out of pocket cost to Consultant:

REIMBURSABLES
Reproduction and Printing
Mileage & Travel
Delivery Charges
Sampling & Lab Fees

Notwithstanding the foregoing, the total portion of the Contract Price based on Consultant's hourly rates of principals and employees shall not exceed \$275,272.00 and the total portion of the Contract Price based on reimbursable expenses shall not exceed \$ 10,000.00.

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

Two Hundred Eighty Five Thousand Two Hundred Seventy Two Dollars and Zero Cents
 (in writing)

285,272. Dollars and 00 Cents
 (in figures)

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

PROJECT UNDERSTANDING

Based on information provided by the Lake County Forest Preserve District (LCFPD), a significant amount of investigation, design and permitting work has been completed to date associated with the proposed dam removal and restoration of the upstream floodplain corridor of North Mill Creek within the Ethel's Woods Forest Preserve.

This scope of work reflects the knowledge that considerable effort has been previously devoted to establishing project objectives and collecting topographic, sediment quantity, and sediment quality data. Additionally, flood hydrology has been analyzed and a pre-project hydraulic model has been developed and approved by all applicable regulatory agencies. We are assuming that the data collected is accurate and that the approved hydrologic evaluation and modeling associated with the North Mill Creek watershed will remain unchanged. Similarly, we are assuming the existing conditions hydraulic model correctly reflects the pre-project condition with the exception of the low head barrier located at the upstream end of the lake. The scope of work described below includes review and building on this information rather than replacing it. If, during the course of review of the information it becomes clear that the previous efforts must be repeated due to errors or changed conditions since the time of the original data collection, that additional effort may be added via addendum to the contract.

With respect to previous permitting efforts, it is our understanding that a dam removal and North Mill Creek restoration design and engineering plan set was developed in 2010/2011 and permit applications were submitted to Lake County Stormwater Management Commission (LCSMC), Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR), U.S. Army Corps of Engineers (ACOE), and Illinois Environmental Protection Agency (IEPA). The original design removed the dam via a 20-foot wide, full depth notch and the upstream floodplain area included a restored channel and vegetated overbank areas, including a series of sediment filled geotextile containment cells intended for the disposal of hydraulically dredged material.

The original dam removal and restoration design was approved by IDNR-OWR in June 2012 (Permit No. NE2012032) and provisional approvals from ACOE (Individual Permit LRC 2010-318) and LCSMC (WDP #09-84-040) pending 401 Water Quality Certification from IEPA. As part of the 401 Water Quality Certification review process, IEPA had some concerns regarding the geotextile containments systems proposed to confine and dewater the dredge materials. As a result, a Sediment Containment Basin permit application was submitted to IEPA in December 2012 with a subsequent meeting with IEPA in March 2013. The results of the meeting suggested that IEPA would not approve the original design, specifically the proposed dewatering system for the dredge material.

As such, the original design was shelved and a Phase I design was developed that focused on dam modifications designed to lower the normal water level in the lake by 6 feet but did not include any physical modifications to the upstream area except for vegetative stabilization. The Phase I improvements were performed under the original IDNR-OWR permit. LCSMC issued a permit for the Phase I improvements in May 2014 and the original Individual Permit application to the ACOE was replaced with two Regional Permit applications (RP #5 and RP#7), which were approved in July 2014. The IEPA 401 Water Quality Certification for Phase I was issued automatically as part of the ACOE's Regional Permit approval.

The Phase I modifications have been implemented and the normal water level in the lake is approximately 730 (6 feet lower than pre-project condition). Some upstream head cutting / channel formation has occurred but it is not known if any previous seeding of the exposed impoundment areas will result in vegetative cover this spring. The lower lake level has also exposed a previously submerged and unknown low head concrete barrier at the upstream end of the lake at the confluence of Hasting Creek and North Mill Creek. LCFP expressed a desire to remove this barrier as part of the overall project.

