



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: July 31, 2017

MEMO TO: Carol Calabresa, Chair
Planning Committee

Agenda Item # 9.4

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

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Phase I Engineering Services for the Millennium Trail Extension and U.S. Route 45 Underpass connecting Raven Glen and Ethel's Woods Forest Preserves to Civiltech Engineering, Inc., Itasca, Illinois, in the Contract Price of \$97,656.00.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Leadership, Conservation

FINANCIAL DATA: This project was approved as part of the adopted FY2017/2018 Capital Improvement Plan in the amount of \$125,000.00. This portion of the project was estimated at \$110,000.00. The actual cost of \$97,656.00 will be charged to the following accounts: \$22,656.00 to account 11104100-803200-63901 and \$75,000.00 to account 35304100-803200-63903.

BACKGROUND: The extension of the Millennium Trail north from McDonald Woods Forest Preserve will require an underpass to provide a safe crossing at U.S. Route 45 between Raven Glen and Ethel's Woods forest preserves, just north of Miller Road. In addition, a trail segment will be added connecting to existing trails within Raven Glen Forest Preserve. This project will also connect to the proposed parking lot and trail loop that are currently being engineered at Ethel's Woods.

After discussions with LCDOT and IDOT it was determined that this project would be a strong candidate for federal funding assistance through the CMAQ/TAP program administered through CMAP and IDOT. To prepare the project for federal funding, a Phase I engineering study is needed to prepare the Project Development Report for review and approval by IDOT and the Federal Highway Administration. The scope of work for this project will include environmental and location-design studies needed to develop and refine geometric improvements, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public.

It is anticipated that a call for CMAQ applications will occur in January 2018 and TAP applications in May 2018.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR AUGUST MEETING
AUGUST 8, 2017**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract for Phase I Engineering Services for the Millennium Trail Extension and U.S. Route 45 Underpass connecting Raven Glen and Ethel’s Woods Forest Preserves to Civiltech Engineering, Inc.,” and requests its approval.

PLANNING COMMITTEE:

Date: 7-31-2017 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 PHASE I ENGINEERING SERVICES
FOR THE MILLENNIUM TRAIL EXTENSION AND U.S. ROUTE 45 UNDERPASS
CONNECTING RAVEN GLEN AND ETHEL'S WOODS FOREST PRESERVES
TO CIVILTECH ENGINEERING, INC.**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform phase I engineering services for the construction of a portion of the Millennium Trail, including an underpass at U. S. Route 45, to connect Raven Glen and Ethel's Woods Forest Preserves, and a trail segment connecting the existing Raven Glen trails to the Millennium Trail (the "Services"); and

WHEREAS, the Director of Planning and Land Preservation 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, and the Planning Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Civiltech Engineering, Inc. be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Civiltech Engineering, Inc. (the "Contract") in the amount of \$97,656.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Civiltech Engineering, 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 Civiltech Engineering, 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. A Contract for the Services in the Contract Price, in substantially the form attached hereto, is hereby awarded to Civiltech Engineering, 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 _____ 2017

AYES:

NAYS:

APPROVED this _____ day of _____ 2017

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Lake County Forest Preserves

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

CIVILTECH ENGINEERING, INC.

FOR THE

**MILLENNIUM TRAIL EXTENSION - UNDERPASS
CONNECTING RAVEN GLEN AND ETHEL'S WOODS
FOREST PRESERVES AT U.S. ROUTE 45**

**ETHEL'S WOODS & RAVEN GLEN
FOREST PRESERVES**

PROJECT NO. 63910-0145-881

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CIVILTECH ENGINEERING, INC.
FOR THE
MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES**

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 Civiltech Engineering, Inc. a(n) Illinois Corporation, 450 E. Devon Avenue Suite 300, Itasca, Illinois 60143, ("Consultant") make this Contract as of August 8, 2017 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 Phase I 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 receipts 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: Susan Hall

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

NAME Civiltech Engineering, Inc.
ADDRESS 450 E. Devon Avenue Suite 300
CITY STATE Itasca, Illinois 60143
Attention: Joel E. Christell, P.E.

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 Gragnani

Alex Ty Kovach

Title: Secretary

Title: Executive Director

Attest/Witness

CIVILTECH ENGINEERING, INC.

By: _____

By: _____

Jonathan R. Vana, P.E.

Title: _____

Title: President

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
Provide Phase I Engineering services for Millennium Trail Extension – IL Route 45 Underpass, which services include:

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 Transportation
 - Federal Highway Administration
 - Illinois Department of Natural Resources
 - Lake County Stormwater Management Commission
 - U.S. Army Corps of Engineers
 - Illinois Environmental Protection Agency
 - U.S. Fish and Wildlife Service
3. Commencement Date:
August 22, 2017
4. Completion Date:
August 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. \$500,00.00 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 - Lump Sum

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

Ninety-seven thousand six hundred fifty-six Dollars and zero Cents
 (in writing)

\$97,656. Dollars and 00 Cents
 (in figures)

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

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.

