



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** March 2, 2020

**MEMO TO:** John Wasik, Chair  
Planning Committee

**Agenda Item#** 9.10

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

**RECOMMENDATION:** Recommend approval of a Resolution awarding a Contract for Civil Engineering Services for Site Improvements at Lakewood Forest Preserve to Pearson, Brown and Associates, Inc., Libertyville, Illinois in the Contract Price of \$291,500.00.

**STRATEGIC DIRECTION SUPPORTED:** Public Access and Connections.

**FINANCIAL DATA:** The implementation of the Lakewood Master Plan project was approved as part of the adopted FY2020 Capital Improvement Plan in the amount of \$4,257,423.00. This portion of the project will be charged to account 35304100-803200-61020.

**BACKGROUND:** On January 14, 2020, the Board of Commissioners approved a Master Plan for Lakewood Forest Preserve and authorized staff to proceed with the implementation of Phase I of the planned improvements. The Master Plan identifies several proposed site improvements which will replace aging and inefficient infrastructure, provide new accessible facilities, and reduce long-term operating costs. As part of the Master Plan, existing parking lots, vehicle entrances, and roads will be removed, relocated, and/or reconstructed in an effort to provide a vehicular circulation system that is safe, more efficient, and properly sized. Other infrastructure improvements include: i) the complete replacement of the existing utilities that will provide service to the planned recreational facilities including domestic water supply, septic systems, and electrical service; ii) a 1.6-mile fully accessible paved loop trail; iii) accessible routes to the new shelter areas; iv) an expanded day use area with improved access to Taylor Lake; v) a nature-based play area; and vi) site grading and landscaping. Pearson, Brown and Associates was recommended by staff because of their successful performance on similar District projects.

The engineering services contract will include surveying, design, civil engineering, preparation of construction documents, permitting, and construction observation services. Construction of the site improvements are estimated to begin in spring 2021 with an anticipated completion in the fall 2022.

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

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR MARCH MEETING  
MARCH 10, 2020**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith "A Resolution Awarding a Contract for Civil Engineering Services for Site Improvements at Lakewood Forest Preserve to Pearson, Brown and Associates, Inc.," and requests its approval.

**PLANNING COMMITTEE:**

Date: 3-2-2020       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 CIVIL ENGINEERING SERVICES  
FOR SITE IMPROVEMENTS AT LAKEWOOD FOREST PRESERVE  
TO PEARSON, BROWN AND ASSOCIATES, INC.**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform engineering services for the Phase I site improvements included within the approved Master Plan for Lakewood Forest Preserve (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 Pearson, Brown and Associates, Inc. be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Pearson, Brown and Associates, Inc. (the "Contract") in the amount of \$291,500.00 (the "Contract Price"); and

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

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

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

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

**Section 2: Award of Contract.** A Contract for the Services in the Contract Price, in substantially the form attached hereto, is hereby awarded to Pearson, Brown and Associates, Inc.

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

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

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

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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

PEARSON, BROWN AND ASSOCIATES, INC

FOR THE

CIVIL ENGINEERING SERVICES FOR SITE  
IMPROVEMENTS

LAKWOOD FOREST PRESERVE

61020-181-957

TABLE OF CONTENTS

ARTICLE I - THE SERVICES .....	1
1.1 Performance of the Services .....	1
1.2 Commencement and Completion Dates.....	1
1.3 Required Submittals .....	2
1.4 Review and Incorporation of Contract Provisions.....	2
1.5 Financial and Technical Ability to Perform .....	2
1.6 Time.....	2
1.7 Consultant's Personnel and Sub-Consultants .....	2
1.8 Owner's Responsibilities .....	3
1.9 Owner's Right to Terminate or Suspend Services for Convenience.....	3
ARTICLE II - CHANGES AND DELAYS .....	4
2.1 Changes .....	4
2.2 Delays.....	4
2.3 No Constructive Change Orders .....	4
ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	5
3.1 Representation of Compliance .....	5
3.2 Corrections .....	5
3.3 Risk of Loss .....	5
ARTICLE IV - INSURANCE; INDEMNIFICATION .....	5
4.1 Insurance.....	5
4.2 Indemnification .....	6
ARTICLE V - PAYMENT .....	6
5.1 Contract Price.....	6
5.2 Taxes, Benefits and Royalties .....	6
5.3 Progress Payments .....	6
5.4 Final Acceptance and Final Payment.....	7
5.5 Deductions.....	7
5.6 Accounting.....	7

