



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: February 4, 2019

MEMO TO: John Wasik, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Phase II Engineering Services for the Millennium Trail-U.S. Route 45 Underpass and Trail connecting Ethel’s Woods and Raven Glen Forest Preserves to Civiltech Engineering, Inc., Itasca, Illinois in the Contract Price of \$310,202.00.

STRATEGIC DIRECTION(S) SUPPORTED: Public Access and Connections; Leadership

FINANCIAL DATA: This project was approved as part of the adopted FY2018/2019 Capital Improvement Plan in the amount of \$1,350,000.00. This portion of the project was estimated at \$320,000. The actual cost of \$310,202.00 will be charged 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 the existing trails within Raven Glen Forest Preserve. This project will also connect to the proposed parking lot and trail loop that are currently under construction 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, the District Board approved a contract for Phase I engineering services in August 2017 and a locally funded Phase II engineering contract is critical to receiving a favorable “shovel-ready” rating during the application review process. If the District is successful at receiving the federal funding, 80% of the construction and Phase III engineering costs will be covered under the grant and the District will be responsible for the remaining 20% of the costs.

A new call for grant submittals is anticipated in the first Quarter of 2019.

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 FEBRUARY MEETING
FEBRUARY 12, 2019**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract for Phase II Engineering Services for the Millennium Trail-U.S. Route 45 Underpass to Civiltech Engineering, Inc.,” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes:____ Nays:____
 Voice Vote Majority Ayes; Nays:____

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

**A RESOLUTION AWARDING A CONTRACT FOR PHASE II ENGINEERING SERVICES
FOR THE MILLENNIUM TRAIL-U.S. ROUTE 45 UNDERPASS AND TRAIL
TO CIVILTECH ENGINEERING, INC.**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform phase II engineering services for the construction of a portion of the Millennium Trail, including an underpass at U.S. Route 45, to connect Ethel's Woods and Raven Glen 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, 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 \$310,202.00 (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 _____, 2019

AYES:

NAYS:

APPROVED this _____ day of _____, 2019

Angelo D. Kyle, 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 - U.S. ROUTE 45 UNDERPASS
PHASE II ENGINEERING SERVICES

ETHEL'S WOODS / RAVEN GLEN FOREST
PRESERVES

63903-166-927

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**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CIVILTECH ENGINEERING, INC.
FOR THE
MILLENNIUM TRAIL – US ROUTE 45 UNDERPASS PHASE II ENGINEERING SERVICES
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, Two Pierce Place, Suite 1400, Itasca, Illinois 60143 ("Consultant") make this Contract as of February 15, 2019 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

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

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

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute and carry out 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 competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

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

1.7 Consultant's Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV - INSURANCE; INDEMNIFICATION

4.1 Insurance

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

4.2 Indemnification

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

ARTICLE V - PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

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

5.6 Accounting

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

ARTICLE VI - REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions by Owner Deemed for Convenience

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

ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

NAME: Lake County Forest Preserve District
ADDRESS: 1899 West Winchester Road
CITY STATE: Libertyville, Illinois 60048
Attention: Jeff Slood, Planning Manager

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

NAME: Civiltech Engineering, Inc.
ADDRESS: Two Pierce Place, Suite 1400
CITY STATE: Itasca, Illinois 60143
Attention: Kristin R. Kalitowski, P.E., Project Manager

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
Title: Secretary

Alex Ty Kovach
Title: Executive Director

Attest/Witness

CIVILTECH ENGINEERING, INC.

By: _____
Title: _____

By: _____
Jonathan R. Vana
Title: President

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
The consultant shall provide Phase II design engineering services for the Millennium Trail – US Route 45 Underpass. The project is intended to be funded in part by Federal aid funds and therefore the work shall meet all related requirements. All relevant permits and approvals shall be included.