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
PROJECT NO: 63910-0145-881

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

Lake County Forest Preserve District
Millennium Trail/U.S. Route 45 Underpass Phase I Study
Scope of Services

Phase I Scope of Services

This Phase I Study for the Millennium Trail – US Route 45 Underpass originally began in 2015 and continued through fall of 2016 before being suspended due to inadequate funds for the local share requirements of the anticipated federal funding. Recently, new funding was reallocated to the project, allowing the Phase I Study to resume. Work previously completed during the first effort shall be utilized as much as possible for the current study and new work shall be performed to complete the remaining Phase I requirements.

The western project limits shall remain as before, commencing at the existing Raven Glen Forest Preserve trail near the intersection of Miller and Beck Roads. However, the eastern project limits are moved westward to the intersection with a new trail and parking area in Ethel's Woods Forest Preserve to be built in 2018-19 under a separate contract. This change in the eastern project limits effectively reduces the physical size of the project.

The Phase I Engineering for this project will include environmental and location-design studies needed to develop and refine geometric improvements, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan which provides the desired level of safety and operation, minimizes impacts to adjacent properties, and which fulfills all of the requirements for processing and funding of this project by the Lake County Forest Preserve District, Illinois Department of Transportation (IDOT), and the Federal Highway Administration (FHWA).

Many of the tasks for the project have been started or completed as part of the original study. This scope of services will show which tasks from the original study have been completed and which tasks will need to be completed to obtain Design Approval. Some tasks listed in this Scope of Services were completed at an earlier date and are indicated with strikethrough text and/or by "(Previously Completed)".

This Scope of Services assumes that this project will be processed as a **Federal Approved Categorical Exclusion** resulting in the preparation of a Project Development Report. Following is the proposed scope of services for the Millennium Trail/U.S. 45 Underpass Phase I Study:

Item 1 - Early Coordination and Data Collection - This work item will include collecting available existing information as follows:

- a. ~~Collect and review previous studies and existing roadway plans.~~ (Previously Completed).
- b. ~~Collect Land Use, Zoning, School District, Park District, etc. maps and plans.~~
- c. ~~Obtain public and private utility atlases.~~
- d. ~~Perform project area reconnaissance and prepare a photo log.~~ (Previously Completed).
- e. ~~Obtain recent digital aerial photography of study area at a scale of 1" = 50'.~~ (Previously Completed).
- f. ~~Prepare and process Environmental Survey Request forms including photographs of any buildings 50 years old or older.~~ (Previously Completed).

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

Scope of Services

- g. Prepare Project Program Information (PPI) Form per IDOT requirements.
- h. Prepare Initial Coordination Meeting Data Form (BLR 22410) as per IDOT requirements.

Item 2 – Field Survey and Preparation of Base Maps – Previously Completed.

Item 3 - Crash Analyses – It is anticipated that a full crash analysis will not be required by IDOT or FHWA. However, crash reports will be obtained to determine if any crash patterns exist along U.S. Route 45 and the location of the proposed underpass. In order to satisfy IDOT and FHWA requirements, it will be necessary to complete a Crash Analysis to determine the existence of any safety hazards. This work item will include the following tasks:

- a. Collect 5 years of crash data from the IDOT and Lake County database.

Item 4 - Traffic Analyses – It will be necessary to determine the existing and 2040 projected traffic volumes for the roadway to include in the Project Development Report and the Type, Size, and Location drawing.

- a. Obtain 24-hour traffic count using Video Counting Units (VCU's) for the intersection of U.S. Route 45 and the proposed underpass.
- b. Reduce and tabulate traffic count data and prepare traffic volume exhibits.
- c. Obtain 2040 traffic projections from CMAP for U.S. Route 45.

Item 5 - Alternate Geometric Studies – A preliminary investigation of the proposed crossing will be completed to determine the location for the underpass and a Technical Memorandum will be prepared to summarize the recommendations. It is assumed that the design survey will be completed after the location for the proposed underpass is determined. Based upon the preliminary geometrics, detailed horizontal geometrics will be completed for the proposed alignment of the bike path. Geometrics will meet LCFPD, American Association of State Highway Transportation Officials (AASHTO), and IDOT design criteria or, where not feasible, justifications for design deviations will be developed. This work task will include the following:

Preliminary Alternative Concepts:

- a. ~~Investigation of location of proposed underpass. (Previously Completed).~~
- b. ~~Preparation of preliminary alignments. (Previously Completed).~~
- c. ~~Preparation of preliminary horizontal geometrics on base sheets. (Previously Completed).~~
- d. ~~Define vertical roadway geometrics including preliminary analysis of proposed roadway cross-sections for trail. (Previously Completed).~~
- e. ~~Prepare Technical Memorandum summarizing locations of underpass and recommendations. (Previously Completed).~~
- f. ~~Submit technical memorandum to LCFPD for review. (Previously Completed).~~
- g. ~~Refine horizontal and vertical geometrics based upon review comments. (Previously Completed).~~

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

Scope of Services

Detailed Geometric Studies – Detailed geometrics have been prepared, but have not been reviewed internally, by LCFPD, or by IDOT. The geometrics will need to be updated and carefully reviewed prior to submittal to LCFPD or IDOT.

- a. Refine detailed horizontal geometrics on topographic base sheets.
- b. Refine vertical roadway geometrics including detailed analysis of proposed roadway cross sections.
- c. Update right-of-way acquisition and grading easement limits.
- d. Revise plan and profile exhibits.
- e. Revise detailed construction cost estimate.
- f. Submit geometrics to LCFPD for review.

Item 6 – Traffic Maintenance Plan – This work task includes the development of a traffic maintenance plan to be put into effect during the construction work. This plan, which will be incorporated into the PDR, will be developed to determine the scope of work along U.S. Route 45 and develop a cost for the plan. It will also address the overall maintenance of traffic through the entire project as well as construction staging. It is assumed that traffic will be maintained on U.S. Route 45 during construction.

Item 7 - Subsurface Soils and Pavement Investigation – This work item will include the following tasks:

- a. Four structure borings for the proposed underpass structure. (To be performed by subconsultant).
- b. Two pavement cores, one along each side of intersection with proposed underpass. (To be performed by subconsultant).
- c. Preparation of a Structure Geotechnical Report providing foundation recommendations for the underpass structure.
- d. Review Soils Report.
- e. Coordination with soils subconsultant.

A soils subconsultant will conduct tasks "a" through "c". We propose to use Midland Standard Engineering and Testing, Inc. as a subconsultant to perform the pavement coring and soils survey for this project. A copy of their detailed proposal is included in Attachment B-6.

Item 8 - Wetland Study – Completed.

Item 9 – Preliminary Environmental Site Assessment – Completed.

Item 10 - Drainage Study – A formal Location Drainage Study is not anticipated as part of this project. However, an analysis of the existing drainage patterns and proposed improvements will be necessary. Because U.S. Route 45 is under the maintenance and jurisdiction of IDOT,

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

Scope of Services

coordination with the Hydraulics Section of IDOT will be necessary to determine what will be required as part of the Phase I Study. The following items will be performed as part of this task.

Existing Drainage Plan

- a. Prepare General Location Drainage Map.
- b. Determine project design criteria.
- c. Develop watershed divides and identify drainage features.
- d. Identify outlets and determine interpreted divides.
- e. Determine base floodplains (includes datum correlation).
- f. Prepare Existing Drainage Plan.

Proposed Drainage Plan

- a. Analysis of drainage alternatives for underpass.
- b. Identify and quantify flood plain encroachments.
- c. Identify R.O.W. requirements for ditches, drainage outlets and detention facilities.
- d. Drainage Design in accordance with IDOT and/or Lake County Stormwater Management Commission.
- e. Prepare Proposed Drainage Plan.
- f. Coordination Meeting with IDOT and Lake County SMC.
- g. Revisions to proposed drainage plan.

It is anticipated that three culverts will be constructed under the proposed trail west of U.S. Route 45. Although a full hydraulic study is not anticipated, the culverts will be analyzed to determine the size.

Item 11 - Structural Studies – The proposed pedestrian underpass is anticipated to be a cast-in-place (CIP) concrete three-sided structure with cast-in-place wingwalls/retaining walls at each corner of the underpass. A color-stained form liner surface is anticipated for the exposed surfaces of the wingwalls. Work will include the preparation of a Type Size & Location (TSL) plan as part of the Phase I engineering study for the new underpass structure. ~~An evaluation of the underpass alternatives are also included as part of this item.~~ The following tasks will be completed for this item:

- ~~a. Analysis of structural alternatives for underpass.~~ (Previously Completed).
- b. Preparation of TS&L drawings.
- c. Preparation of BLR form 10210 (Preliminary Bridge Design and Hydraulic Report)
- d. Preparation of a construction cost estimate for the underpass.
- e. Attend TS&L review meeting with LCFPD and IDOT.

Item 12 - Draft Project Development Report – This work task will involve integration of project data and engineering studies into a Draft Project Development Report that meets requirements as contained in BLR Form 22211. Specifically this work item will include the following:

- ~~a. Prepare report exhibits, including a location map, a land use exhibit, and existing and proposed typical sections.~~ (Previously Completed).