ARTICLE VI - REMEDIES .....	8
6.1 Owner's Remedies .....	8
6.2 Terminations and Suspensions by Owner Deemed for Convenience .....	8
ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS .....	8
7.1 Binding Effect .....	8
7.2 Relationship of the Parties .....	9
7.3 No Collusion .....	9
7.4 Assignment .....	9
7.5 Confidential Information .....	9
7.6 No Waiver .....	10
7.7 No Third Party Beneficiaries .....	10
7.8 Notices .....	10
7.9 Governing Laws .....	11
7.10 Changes in Laws .....	11
7.11 Compliance with Laws and Grants .....	11
7.12 Ownership of Documents .....	11
7.13 Time .....	11
7.14 Severability .....	11
7.15 Entire Agreement .....	12
7.16 Amendments .....	12

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT B – CONSULTANT'S SCOPE OF WORK

ATTACHMENT C – KEY PERSONNEL

**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
PEARSON, BROWN AND ASSOCIATES, INC  
FOR  
CIVIL ENGINEERING SERVICES FOR SITE IMPROVEMENTS  
LAKEWOOD FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Pearson, Brown and Associates, Inc. a(n) Illinois Corporation, 1850 W. Winchester Road, Suite 205, Libertyville, IL 60048, ("Consultant") make this Contract as of March 10, 2020 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: Becky Mathis, Landscape Architect

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

NAME: Pearson, Brown and Associates, Inc.  
ADDRESS: 1850 W. Winchester Road, Suite 205  
CITY STATE: Libertyville, IL 60048  
Attention: Donald Henne, Professional Engineer

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

PEARSON, BROWN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald A. Adams  
Title: President

**ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. Project:

As part of the Lakewood Master Plan, the Lake County Forest Preserve District (District) intends to construct various site improvements to improve the user experience, replace aging infrastructure and reduce operating costs. Lakewood is located between Wauconda and Mundelein in Lake County, Illinois. The general project limits are Route 176 (north), Ivanhoe Road (south), Fairfield Road (east) and the Fremont / Wauconda Township boundary to the west.

The improvements include recycling of existing pavements, reconstruction of roads and parking, utility replacement, new roads, trails and parking, shoreline grading, wetland restoration, new shelter locations, new maintenance facility use area and a nature-based play area. The project is expected to be bid and constructed in two phases. Construction is tentatively scheduled for 2021 and 2022. The District intends to pursue grant funding from the Illinois Department of Natural Resources (IDNR), which may influence bidding and construction dates.

The Consultant shall provide civil engineering services including land survey, site analysis, design development, permitting, material quantity assessment, cost estimates, preparation of plans, specifications and contract documents and other services required to construct the improvements.

The Consultants services are described in detail in Attachment B.

3. Commencement Date:

March 30, 2020

4. Completion Date:

A. October 30, 2020, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for the completion of the following:

- (1) Wetland studies and permitting for all Phase 1 and 2 Improvements. It is recognized that neither the District nor Consultant may have control over the receipt of final approvals from USACE; however, the Consultant shall be diligent in making any submittals on a timely basis.
- (2) Final design development for all Phase 1 and 2 Improvements, including utilities and pavements.
- (3) All bid and construction documents for the Phase 1 site improvements, which tentatively will include: the entire paved Loop Trail including the Millennium Trail relocation, the Day Use Area, Taylor Lake shoreline, 3-Season Shelter, Nature Based Play shelter and toilet pads and surrounding areas and utilities. The Consultant shall submit a 90% completion set two weeks prior to the final completion date.

B. August 2, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of this Contract, for the completion of the following:

- (1) All bid and construction documents for the Phase 2 Improvements. Phase 2 Improvements shall include all work not included in Phase 1: Forest Preserve Road realignment and reconstruction, main parking lot, west road and Shelter E parking lot, Shelter E walkways, Nature Based Play area and parking, Maintenance Building patio and final landscaping.