The following scope of services will be provided by the V3 Companies of Illinois / Inter-Fluve team (CONSULTANT) to identify a preferred final dam removal and stream restoration solution, assist the LCFPD (CLIENT) in obtaining regulatory approvals for future implementation and develop final construction drawings, specifications, and engineer's opinion of probable cost.

TASK 1. Project Management / Meetings

CONSULTANT will coordinate with team members, CLIENT, adjacent landowners and other stakeholders as needed during the design process to establish project goals, tasks, schedules and critical deadlines. As the project progresses, CONSULTANT shall provide status updates to CLIENT, including design, permitting and budget statuses.

It is anticipated that CONSULTANT will meet with CLIENT at several points during the design process. Several of these meetings may be conference calls or include team member participation via web-based meeting applications to avoid travel time and expenses. It is assumed that there will be some type of meeting / conference call at the following key project milestones / discussion points: (1) a meeting following review of previous studies to discuss questions, concerns, and potential additional data needs; (2) a meeting following submittal of concept plans; (3) a meeting following development preliminary engineering & restoration plans; (4) a meeting following submittal of pre-final engineering plans and construction documents; and (5) a meeting following submittal of final plans. It is anticipated that at least two of these meetings will be a face to face meeting with CLIENT and CONSULTANT.

TASK 2. Existing Data Collection & Site Assessment

CONSULTANT will review all of the available data, reports, permit submittals, models, etc. used to develop the original design and subsequent Phase 1 improvements to identify potential deficiencies, new regulatory requirements, current site constraints, and other factors that can impact the design and permitting of the ultimate solution.

With respect to the delineation of wetlands, CONSULTANT is aware that a Wetland Delineation Report, revised December 10, 2010, was submitted to the USACE with the December 16, 2013 Regional Permit Application. The wetland delineation is typically good for 5 years from the date of the USACE approval or expires concurrently with any permit based on the delineation. The Regional Permit issued for Phase 1 expires on July 23, 2017. The current wetland delineation will be acceptable for the preparation of concept plans but it is assumed that the original delineation will need to be supplemented and updated or final engineering and permitting, especially to evaluate potential impacts to the off-site area upstream of the northern low head barrier.

CONSULTANT will conduct field investigations to evaluate reference reach/analog conditions upstream, including stream geomorphology, bank soils, channel stability, sediment and habitat features. During this assessment, CONSULTANT will identify and mark any additional topographic survey needs. Additional survey needs are expected to include more detail related to key project areas (north low head barrier, potential onsite disposal areas, existing spillway / downstream channel for bypass evaluation, new wetland areas, etc.).

It is assumed that the sediment probing conducted by USGS adequately maps the pre-dam stream channel elevation through their study area but additional sediment investigation will be needed in the area upstream of the recently exposed / identified low head dam located at the upstream end of the lake. CONSULTANT will measure sediment depths upstream of the low head barrier to supplement USGS report assuming CLIENT can obtain permission from the adjacent land owner. CONSULTANT will also perform 1-2 spot checks within the USGS study area to confirm the sediment depths are not significantly different from what was previously used for design purposes.

A follow up site visit is anticipated to identify and discuss dam modification and stream restoration site constraints / concepts with CLIENT, especially as they relate to the off-site upstream areas not previously included in the restoration design.

TASK 3. Concept Design

Concept River Restoration Plans

CONSULTANT will review the results of the site evaluation data and develop a main concept plan to remove the primary dam, the upstream low head barrier and to restore the impoundment / channel corridor. Although one main concept plan will be developed, CONSULTANT will provide up to 2 variations of the main plan based on input from CLIENT and early coordination with critical path regulatory agencies. It is anticipated that each concept plan will be a simple, one sheet drawing/exhibit that shows the proposed channel alignment with callout notes and up to 2 typical cross sections. The plan will also show the potential wetland/upland restoration areas as well as potential onsite disposal areas for managing the anticipated dredge material.