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

Scope of Services

- b. Portions of the PDR are written; however, we will update, proofread and edit the Draft PDR.
- c. Print, bind and deliver Draft PDR.
- d. Attend review meeting with IDOT and LCFPD, if required.

Item 13 - Agency Coordination – An IDOT Kickoff Meeting was held for the project. However, since the limits of the project have changed, we will set up another meeting with IDOT BLRS to discuss this change.

It is anticipated that two FHWA Coordination Meetings will be held to discuss the project. It is anticipated that two meetings will be held with LCFPD staff during the Phase I Study.

All meetings will include preparation for, attendance at, and preparation of meeting minutes.

Item 14 – Public Involvement - It is anticipated that one public meeting will be held for this project. Although it is unknown whether this meeting will be a formal Public Hearing, it has been assumed for this Scope of Services that one will be held. However, the public involvement requirements will be discussed at an FHWA/IDOT Coordination Meeting; therefore, there is the potential that a public meeting/hearing will not be required. This work item will include the following:

Public Hearing

- a. Selection of and coordination with meeting venue.
- b. Preparation of public hearing newspaper display ad.
- c. Preparation of public hearing brochure.
- d. Preparation and distribution of public hearing notification letters.
- e. Preparation of public hearing exhibits.
- f. Attendance at public hearing.
- g. Preparation of public hearing transcript (By court reporter).
- h. Disposition of public hearing comments.

Item 15 - Final Project Development Report - Based on the outcome of the draft report review, the public involvement activities and municipal input, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- a. Revise draft PDR and PDR exhibits.
- b. Revise construction cost estimate for improvements.
- c. Revise draft PDR report, proofread and edit.
- d. Print, bind and deliver final PDR Report.
- e. Preparation and publication of Design Approval legal notices.

Item 16 - Supervision, Administration and Project Coordination - This item includes project setup, monthly invoicing and preparation of status reports, quarterly client coordination meetings

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

Scope of Services

as needed and in-house coordination meetings. This item also includes implementation of Civiltech's quality control/quality assurance in-house review process.

Item 17 – Federal Funding Application – The intention of the Lake County Forest Preserve District is to pursue federal funding for the construction of the trail and underpass. As part of this item, an Illinois Transportation Enhancement Program (ITEP) funding application will be submitted to IDOT for consideration by December of 2017. ITEP funding is very competitive; however, the next call for projects for CMAQ funding is not until 2019. Therefore, it is recommended to go after ITEP funding. It is also recommended to obtain letters of recommendation early for the application.

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
 ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
 PROJECT NO: 63910-0145-881

Lake County Forest Preserve District
 Millennium Trail/I.L.S. Route 45 Underpass Phase I Study
 COST ESTIMATE OF CONSULTANT SERVICES
 PHASE I ENGINEERING

Task	Personnel & Hours										Total Hours	% of Hours	Labor Cost	
	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Structural/Drainage Design	Design Technician	Admin. Asst.				
1 Early Coordination and Data Collection	\$70.00	\$53.00	\$36.00	\$29.00	\$70.00	\$70.00	\$49.00	\$33.00	\$31.00	\$20.00				
2 Field Survey and Preparation of Base Maps		4	2	2	0	0	0	0	0	0	0	8	1.0%	\$ 342
3 Crash Analyses		0	0	0	0	0	0	0	0	0	0	0	0.0%	\$ -
4 Traffic Analyses		0	0	2	0	0	0	0	0	0	0	2	0.3%	\$ 56
5 Alternate Geometric Studies		0	0	4	0	0	0	0	0	0	0	12	1.6%	\$ 364
6 Traffic Maintenance Plan		2	12	36	0	0	0	0	12	2	0	82	10.6%	\$ 2,860
7 Geotechnical Studies		2	4	10	12	0	0	0	0	2	0	30	3.9%	\$ 1,100
8 Wetland Investigation		0	4	2	0	0	0	0	0	0	0	6	0.8%	\$ 284
9 Preliminary Environmental Site Assessment		0	0	0	0	0	0	0	0	0	0	0	0.0%	\$ -
10 Drainage Study		0	2	0	0	0	0	0	0	0	0	2	0.3%	\$ 106
11 Structural Studies		0	10	0	0	34	0	102	2	0	0	148	19.2%	\$ 5,338
12 Draft Project Development Report		0	0	0	0	0	32	65	44	0	0	142	18.4%	\$ 4,926
13 Agency Coordination		2	6	12	20	0	0	0	0	4	0	44	5.7%	\$ 1,550
14 Public Involvement		0	16	18	0	0	0	0	0	0	0	36	4.7%	\$ 1,602
15 Final Project Development Report		4	8	18	20	0	0	0	32	2	0	84	10.9%	\$ 2,964
16 Supervision, Administration & Project Coordination		0	4	26	26	0	0	0	16	2	0	74	9.6%	\$ 2,438
17 Federal Funding Applications		0	42	6	6	0	0	0	0	0	0	54	7.0%	\$ 2,616
Sub-Total	10	124	128	148	34	32	66	146	70	14	2	468	6.0%	\$ 1,654
% of Hours	1.3%	16.1%	16.4%	19.2%	4.4%	4.2%	8.6%	19.0%	9.1%	1.8%	1.8%	71.0%	100.0%	
Total Cost Multiplier (See Exhibit A-4)	\$700	\$6,572	\$4,536	\$4,282	\$2,390	\$2,240	\$3,234	\$4,818	\$2,170	\$280				\$31,222
Direct Costs (See Exhibit A-4)	2.74													\$65,573
Subconsultants (See Exhibit A-4)														\$2,096
														\$9,965
														\$97,656