The project consists of a pedestrian underpass located at US Route 45 approximately 450' north of Miller Road in Antioch Township. The underpass will be a poured-in-place concrete structure similar in design to other District underpasses at Wilson Road and Rollins Road. The length of the structure shall be slightly longer than these structures to allow for a future right turn lane for southbound US Route 45 to westbound Miller Road.

The Services shall include all plans, specifications and bid documents required to meet all federal, state and local approvals and Federal Highway Administration and Illinois Department of Transportation letting and construction requirements. See Attachment B, the Consultant's Scope of Services for a detailed description of the Services.

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>
All federal, state and local requirements	Consistent with desired IDOT letting schedules

3. Commencement Date:
February 26, 2019

4. Completion Date:
February 14, 2020

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 injury-per-occurrence
 - b. \$500,000 disease-per-employee
 - c. \$500,000 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
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6. Contract Price:

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

Three hundred ten thousand two hundred and two Dollars and zero Cents
(in writing)

\$310,202 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.

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

PHASE II ENGINEERING SCOPE OF SERVICES

1. Data Collection and Early Coordination

- A. Initial Meeting with LCFPD** - We will meet with the Lake County Forest Preserve District to further discuss the Phase I work performed to date, project requirements, schedule, and coordination with IDOT and any others involved with the project.
- B. Review Phase I Project Development Report** - The Project Manager and Design Engineers will review the approved Phase I project report in detail to ensure that the design of the proposed improvements is in accordance with the report. Furthermore, the report will be reviewed to ensure that any commitments made during the Phase I stage of the project are followed through during Phase II Engineering.
- C. Data Collection and Review** - This work item will include obtaining and reviewing record information such as existing geotechnical reports, aerial photography, contour mapping, and other available data such as existing plans and utility atlases. This item will also include collecting non-municipal utility atlases and right-of-way data. Much of this information was obtained during the Phase I stages of the project, however it will need to be verified and/or updated during Phase II.
- D. Topographic Survey (Supplemental Areas)** - The topographic survey and cross sections were completed during the Phase I portion of the project by Jorgensen and Associates. Supplemental survey will be required during the Preliminary Phase II Engineering. Based on an initial review of the survey from Phase I, additional survey is needed along US Route 45 to the extent of proposed temporary pavement as well as along the alignment of the proposed storm sewer that will outfall to Hastings Creek and at the connections to the recently constructed Ethel's Woods Trail and parking lot. Jorgensen and Associates will pick up any required supplemental survey. This work item includes coordination with the survey subconsultant.
- E. Geotechnical Investigation and Pavement Design** – This item includes obtaining shallow depth probes along the trail alignment to determine topsoil depths and provide testing of the sub-grade soils. Midland Standard Engineering & Testing will obtain this soils information, and prepare a report with recommendations as a subconsultant to Civiltech. This work item will also include review of the Soils Report that was prepared during Phase I as well as coordination with the soils and environmental subconsultant. IDOT may require a Pavement Analysis to be submitted for their review. Based on the record plan information gathered and the pavement cores performed during Phase I, Civiltech will prepare the required forms and back up documentation IDOT to confirm the structure of the reconstructed US Route 45 pavement above the underpass.
- F. Special Waste Investigation (PESA, PSI) / CCDD Testing** – Civiltech will review any existing special waste reports including the Preliminary Environmental Site

Assessment (PESA) that was completed as part of the Phase I engineering. PESA reports must be kept current so we anticipate two updates will be required between now and the project letting. A PSI may also be required based on the results of the PESA. The PSI would include additional sampling to further identify special waste project requirements for the construction documents, and determine whether excess material can be disposed of at a Clean Construction and Demolition Debris (CCDD) site. Huff and Huff will complete the PESA updates and the PSI work as a subconsultant. Huff & Huff will take their samples from the borings that MSET will be performing as part of the geotechnical investigation so multiple drilling operations will not be required.

Huff and Huff will also complete any required LPC 662 or 663 forms. Civiltech will incorporate these forms into the project specifications.