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:

- a. Broad Form Property Damage Endorsement
- b. 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:
  - a. Worker's Compensation Policy
  - b. Professional Liability
- 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>

- H. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.
- I. Evidence of Insurance. Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

CIVIL ENGINEERING SVCS FOR SITE IMPROVEMENTS  
 LAKEWOOD FOREST PRESERVE  
 PROJECT NO: 61020-181-957

6. Contract Price:

A. Schedule of Prices - Lump Sum

For providing, performing and completing the design and engineering of each phase of the Services, the following Lump Sum amount, set forth opposite each phase:

A.	Project Administration	\$ 15,000.00
B.	Land Surveying	\$ 25,000.00
C.	Wetland Studies	\$ 12,500.00
D.	Permits	\$ 12,000.00
E.	Demolition and Material Recycling	\$ 25,000.00
F.	Loop Trail	\$ 42,000.00
G.	Forest Preserve Road with Maintenance Access	\$ 12,000.00
H.	West Road Improvements	\$ 15,000.00
I.	Nature Based Play Area and Parking	\$ 5,000.00
J.	Central Core Area	\$ 18,000.00
K.	Maintenance Facility Area	\$ 1,500.00
L.	Hydrology and Hydraulics	\$ 10,000.00
M.	Well and Water Distribution	\$ 20,000.00
N.	Electrical	\$ 20,500.00
O.	Sanitary Systems	\$ 18,000.00
P.	Contract Documents – Phase 1	\$ 18,000.00
Q.	Contract Documents – Phase 2	\$ 8,000.00
R.	Project Quantities and Engineer's Cost Estimate (2)	\$ 9,000.00
S.	Construction Contract Services (2)	\$ 5,000.00
	<b>Total</b>	<b>\$ 291,500.00</b>

Two Hundred Ninety One Thousand Five Hundred Dollars and Zero Cents  
 (in writing)

\$291,500 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.

8. Interest, Collection and Attorney Fees:

Under no circumstances shall the District pay finance charges on unpaid account balances that are past due. Under no circumstances shall the District be responsible for the Consultant's attorney fees and costs related to contract disputes, regardless if a suit is filed.



## **ATTACHMENT B - CONSULTANT'S SCOPE OF WORK**

### **1. PROJECT ADMINISTRATION**

- 1.01 **Meetings:** Meet with Owner's staff to initiate the project, review existing documents, design sketches and aerial photography and discuss project goals and design intent. At minimum, the following meetings are expected:
- A. Site Inspection (2)
  - B. Design Review (3)
  - C. Permit Coordination (1)
  - D. Pre-Final Plans (1)
  - E. Final Plans (1)
- 1.02 **Site Inspection:** Inspect the entire site to become familiar with all aspects of the work area, compare existing conditions with the proposed design intent, and to identify any special or unusual constraints. Consultant shall re-examine the site as often as needed to properly perform the responsibilities of this Contract.
- 1.03 **Data Collection:** Collect and/or review data and documents relevant to the project, including those related to utilities, roads, easements, wetlands, soils, legal issues, land uses and zoning, other proposed projects and other issues which may impact the project.
- 1.04 **Coordination:** Conduct preliminary and ongoing discussions and meetings as needed with all relevant utilities, subconsultants, permit agencies and other project team members and act as the prime coordinator for the project.
- 1.05 **Administrative Costs:** Administrative costs which are known to be typical to projects of this nature by industry standards or are specified in this Contract, commonly known as Reimbursable Expenses or Direct Costs, shall be included in Project Administration and shall not be billed separately. These costs include local travel expenses, data and internet-based service fees, postage and shipping (including overnight or rush shipping), graphics services, plotting, copying and drawing reproduction. The Owner shall be responsible for reproducing the contract documents distributed to bidders. In the case of any non-typical administrative costs that may be required, the Consultant shall notify the Owner of the nature and cost of those expenses for review and approval by the Owner prior to incurring said costs.

### **2. LAND SURVEYING**

- 2.01 **Qualifications:** Field surveying shall be performed under the direction of a State of Illinois Professional Land Surveyor (Surveyor).
- 2.02 **Control Data and Standards:** The Surveyor shall establish control points at strategic locations within all areas proposed for improvements. All surveyed points shall include both horizontal and vertical data. All horizontal control data shall reference the Illinois State Plane Coordinates Eastern Zone NAD 83; all vertical control data shall reference NAVD 88. Global Positioning Systems (GPS) may be utilized and should be in survey feet and not meters. In determining the quantity and location of these points, the surveyor shall assume that, at any one location at areas of proposed development, two control points shall be visible. Control points should not be located in construction zones or areas prone to disturbance. The Owner may provide initial control data if available. Base control data is subject to review and approval by the Owner. The Surveyor or

Consultant shall confirm that the correct seed file is used for use with all MicroStation files.