Total Engineering Cost:
 COST ESTIMATE OF CONSULTANT SERVICES
 Exhibit B-2
 Page 1 of 1

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
 ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
 PROJECT NO: 63910-0145-881

Lake County Forest Preserve District
 Millennium Trail/U.S. Route 45 Underpass Phase I Study
 WORKHOUR ESTIMATE
 PHASE I ENGINEERING

Item No.	Task	Personnel & Hours										Total Hours	% of Hours	
		St. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Structural Design Engineer	Design Technician	Admin. Asst.			
1	Early Coordination and Data Collection A. Contact and review private utilities and existing roadway plans. B. Contact Land Use - Zoning, Subdiv. District, etc. District maps and plans. C. Obtain public and private utility access. D. Obtain private utility records and project photo-log. E. Obtain private utility records and project photo-log. F. Obtain private utility records and project photo-log. G. Prepare Project Program Information (PPI) Form. H. Prepare Initial Coordination Meeting Data Form (ILR 22410). Sub-total Item 1	0	4	2	2	0	0	0	0	0	0	0	0	0.0%
2	Field Survey and Preparation of Base Maps Field survey will be completed by a subcontractor... A. Development of proposed base maps. B. Establish and stake existing utility. C. Coordination with subcontractor. Sub-total Item 2	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
3	Crash Analysis A. Collect 3 years of crash data from the IDOT and Lake County databases. Sub-total Item 3	0	0	0	2	0	0	0	0	0	0	0	2	100.0%
4	Traffic Analysis A. Obtain 24hr traffic counts using video counting units (VCU's) at intersection of U.S. Route 45 and proposed underpass. B. Reduce and tabulate traffic count data and prepare traffic volume exhibits. C. Obtain 24hr projections from CHMAP. Sub-total Item 4	0	0	0	4	0	0	0	0	0	0	0	4	66.7%
5	Alternate Geometric Studies Preliminary Alternative Geometric Studies A. Investigation of proposed underpass location. B. Preparation of preliminary geometric data. C. Preparation of preliminary horizontal geometry on base street. D. Define preliminary vertical geometric including preliminary analysis of proposed roadway cross-sections for the base street. E. Prepare technical memorandum summarizing locations of underpass and proposed roadway cross-sections for the base street. F. Submit technical memorandum to LCSPD for review. G. Review technical memorandum and submit to LCSPD. Detailed Geometric Studies A. Refine detailed horizontal geometrics on topographic base sheets for the preferred alternative. B. Refine vertical geometrics including detailed analysis of proposed roadway cross sections for the preferred alternative. C. Update ROW acquisition and grading easements. D. Revise horizontal plan and profile exhibits for the preferred alternative. E. Prepare technical memorandum summarizing preferred alternative. F. Submit geometrics to LCSPD for review. Sub-total Item 5	2	12	18	36	0	0	0	0	0	0	0	66	100.0%

WORKHOUR ESTIMATE
 Exhibit B-3
 Page 1 of 3

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
 ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
 PROJECT NO: 63910-0145-881

Lake County Forest Preserve District
 Millennium Trail/U.S. Route 45 Underpass Phase I Study