IDOT performed a PESA during Phase I for work with in the US Route 45 ROW. Civiltech will complete the PESA response form and submit it with accompanying exhibits for IDOT's review. If needed, IDOT will then perform a PSI. The results of the PSI will be incorporated in the project plans and specifications. Extended timeframes are required by the Department to complete this work, so it will be critical to identify project needs right away and plan accordingly.

G. Drainage Design – The drainage Technical Memorandum prepared during Phase 1 will be used a basis for the Proposed Drainage Design. The concept design completed for the drainage Technical Memorandum will be confirmed and detailed drainage calculations for proposed culverts and storm sewer will be completed in accordance with LCSMC requirements.

H. Wetland Report Updates – The wetland report completed during Phase I will expire in June 2021 and may need to be updated prior to the project letting. This item includes updating the wetland delineation performed during Phase I. This work will be completed by Huff & Huff. Jorgensen & Associates will survey any new wetland flags that are placed.

This work item will also include review of the Wetland Report that was prepared during Phase I as well as coordination with the environmental subconsultant.

I. IDOT Project Kick-off Meeting - We will also conduct a joint meeting with the Illinois Department of Transportation to discuss the project and gain everyone's acceptance of the project schedule and commitment to timely reviews.

2. Preliminary (65%) Engineering

A. Plan Base Sheet Preparation and Field Visit- We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Information included on the base sheets will be field verified to confirm completeness and accuracy of topographic features.

This item includes review of the topographic survey and performing a "plan-in-hand"

field check of the project site to v e r i f y the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design.

At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Utility Company Coordination and visual observation in the field.

B. Preliminary Plans (65%) - We will prepare preliminary plans containing the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State and Local Standards (2 sheets)
- Alignment, Ties, and Benchmarks (1 sheet) (1"=100')
- Overall Site Plan (1 sheet) (1"=100')
- Typical Sections (2 sheets)
- Trail Plan and Profile/Drainage and Utilities (5 sheets) (1"=50')
- US Route 45 Plan and Profile/Drainage and Utilities (2 sheets) (1"=50')
- Underpass Storm Sewer Plan and Profile (3 sheets) (1"=50')
- Trail Erosion Control and Landscaping Plan (4 sheets) (1"=50')
- US Route 45 Erosion Control and Landscaping Plans (2 sheets) (1"=50')
- Pavement Marking and Signing (1 sheet) (1"=50')
- General Plan & Elevation (1 sheet)
- General Notes, Staging Details & Total Bill of Material (1 sheet)
- Underpass Details (2 sheets)
- Wingwall Details (3 sheets)
- Architectural Details (1 sheet)
- Temporary Concrete Barrier Details (1 sheet)
- Bar Splicer Assembly Details (1 sheet)
- Soil Boring Logs (2 sheets)
- Trail Cross Sections (10 sheets) (1"=10' H, 1"=5'V)
- US Route 45 Cross Sections (16 sheets) (1"=10' H, 1"=5'V)

We estimate that the pre-final contract plans will contain a total of 62 sheets.

Cross sections will be included within the contract plans and prepared at 50-foot intervals and will include half sections at intersections of streets, high and low points along the trail profile, the beginning of project, end of project, and culverts in accordance with Lake County Plan Preparation Guidelines in an effort to establish grading limits and earthwork computations.

The following assumptions have been made with regards to the underpass design:

1. The underpass will be a cast-in-place concrete 3-sided structure founded on spread footings and will provide 18-ft clear width and 10-ft min vertical clearance. Cast-in-place concrete wingwalls will run parallel with US Route 45.
2. The proposed pedestrian underpass and adjacent wingwalls will be designed and detailed in accordance with the AASHTO LRFD Bridge Design Specifications, the 2012 IDOT Bridge Manual and the IDOT Standard

Specifications for Road and Bridge Construction.