- 2.03 Land Survey Area Limits: Refer to the attached Exhibit B for land survey area limits. Land survey area limits are defined to allow for the complete and thorough design, engineering, permitting and construction of all proposed improvements.
- A. Trail Corridor Limits: District staff shall stake or flag the preliminary trail centerline in the field or provide the Consultant with a plan or digital file indicating the preliminary centerline prior to the start of field surveying. Unless otherwise stated on the exhibit, the Surveyor shall survey and record data approximately seventy-five feet (75') from, and perpendicular to, the centerline left and right for a total corridor width of one hundred fifty feet (150'). The District shall be responsible for clearing understory vegetation within the 150' trail corridor if the vegetation density does not allow land based survey methods.
- 2.04 Survey Elements: The following existing site features shall be surveyed, with both horizontal and vertical data recorded:
- A. Topography with one foot contours
  - B. Pavement edges and curbs
  - C. Drainage structures
  - D. Culverts with invert elevations
  - E. Building and other structures
  - F. Utility structures and markers
  - G. Shorelines of lakes, ponds, rivers and streams
  - H. Flagged wetland delineations
  - I. Walls, fences and gates
  - J. Mass vegetation edges
  - K. Any other elements which could impact the proposed improvements
- 2.05 Trees: Unless otherwise instructed, the Surveyor shall locate all trees 6" DBH and larger and note the DBH of each tree. Species identification of each tree is not required; however, the Surveyor shall identify, by species or by numbered metal trunk tag, select trees of such quantity and frequency to allow the District to field reference other nearby trees and to complete a tree identification plan. Priority shall be given to the identification of native trees of value. Primary native species of value include:

Acer spp.	Sugar/Silver Maple
Carya spp.	Hickory
Celtis occidentalis	Hackberry
Juglans spp.	Walnut
Populus deltoides	Cottonwood
Prunus serotina	Black Cherry
Quercus spp.	Oak
Tilia americana	Basswood

Additional non-native trees of value may be requested for identification depending on the project.

- 2.06 Boundary and Right-of-Way Lines: The Surveyor shall include all known property, easement and right-of-way lines in the digital survey file.
- 2.07 Staking: No staking is required for this Contract.
- 2.08 As-Built Surveys: No As-Built Surveys are required for this Contract.
- 2.09 Deliverable Products: The Surveyor shall deliver all survey files and data to Consultants and Contractors in their preferred format. Survey files delivered to the District shall be delivered in AutoCAD 2020 and as a PDF file.

### **3. ENVIRONMENTAL STUDIES AND REPORTS**

#### **3.01 WETLAND STUDIES**

- A. The Consultant shall provide complete wetland consulting services for the purposes of obtaining permits and approvals from all relevant agencies. All work shall meet the criteria of the Lake County Watershed Development Ordinance (WDO).
- B. The study area shall include all wetlands that may potentially be impacted by the improvements as proposed by the District.
- C. The Consultant shall review the proposed improvements and determine if detention, compensatory storage or other mitigation are likely to be required. The Consultant shall prepare all necessary drawings and specifications for such work.
- D. Wetland Studies shall be performed and documented by a Certified Wetland Specialist.
- E. Existing data shall be collected for the study area, including mapping of the Lake County Wetland Inventory, National Wetland Inventory, USGS Hydrologic Atlases, Lake County Soil Survey, Flood Insurance Rate Map, and the Natural Resources Conservation Service (NRCS) Swampbuster Map.
- F. Farm tile surveys shall be provided by the District to determine the presence, size and type of subsurface drainage in both the study area and any adjacent lands which may be drained through the study area. Field investigations shall be conducted to determine the condition of all relevant subsurface drainage systems within the areas of development.
- G. All wetlands shall be delineated in the field and located by Global Positioning System (GPS) or by the Land Surveyor during the normal growing season. Wetland delineations shall be conducted by a Certified Wetland Specialist using procedures outlined in the 1987 US Corps of Engineers (USACE) Wetland Delineation Manual and the 2010 Regional Supplement – Midwest Region. All wetlands shall be mapped on an appropriate aerial photograph.
- H. A list of observed plant species shall be compiled for all wetlands and a Floristic Quality Assessment (FQA) shall be completed per Swink and Wilhelm, Plants of the Chicago Region, 4th Ed. 1994 or Wilhelm and Rericha, Flora of the Chicago Region, 2017.

- I. USACE jurisdictional data forms shall be completed for appropriate data points within the study area and representative digital color photographs shall be taken at each upland and wetland data point.
- J. A Wetland Delineation Report shall be compiled in accordance with the USACE and the Lake County Stormwater Management Commission (LCSMC) and shall include a summary, conclusions and specific area measurements relevant to the requirements of the permitting agencies. A Farmed Wetland Determination report shall be produced if necessary.
- K. The Wetland Delineation Report, a signed Jurisdictional Determination/Boundary Verification request form, a Letter of No Impact (LONI) form and a Watershed Development Permit application shall be submitted to LCSMC as required. A Letter of No Objection (LONO) request shall also be submitted to the USCOE.