WORKHOUR ESTIMATE
 PHASE I ENGINEERING

Item No.	Task	Personnel & Hours										Total Hours	% of Hours	
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Structural Engineer	Chief Structural Engineer	Structural Engineer	Structural/Drainage Engineer	Design Technician	Admin. Asst.			
6	Traffic Maintenance Plan	2	2	8	8								30	66.7%
	A. Review SWS Report												2	5.7%
	B. Submit IDOT for review												2	5.7%
	C. Revise traffic maintenance plan and submit to IDOT												8	25.7%
	Sub-total Item 6	2	4	10	12	0	0	0	0	0	0	0	30	100.0%
7	Geotechnical Studies													
	The geotechnical studies will be conducted by a subcontractor -													
	Milroy Standard Engineering & Testing, Inc.													
	A. Review SWS Report													
	B. Subcontractor Coordination													
	Sub-total Item 7	0	4	2	0	0	0	0	0	0	0	0	6	100.0%
8	Wetland Investigation													
	The wetland investigations will be completed by a subcontractor -													
	Subcontractor Environmental Consulting													
	A. Subcontractor Coordination													
	Sub-total Item 8	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
9	Preliminary Environmental Site Assessment													
	The ASCA will be completed by a subcontractor -													
	Stadler Associates Consulting													
	A. Subcontractor Coordination													
	Sub-total Item 9	0	2	0	0	0	0	0	0	0	0	0	2	100.0%
10	Drainage Study													
	Existing Drainage Plan													
	A. Prepare existing conditions Drainage Map													
	B. Develop project design criteria													
	C. Develop watershed divides and identify major existing drainage features													
	D. Identify existing drainage outlets													
	E. Determine base floodplains (includes datum correlation)													
	F. Develop Existing Drainage Plan for the project study limits													
	Proposed Drainage Plan													
	A. Analysis of drainage alternatives for underpass													
	B. Identify and quantify floodplain encroachments													
	C. Identify ROW requirements for ditches, drainage outlets, and detention basins													
	D. Drainage Design in accordance with IDOT and/or Lake County Stormwater Management Commission													
	E. Prepare Proposed Drainage Plan													
	F. Coordination Meeting with IDOT and Lake County SMC													
	G. Revisions to Proposed Drainage Plan													
	F. Hydraulic study to determine size of culverts													
	Sub-total Item 10	0	10	0	0	34	0	0	0	0	0	102	2	100.0%
11	Structural Studies													
	A. Analysis of structural alternatives for underpass													
	B. Preparation of TS&L drawings													
	C. Preparation of BLR Form 10210 (Preliminary Bridge Design and Hydraulic Report)													
	D. Preparation of construction cost estimate for the underpass													
	F. Attend review meeting with LGFPD and IDOT													
	Sub-total Item 11	0	0	0	0	37	0	0	0	0	0	44	4	142

WORKHOUR ESTIMATE
 Exhibit B-3
 Page 2 of 3

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
 ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
 PROJECT NO: 63910-0145-881

Lake County Forest Preserve District
 Millennium Trail/IL Route 45 Underpass Phase I Study

WORK-HOUR ESTIMATE
 PHASE I ENGINEERING

Item No.	Task	Personnel & Hours										Total Hours	% of Hours	
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Structural/Drainage Design Engineer	Design Technician	Admin. Assi.			
12	Draft Project Development Report A. Prepare report including a location map, a land use exhibit, and existing and proposed special studies. B. Write, proofread and edit the Draft Project Development Report. C. Print, bind and deliver Draft Project Development Report. D. Agency review meeting with DOT and LCFPD (if required). Sub-total Item 12	2	2	12	16								4	0.0%
13	Agency Coordination A. Preparation for and attendance at LCFPD subcommittee meeting. B. Preparation for and attendance at DOT Agency Meeting. C. Preparation for and attendance at 1 meeting with DOT. D. Preparation for and attendance at 2 meetings with FHWA. E. Preparation for and attendance at 2 meetings with the LCFPD. Sub-total Item 13	0	18	18	0	0	0	0	0	0	0	0	44	100.0%
14	Public Involvement Public Hearing (if necessary) A. Selection of and coordination with meeting venue. B. Preparation of public hearing newspaper display ad. C. Preparation of public hearing brochure. D. Preparation and distribution of public meeting notification letters. E. Preparation of public hearing exhibit. F. Attendance at public hearing. G. Preparation of public hearing transcript (by court reporter). H. Discussion of public hearing comments. Sub-total Item 14	4	8	18	20	0	0	0	0	0	0	32	84	100.0%
15	Final Project Development Report A. Revise Project Development Report exhibits. B. Revise construction cost estimate for improvements. C. Prepare final Project Report, pre-board and edit. D. Prepare final Project Report, pre-board and edit. E. Preparation and publication of Design Approval legal notices. Sub-total Item 15	0	4	26	26	0	0	0	0	16	2	74	100.0%	
16	Supervision, Administration & Project Coordination A. Project setup, monthly invoicing, status reports & schedule monitoring. B. Client Coordination. C. In-house coordination meetings. Sub-total Item 16	0	42	6	6	0	0	0	0	0	0	0	54	100.0%
17	Federal Funding Applications A. Prepare funding applications. B. Prepare funding application with the LCFPD. C. Submit funding applications. Sub-total Item 17	0	10	14	20	0	0	0	0	0	0	0	44	100.0%
Total Hours:		10	124	126	148	34	32	68	146	70	14	770		
% of Hours:		1.3%	16.1%	16.4%	19.2%	4.4%	4.2%	8.6%	19.0%	9.1%	1.8%	100.0%		