CONSULTANT will provide concept level cost estimates, anticipated permitting requirements, constructability constraints and estimate project completion timeframes for the each concept plan. Based on initial discussions with the CLIENT, it is understood that an on-site earthwork balance is anticipated, which will likely require upland area restoration for zones that are used as sediment disposal areas.

TASK 4. Preliminary Engineering & Restoration Plan

Preliminary Engineering Plans, Specifications, and Engineer's Opinion of Probable Cost

CONSULTANT will prepare preliminary engineering plans, specifications and details suitable for review by the LCFPD, LCSMC, IDNR-OWR, USACE and IEPA. Plans shall depict the proposed dam removal (including dewatering and/or phasing approach), creek restoration centerline, grading, stabilization methods, wetland/upland restoration and enhancement areas, plant community modifications, and erosion control methods on the existing survey of the area. Plans shall incorporate stabilization methods and in-stream habitat elements best suited for the reconstruction and stabilization of the creek corridor in conjunction with desirable and successful restoration.

The engineering plans shall generally consist of a title page, general notes and specifications, a summary of quantities, existing conditions, erosion and sediment control, dewatering approach, overall plan view, plan and profile, cross sections, bank stabilization details, habitat element details, planting plans and construction details.

Based on the Preliminary Engineering Plans, CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost that will enable CLIENT to evaluate the design and provide feedback on the overall plan and specific design elements. CONSULTANT will also meet with the appropriate regulatory agencies as needed to solicit feedback on the preliminary plans.

Restoration Design

CONSULTANT will prepare a Preliminary Restoration Plan Summary and Management and Monitoring Plan. The design will show locations of proposed plant communities, grading, seed and plant mixes, and features impacting the vegetation establishment hydrology in the restoration areas. The Restoration Plan Summary and Management and Monitoring Plan will summarize the basis for the restoration design and plant communities, describe required management activities for monitoring and maintenance, and provide proposed performance standards for the project.

Hydraulic Analysis

CONSULTANT will utilize the available pre-project HEC-RAS model to develop cross section geometry and profile for the proposed re-meandered stream. The statistical flows developed during the previous hydrology studies will be utilized and supplemented as necessary to ensure an evaluation of the full range of anticipated flows. The model output for the refined geometry will be used to determine appropriate bank and streambed features that meet CLIENT objectives for the project. CONSULTANT will utilize historical information combined with the hydraulic analysis and CLIENT input to develop the geomorphology design for the channel restoration.

Although previous work includes a significant amount of floodway/floodplain hydraulic analysis, the modeling does not appear to reflect the existence of the upstream low head barrier or the potential impact associated with removing the barrier. To better understand the limits of influence from the low head barrier and the potential permitting impacts associated with its removal, the existing and proposed conditions unsteady HEC-RAS hydraulic models associated with the original design will be modified accordingly. The proposed dam removal and riparian corridor improvements will be incorporated into an updated proposed conditions unsteady HEC-RAS model that will be used to demonstrate compliance with floodway and floodplain requirements.

As indicated in the Project Understanding section above, it is assumed that the previously approved hydrologic evaluation and modeling (HEC-1) associated with the North Mill Creek watershed for both pre-project conditions and the ultimate proposed conditions (dam removal) will remain unchanged.

TASK 5. Final Engineering and Construction Documents

Pre-Final & Final Engineering Plans

Based on CLIENT feedback on the preliminary engineering plans, CONSULTANT will resolve design issues and prepare pre-final construction level engineering drawings and construction specifications that demonstrate the character and scope of work to be performed. Additional feedback on pre-final plans will be incorporated into final engineering plans that can be submitted for permitting approvals and used by CLIENT for bidding and construction of the proposed improvements.

Construction Documents & Specifications

For each item of the proposed improvements, CONSULTANT shall prepare detailed construction specifications describing the work to be done associated with each item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Draft technical specifications will be provided to CLIENT for review and comments will be incorporated into the final specification package. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois. Upon completion of the engineering plans and specifications, CONSULTANT shall provide to CLIENT a final Engineers Opinion of Probable Cost for the construction of the project in a bid tab format.