### 3.02 DRAIN TILE STUDIES

- A. The District has prior Drain Tile Surveys which shall be given to the Consultant.

### 3.03 GEOTECHNICAL STUDIES

- A. The District has a prior Pavement Inspection/Report which shall be given to the Consultant. Any additional geotechnical studies shall be provided by the District as needed.

## 4. PERMITS, APPROVALS AND AUTHORIZATIONS

- 4.01 The Consultant shall perform all required research, studies, reports and submittals to obtain the following permits, approvals and/or authorizations:

Lake County Stormwater Management Commission (LCSMC)

Wetland Jurisdictional Determination  
Watershed Development Permit  
Isolated Wetland Review  
Mitigation Plan (if required)

U.S. Army Corps of Engineers (USACE)

Letter of No Impact (LONI)  
Regional Permit (if required)

Illinois Environmental Protection Agency (IEPA)

Notice of Intent (NOI)  
National Pollutant Discharge Elimination System (NPDES) Permit  
Stormwater Pollution Prevention Plan (SWPPP)

Illinois Department of Natural Resources (IDNR)

EcoCAT  
Historic Preservation Division

U.S. Fish and Wildlife Service (USFW)

Threatened and Endangered Species Review

Fremont Township Highway Department (Township)

TBD

Lake County Health Department (LCHD)

Water Well  
Well Abandonment  
Septic Systems with As-Built Drawings

## 5. PROJECT COMPONENTS

5.01 The following list of proposed improvements represents the District's overall intent for the project and describes the major components for which the Consultant shall provide engineering services. Additions of minor components or design revisions may occur during the course of collaboration with the Consultant. Refer to the attached Exhibit A for a graphic representation of the overall project content.

- A. **DEMOLITION AND MATERIAL RECYCLING**  
Removal and recycling of existing pavements including approximately .6 mile of the west aggregate loop road, Shelter 'C' HMA parking area and access drive, Shelter 'A/B' HMA parking area, a south segment of Forest Preserve Road and other minor pavements. These materials are intended to be processed and reused on site. Other removals such as fire hydrants and lighting will be identified during design development.
- B. **LOOP TRAIL**  
Approximately 1.6 miles of 10'-wide HMA trail, including 800' of new relocated 12'-wide HMA Millennium Trail, approximately 300' of existing 12'-wide trail to remain and an access spur to the north ponds. The Loop Trail encircles all other site improvements and will be 100% ADA compliant.
- C. **FOREST PRESERVE ROAD WITH MAINTENANCE FACILITY ACCESS**  
The realignment, reconstruction and widening of the primary north / south access road and a possible access road to the proposed Grounds Maintenance Facility. The existing pavement will be pulverized and recycled in place.
- D. **WEST ROAD IMPROVEMENTS**  
Realignment, reconstruction and HMA paving of a portion of the existing aggregate loop road and parking area which services the existing Shelter E use area. The Shelter E area will be renovated to ADA compliance with new PC concrete pedestrian walks and upgrades to utilities. Also included is a new shelter area (Shelter #3) with parking and other improvements.
- E. **NATURE BASED PLAY AREA**  
A new play area featuring natural play elements with parking, a small shelter, nearby toilet facilities, pedestrian walks, potential wetland/pond feature and other improvements.
- F. **CENTRAL CORE AREA**  
The primary use area of the site featuring a 3-Season Shelter with lake side terrace, enlarged day use area, shoreline improvements, new utilities, pedestrian walks, flush toilet facility and other features. The existing parking lot will be reconstructed and enlarged with a new access road.
- G. **MAINTENANCE FACILITY AREA**  
A new net-zero energy Grounds Maintenance Facility and storage yard (by others) is proposed northeast of the new intersection of Forest Preserve and Ivanhoe Roads. A grant associated with the project requires a public use area with educational features adjacent to the facility and will include a connection to the Loop Trail. The use area will access the rear of the new building and may include a shaded sitting area.
- H. **WELL AND WATER DISTRIBUTION**  
The existing well in the Central Core Area will be abandoned. A new well is being planned by others for the new Maintenance Facility and is not part of this Contract. If cost effective, this new well may also service the facilities in

the Central Core, which includes the 3-Season Shelter and day use area, existing Heritage Barn, the Nature Based Play Area and a nearby toilet facility. Coordination will be required with the well designer. Also, a new smaller well and short distribution will be included in the Shelter E toilet facility renovation.