WORKHOUR ESTIMATE
 Exhibit B-3
 Page 3 of 3

Lake County Forest Preserve District

Millennium Trail/U.S. Route 45 Underpass Phase I Study

PHASE I ENGINEERING
 DIRECT COSTS AND SUBCONSULTANTS

				Direct Cost	Subconsultant Expense
Item 1 Early Coordination and Data Collection					
Mileage					
	0 trip @		0 miles @	\$0.535	\$0.00
Item 2 Field Survey and Preparation of Base Maps					
Subconsultant Expense - Jorgensen & Associates, Inc. See Attachment B					
Item 4 Traffic Analyses					
	Video Count Data Reduction		Lump Sum		\$350.00
Mileage					
	2 trips @		48 miles @	\$0.535	\$51.36
Item 5 Alternate Geometric Studies					
Printing (Assume 5 copies)					
	50 sheets @	\$0.50			\$25.00
	20 sheets @	\$0.15			\$3.00
Postage					
	2 packages @	\$25.00			\$50.00
Item 7 Geotechnical Studies					
Subconsultant Expense - Midland Standard Engineering & Testing, Inc. See Attachment C					
					\$9,985.00
Item 8 Wetland Investigation					
Subconsultant Expense - Stuedemann Environmental Consulting See Attachment D					
Item 9 Preliminary Environmental Site Assessment					
Subconsultant Expense - Stuedemann Environmental Consulting See Attachment D					
Item 10 Drainage Study					
Mileage					
	1 trip @		48 miles @	\$0.535	\$25.68
Printing (Assume 10 copies)					
	20 sheets @	\$0.50			\$10.00
	50 sheets @	\$0.15			\$7.50
Postage					
	2 packages @	\$25.00			\$50.00

DIRECT COSTS AND SUBCONSULTANTS

EXHIBIT B-4

June 2, 2017

Lake County Forest Preserve District
Millennium Trail/U.S. Route 45 Underpass Phase I Study

PHASE I ENGINEERING
DIRECT COSTS AND SUBCONSULTANTS

				Direct Cost	Subconsultant Expense
Item 11 Structural Studies					
Mileage					
	1 trip @		48 miles @	\$0.535	\$25.68
Printing (Assume 5 copies)					
	20 sheets @	\$0.50			\$10.00
	50 sheets @	\$0.15			\$7.50
Postage					
	2 packages @	\$25.00			\$50.00
Item 12 Draft Project Development Report					
Printing (Assume 5 copies)					
	50 sheets @	\$0.50			\$25.00
	100 sheets @	\$0.15			\$15.00
Postage					
	2 packages @	\$25.00			\$50.00
Item 13 Agency Coordination					
Mileage					
	2 trips @		50 miles @	\$0.535	\$53.50
	3 trips @		20 miles @	\$0.535	\$32.10
Item 15 Public Involvement					
	Display Ad		2 each @	\$250.00	\$500.00
	Court Reporter		1 each @	\$500.00	\$500.00
	Printing		100 sheets @	\$0.50	\$50.00
Postage					
	1 meeting @ 20 letters				
	20 letters	\$0.48			\$9.60
Mileage					
	2 trips @		100 miles @	\$0.535	\$107.00
Item 16 Final Project Development Report					
Printing (Assume 5 copies)					
	50 sheets @	\$0.50			\$25.00
	100 sheets @	\$0.15			\$15.00
Postage					
	2 packages @	\$25.00			\$50.00
TOTAL:				\$2,098	\$9,985

DIRECT COSTS AND SUBCONSULTANTS
EXHIBIT B-4
Page 2 of 2

June 2, 2017



www.mset.com

MIDLAND STANDARD ENGINEERING & TESTING, INC.
558 Plate Drive, Unit 6 East Dundee, Illinois
(847) 844-1895 f(847) 844-3875

June 1, 2017

Mr. Joel E. Christell, P. E.
Civiltech Engineering, Inc
450 East Devon Avenue, Suite 300
Itasca, Illinois 60143

Re: Proposal for Subsurface Exploration and SGR Report
Millennium Trail Pedestrian Tunnel under US Route 45
Lake County, Illinois

Dear Mr. Christell:

We are pleased to have the opportunity to submit the following proposal for performance of a soil exploration for the proposed improvements.

Project Description and Scope of Work

The proposed project consists of a subsurface soil investigation for a proposed pedestrian tunnel under US Route 45 in Lake County, Illinois.