TASK 6. Permitting

IDNR-OWR & LCSMC Floodplain & Floodway Permitting

It is our understanding that an IDNR-OWR permit for the original design has been issued and extended through December 2018 for construction activities in the floodway/floodplain and the removal of the dam. Since it is anticipated that the ultimate preferred stream restoration design will likely vary to some degree from the original permitted design, it is assumed that additional coordination and permitting with IDNR-OWR will be required, especially if the ultimate preferred stream restoration design includes the removal of the upstream low head dam as anticipated.

Based on the familiarity IDNR-OWR has with the project, this scope of services assumes the existing permit can be amended / modified and that a new or separate permit will not be required for the ultimate preferred stream restoration design, minor changes to the original dam removal design or to include the removal or modifications to the upstream low head dam. It is anticipated the new engineering plans, proposed conditions hydraulic modeling (reflecting the final design including the removal of the upstream dam) and other permit related items (current FIS information, potentially an updated Public Notice, updated exhibits, etc.) will be required. IDNR-OWR may also require a \$5,000 permit amendment / review fee depending on how different they interpret the ultimate preferred stream restoration design to be in relation to the original design.

CONSULTANT will prepare and submit the final engineering plans and necessary updated exhibits to both IDNR-OWR and Lake County SMC for floodway/floodplain related issues. It is anticipated that a Lake County SMC Stormwater Permit or permit amendment / modification will be required similar to the IDNR-OWR process but that the floodway/floodplain portions of the submittals will be the same or very similar.

It is our understanding that stormwater detention, BMPs, etc. and associated permitting will not be required from Lake County SMC for the proposed improvements.

Dam Removal Permitting

Again, it is our understanding that an IDNR-OWR permit for the original design has been issued and extended through December 2018 for construction activities in the floodway/floodplain and the removal of the dam. It is assumed that the existing IDNR-OWR permit can be amended / updated to include the removal or modifications to the upstream low head barrier so a separate dam removal permit application will not be necessary. If a separate permit application is necessary, those services can be performed as an additional service to the contract.

USACE & LCSMC Wetland/Waters Permitting

CONSULTANT will prepare and submit the necessary plans and permit applications to Lake County SMC (for any impacts to isolated wetlands or wetland buffers), USACE and IEPA (if applicable). As discussed in the Project Understanding section above, the original design included an Individual Permit application to USACE which automatically triggered an IEPA Section 401 Water Quality Certification that ultimately led to the original design being shelved. After reviewing the available information and the applicable regulations, it is anticipated that proposed project will follow one of the two USACE / IEPA permitting paths outlined below. Option 1 is the preferred path and is include in the base scope of work. Option 2 is a more involved approach and is listed as an alternative in the fee estimate.

- Option 1: Submit to USACE for a new Regional Permit 5 (Wetland and Stream Restoration & Enhancement) and Regional Permit 7 (Temporary Construction Activities) since Section 401 Water Quality Certification has been issued for all Regional Permits. This approach assumes the preferred ultimate design manages the dredge material in such a manner that Individual IEPA Section 401 Water Quality Certification is not required.

Regional Permit 5 does allow the removal of accumulated sediments and subsequently their disposal assuming there is not return water to the stream. (Note: The existing Regional Permits will expire on April 1, 2017 and are expected to be reissued by that date. Some changes may occur in the Regional Permits, including IEPA conditions.)

- Option 2: Submit to USACE for an Individual Permit which will require an Individual IEPA Section 401 Water Quality Certification.

IEPA Dredge Evaluation / Environmental Permitting

As stated before, CONSULTANT understands that IEPA Bureau of Water, Permit Section expressed concerns about the original design meeting water quality standards for dredge supernatant/Geotube return flows to the waterway. IEPA's position at that time was that the proposed Geotube/rock drains design functioned as a treatment works and therefore anti-degradation regulations were triggered requiring any discharges to the waterway to meet water quality standards. Without technical support for treatment performance, IEPA did not believe the project could be permitted as designed at that time.