3. The proposed underpass will be designed for HL-93 design loading.
4. Exposed surface of the wingwalls and headwalls will have aesthetic treatments such as form liner surfaces and ornamental railings.
5. Traffic will be maintained on US Route 45 during construction utilizing staged construction and temporary pavement.
6. The path will be located above the water table and the underpass will be gravity drained (no pump station).
7. 4 wingwalls (one at each corner) are expected with maximum retained heights of about 20-ft and approximate lengths of 50-ft.

The Preliminary Plan preparation and submittal will serve as a progress submittal for review by the Forest Preserve staff, in an effort to identify and address any significant design issues prior to completing pre-final plans. We will communicate with the Forest Preserve throughout the design process to resolve any current design issues.

In an effort to alert the various utility companies of possible conflicts and to advise them of the overall project schedule, we will submit a utility plan set for their review. It is our intention that this submittal will allow the utility companies to review the plans to determine where additional information is needed concerning the location of their facilities.

- C. **Preliminary Quantity Calculations** - We will perform detailed quantity calculations at the preliminary stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.
- D. **Preliminary Estimate of Cost** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.
- E. **Preliminary Design Review Meeting** – We will attend a meeting in order to present the findings of the Preliminary stage of the engineering process and discuss the status of the project with the Forest Preserve.
- F. **Final Determination and Staking of Trail Alignment** – The District has established a conceptual alignment for the trail construction through the Phase I engineering. As with past projects we have completed with the LCFPD, we will field stake, and walk the trail alignment with District staff to confirm the alignment, and make any adjustments based on field conditions prior to proceeding with the detailed Phase II design. It may be necessary to modify the initial field staked alignment in certain areas based on more detailed design. These changes may be necessary based on grading conditions affecting the horizontal and/or vertical alignment, drainage conditions, or environmental impacts. These stakes will be the basis for any required supplemental design topographic survey, which will supplement the existing survey data. We will produce contours and cross sections from the survey for use in completing our preliminary design. We will anticipate the need for minor supplemental survey based on any changes to the initial staked

alignment made during the detailed design phase. Once the trail alignment is finalized, we will field stake the final trail alignment in accordance with LCFPD requirements.

Our subconsultant Jorgensen and Associates will field stake the initial alignment, survey any stakes that have been relocated, and complete any supplemental survey needed due to an alignment revision.

3. Pre-Final (90%) Plans, Special Provisions and Estimates

A. **Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Forest Preserve's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with LCFPD standards and requirements. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes and List of State and Local Standards (2 sheets)
- Summary of Quantities (6 sheets)
- Schedule of Quantities (2 sheets)
- Alignment, Ties and Benchmarks (1 sheet) (1"=100')
- Overall Site Plan (1 sheet) (1"=100')
- Typical Sections (2 sheets)
- Trail Plan and Profile/Drainage and Utilities (5 sheets) (1"=50')
- US Route 45 Plan and Profile/Drainage and Utilities (2 sheets) (1"=50')
- Underpass Storm Sewer Plan and Profile (3 sheets) (1"=50')
- MOT General Notes and Typical Sections (2 sheets)
- Maintenance of Traffic (4 sheets) (1"=50')
- Trail Erosion Control and Landscaping Plan (4 sheets) (1"=50')
- US Route 45 Erosion Control and Landscaping Plans (2 sheets) (1"=50')
- Pavement Marking and Signing (1 sheet) (1"=50')
- General Plan & Elevation (1 sheet)
- General Notes, Staging Details & Total Bill of Material (1 sheet)
- Underpass Details (2 sheets)
- Wingwall Details (3 sheets)
- Architectural Details (1 sheet)
- Temporary Concrete Barrier Details (1 sheet)
- Bar Splicer Assembly Details (1 sheet)
- Soil Boring Logs (2 sheets)
- Lighting Plans and Details (4 sheets)
- Trail Cross Sections (10 sheets) (1"=10' H, 1"=5'V)
- US Route 45 Cross Sections (16 sheets) (1"=10' H, 1"=5'V)
- Construction Details (8 sheets)

We estimate that the pre-final contract plans will contain a total of 88 sheets.