Method of Performance - Field Work

The subsurface soil exploration for the structure will be accomplished by performing four (4) structure soil borings to a depth of forty (40) feet below the existing ground surface. In addition to the soil borings, two (2) pavement cores will be made to determine the existing Route 45 pavement section.

The structure soil borings will involve drilling a test hole that incorporates standard penetration testing and split-spoon sampling at 2-1/2 foot intervals. The borings will be performed in compliance with the current State of Illinois, Geotechnical Manual.

Method of Performance - Analysis and Report

We have assumed that drill rig access to fields at the proposed trail underpass will be provided to MSET and no provisions for crop damage are included in this budget estimate. We propose to mobilize a drill rig to the site, notice to proceed, layout, and utility clearance. We will provide a Field Engineer at the site during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about the site. Results of our fieldwork and a preliminary analysis will be available as the work is completed. A formal report would be provided shortly thereafter.

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
PROJECT NO: 63910-0145-881

Midland Standard Engineering & Testing, Inc.

6/1/17

Our testing program will include laboratory tests to determine the classification, strength, water content, and other physical properties of the soils. The results of our field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer. Two (2) copies of the report will be provided.

Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: \$ 9,985.00. We will not exceed this amount with out prior authorization.

General

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous soil explorations in this area. We are looking forward to working with you on this project.

Respectfully Submitted,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.
Principal Engineer

WJW

Enclosure: Attachment 1 and General Conditions

MILLENNIUM TRAIL EXTENSION IL ROUTE 45 UNDERPASS
 ETHEL'S WOODS & RAVEN GLEN FOREST PRESERVES
 PROJECT NO: 63910-0145-881

Midland Standard Engineering Testing, Inc.

6/1/17

**ATTACHMENT 1
 SCHEDULE OF SERVICES AND FEES**

Millennium Trail Pedestrian Underpass at US Route 45
 Lake County, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extention</u>
<u>Field Services</u>			
Mobilization of Drilling equipment, lump sum	1	\$450.00	\$450.00
Structure Soil boring with Split spoon soil sampling 0 to 40 feet deep, per foot	160	\$23.00	\$3,680.00
Temp. Well Pipe, 2" PVC, 40 feet, lump sum	1	\$275.00	\$275.00
Pavement Core, each	2	\$175.00	\$350.00
Traffic Control, signs, flagmen, per day	0.5	\$660.00	\$330.00
		Field Services Total:	\$5,085.00
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	65	\$6.00	\$390.00
Soil Classification, Atterberg Limts & Grain Size by Hydrometer Method, each	2	\$170.00	\$340.00
		Laboratory Services Total:	\$730.00
<u>Engineering Services for SGR Soil Report Including:</u>			
Layout Coordination			
Utility Clearance and Permits			
Field Supervision During Drilling			
Preparation of Soil Boring Logs			
Analysis and Recommendations			
Report Preparation and Consultation			
Principal Engineer, per hr.	2	\$145.00	\$290.00
Project Engineer, per hour	12	\$125.00	\$1,500.00
Staff Engineer, per hr.	6	\$100.00	\$600.00
Field Engineer, per hr.	18	\$95.00	\$1,710.00
Draftsman/Word Processing, per hr.	1	\$70.00	\$70.00
		Engineering Cost Total:	\$4,170.00
		PROJECT TOTAL:	\$9,985.00

Midland Standard Engineering & Testing, Inc.
 CIVIL • GEOTECHNICAL • CONSTRUCTION MATERIALS

FEE AND RATE SCHEDULE
 GENERAL CONDITIONS

ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

Principal or Consulting Engineer.....
 Project Engineer or Project Geologist.....
 Senior Engineer, Senior Designer,
 Or Senior Resident.....
 Staff Engineer or
 Senior Engineering Technician.....
 Secretarial Services.....

SEE PROPOSAL

REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

1. Transportation, lodging, and subsistence for out of town travel
2. Special mailing and shipping charges.
3. Special materials and equipment unique to the project.
4. Automobile travel to projects.

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the service of reputable subcontractors to perform such work.

SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the client desires, we will restore any damage to the site and add the cost of restoration to the fee.

INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1½% per month, or the maximum rate allowed by law, on past due accounts. The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000. each occurrence, \$1,000,000. aggregate), and property damage (limit \$1,000,000. each occurrence, \$1,000,000. aggregate). Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client places greater responsibilities upon us or requires further insurance coverage, we, if specifically so directed, will take out additional insurance (if producible) to protect us, at the client's expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not exceed \$50,000., or the amount of our fee, whichever is greater.

Initial _____

ATTACHMENT C - KEY PERSONNEL

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Jeff Sloom, Planning Manager	(847) 968-3277
Susan Hall, Landscape Architect	(847) 968-3270

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Joel E. Christell, P.E.	(630) 735-3941