Although the preferred USACE permitting process identified above assumes that IEPA permit review will not be necessary, their previous involvement and/or design constraints may necessitate IEPA coordination and potentially permitting. CONSULTANT will work with CLIENT to identify alternatives for managing dredge material in a manner that will eliminate the need for IEPA permit review. Alternatives may include work area isolation and dry dredge/excavation, mechanical dredging and/or hydraulic dredging with potential upland land application and/or containment and stabilization. The feasibility of the various alternatives will be evaluated, especially as they relate to the cost and time implications to the project.

If IEPA permitting is required (either through an Individual IEPA Section 401 Water Quality Certification or through a Nationwide Permit 16, Return Water From Upland Contained Disposal Areas), V3 will coordinate with IEPA and prepare the required permit application submittals. Depending on the selected design approach and associated permit requirements, additional sediment sampling and laboratory analysis may be needed. The costs associated with detailed IEPA permitting and additional sampling is shown as an alternate in the fee estimate.

Extent of Agreement

This agreement is for site-related improvements within the boundaries of the project area. Should additional services or improvements be required beyond the project area, the services associated with those improvements will be the subject of a separate agreement. Furthermore, this agreement does **not** include services for:

1. Archaeological consulting services.
2. Any FEMA permitting.
3. Coordination with the local Soil Water Conservation District as it pertains to the submittal and review of the Soil Erosion and Sediment Control Plans for the project. It is assumed that LCSMC will enforce those regulations.
4. Water quality or sediment sampling.
5. Water quality modeling.
6. Impoundment sediment coring.
7. Pump station design.
8. Irrigation, or geotechnical design or consulting services.
9. Identification, estimating or budgeting for environmental cleanup costs.
10. Off-site or on-site roadway design services.
11. Vertical Plats of Survey, plats of easement, or plats of subdivision.
12. Site tree survey.
13. Construction Phase Services such as construction staking, construction phase engineering support, etc.
14. Formal bid assistance.
15. Permitting fees of any kind.

BILLING RATE SCHEDULE
 (Rates effective January 1, 2016 through December 31, 2017)

<u>Description</u>	<u>Hourly Rate</u>
Inter-Fluve Division Director	203.00
V3 Division Director	200.00
V3 Senior Project Manager	175.00
V3 Senior Engineer	170.00
V3 Senior Scientist	170.00
Inter-Fluve Senior Engineer / Project Manager	157.00
V3 Project Manager	150.00
Inter-Fluve Senior Ecologist	142.00
V3 Project Engineer	120.00
V3 Project Scientist	120.00
Inter-Fluve Geomorphologist / Jr. Engineer	119.00
Inter-Fluve CAD Technician	119.00
V3 GIS Technician	95.00
V3 Design Engineer	90.00
V3 Scientist	90.00
V3 CAD Technician	90.00
V3 Administration	65.00
Inter-Fluve Administration	62.00
Survey Crew*	165.00

*Time is charged portal to portal

ATTACHMENT C - KEY PERSONNEL

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Leslie Berns, Manager Land Management	Office: 847-968-3293 Cell: 847-276-6594
Jim Anderson, Director Natural Resources	Office: 847-968-3282 Cell: 847-489-6180

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Greg Wolterstorff, P.E.	Office: 630-729-6334 Cell: 630-936-0316
Derrick Martin, P.E., CFM, CPESC	Office: 630-729-6150 Cell: 630-546-6589

3. Others

NAMES	TELEPHONE NUMBERS
Marty Melchior, CFP – inter-fluve, Inc.	Office: 608-441-0342 Cell: 608-354-8260
Beth Wentzel, P.E. – inter-fluve, Inc.	Office: 608-441-0342 Cell: 608-332-9883