We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform

the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

- B. **Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Forest Preserve and County special provisions and bidding documents will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet, Bureau of Design Check Sheet, and District 1 Special Provisions.
 - C. **Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.
 - D. **Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.
 - E. **Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.
 - F. **Pre-Final Project Review Meetings** - Project review meetings will be held with the Forest Preserve to address design issues and plan comments generated from the pre-final contract document review.
4. **Final (100%) Plans, Special Provisions and Estimates**
- A. **Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Forest Preserve, as part of our deliverables, detailed information including all design, quantity calculations, and CAD files. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.
 - B. **Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in

the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

- C. **Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.
 - D. **Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities.
 - E. **Final QA/QC Review** - Prior to the final submittal a second QA/QC review of the plans and special provisions will be performed.
5. **Project Administration, Coordination and Permits**
- A. **Project Administration** - This item includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes coordination meetings with the Forest Preserve as well as internal project team coordination meetings.
 - B. **Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.
 - C. **Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. Although no utility conflicts are anticipated, we will coordinate with the Forest Preserve and the managing agencies to relocate their facilities out from under the trailhead parking or access driveway locations to resolve any potential conflicts.

During the Phase I it was determined that the proposed trail will cross a West Shore Gas pipeline. Our subconsultant Midland Standard Engineering and Testing will perform a subsurface utility investigation to determine the horizontal and vertical location of the pipe line. This information will allow us to work with West Shore to include project design specifications to ensure their pipe is protected during and after trail construction.
 - D. **IDOT BLRS Coordination and Joint Agreement Preparation** - We have included a nominal amount of time to work with the LCFPD and IDOT in the preparation of project update forms, the Project Program Information Form, and the joint agreements for construction. This item will also include coordination with Mike Klemens at the Lake County Council of Mayors to ensure that they are up to date on the project status from schedule and funding standpoints.
 - E. **Lake County Stormwater and USACE Permitting and Documentation** - All

stormwater and drainage design will be in accordance with the Lake County Watershed Development Ordinance. This project will require a permit submittal to Lake County in compliance with the Watershed Development Ordinance. We will prepare and submit an application along with the required back up documentation related to wetland permitting to both the USACE and LCSMC.

We will schedule a pre-application meeting with Lake County Stormwater Management Commission (SMC) to introduce and present the proposed improvement project and discuss the requirements with the Lake County Watershed Development Ordinance. We will prepare and submit the SMC permit application to demonstrate project compliance with the Lake County Watershed Development Ordinance.

Our subconsultant Huff & Huff will complete the wetland sections of the SMC and USACE permit applications as necessary.

Should impacts be unavoidable and mitigation required, this scope does not include the funding for the actual purchase of wetland bank credits within the selected wetland bank.

- F. **NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.
- G. **Shop Drawing Review** – This review will be performed on items requiring shop drawing submittals for the underpass lighting, the metal railings on the underpass headwalls and wingwalls, and the temporary soil retention system for staged construction.
- H. **Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the project.

FEE CALCULATION AND SCHEDULE

In order to calculate our “not-to-exceed” fee for our projects, we estimate the number of man-hours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and multiplier of 2.67 to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs, and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following “not-to-exceed” fees for the Phase II Professional Engineering Services fees:

Phase II Engineering (labor):	\$93,59
Phase II Engineering	\$156,29
Phase II Engineering (direct	\$60,31
	<hr/>
	\$310,202

ATTACHMENT C - KEY PERSONNEL

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Jeff Slood	Planning Manager	847-968-3277	847-489-6186	jslood@lcfpd.org

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Kristin R. Kalitowski, P.E.	Project Manager	630-735-3369		kkalitowski@civiltechinc.com
Johnathan R. Vana	President	630-735-3382		jvana@civiltechinc.com