I. **SANITARY (SEPTIC) SYSTEMS**

It is anticipated that new septic systems will be required for the Central Core Area toilet and the toilet servicing the Shelter #3 and Nature Based Play areas. Existing septic facilities currently in use for the Shelter E toilet shall be inspected for condition and potential replacement or renovation.

J. **ELECTRIC SERVICE AND DISTRIBUTION**

The existing central distribution point for electric is located in the well house in the Central Core Area and will be removed due to age and condition. New electric distribution will be required to service the 3-Season Shelter, day use area, Nature Based Play Area and adjacent toilet and the new Shelter #3. A secondary transformer and service is located at the Shelter E area, which is expected to require replacement. Electric service for the Maintenance Facility will be by others.

**6. ENGINEERING SERVICES**

6.01 General: The Consultant shall provide all engineering services required to finalize the design of all proposed improvements, determine quantities and probable costs, acquire all permits and other approvals, facilitate a successful public bidding and accurately construct the improvements to a high level of quality.

6.02 Digital Formats: The District shall provide the Consultants design files in AutoCAD 2020 and/or MicroStation V8. Other information may be transmitted in ArcGIS or in Microsoft Word and Excel. The Consultant's products shall be delivered to the District in these same formats.

6.03 Americans with Disabilities Act (ADA): All final design shall be fully compliant with state and federal ADA requirements.

6.04 Horizontal and Vertical Alignment Design: It is the intent of the District to provide the Consultant with digital design files and hand drawings which illustrate the horizontal geometry and design intent of the proposed improvements described herein. The Consultant shall utilize these designs to finalize the location, shapes and dimensions of the improvements and develop the vertical alignment and grading relative to the existing topography. The Consultant should obtain final approval of the horizontal alignment from the District before finalizing the design.

Preliminary trail centerlines for wooded areas will be provided to the Consultant based on field staking and survey performed by the District. This centerline may require additional adjustment once all trees are located and existing topography is considered. The Consultant shall utilize the District's typical trail sections to determine grading requirements and final design.

6.05 Grading: The District shall provide the Consultant digital files, sketches or other direction for grading design for new wetlands, shore lines, mounds and other landforms when necessary. The Consultant shall provide final grading plans for these improvements in addition to those associated with structures and pavements.

6.06 Hydrology and Hydraulics: The Consultant shall perform hydrologic and hydraulic studies and analysis of the project area as required to satisfy permitting requirements by the pertinent agencies such as the LCSMC and USCOE and to properly construct

drainage structures, culverts, swales, boardwalks, bridges or any other proposed improvement which impacts water flow and drainage. Existing maps, aerial photos, land surveys and data shall be utilized to identify drainage area tributaries and the most appropriate hydrologic model selected to correctly design and engineer the proposed improvements. The study area limits shall extend upstream and downstream for an appropriate distance to assure an accurate analysis of the conditions within the area of proposed improvements. The study shall include locations and data on existing field tiles where appropriate.

If the preliminary design and/or permit agency review indicates the need for mitigation, the Consultant shall provide design and engineering for the required improvements. This work may include basin and grading design, hydrologic analysis, as-built drawings, easement platting and restrictive deed document preparation.

- 6.07 Utilities Subconsultants: The Consultant shall utilize the services of qualified and licensed professionals for the design and specification of utility systems. For electrical systems a licensed Electrical Engineer with expertise in the specific systems required for the project shall act as a Sub-Consultant. For water wells, a Professional Engineer or Licensed Water Well Driller is required to provide a water well services that meet the Lake County Code, Chapter 170 and the Illinois water Well Construction Code. For an on-site waste water treatment system, a Licensed Septic System Designer or Professional Engineer and a Licensed Soil Classifier are required.
- 6.08 Electric Service and Distribution: Refer to Exhibit C for locations of electric improvements. The Consultant shall perform the following:
- A. With representatives from ComEd, assess the existing primary feed to determine a new transformer, distribution and metering design. A secondary system located at the Shelter E area shall also be evaluated.
  - B. Design, engineer and specify a new central site electric system to service the 3-Season Shelter and toilet facility, main parking lot with lighting, Heritage Barn, Nature Play Area and toilet facility and Shelter #3 area. Design, engineer and specify a second small system for the Shelter E area. The plans, details and specification shall fully describe all ComEd power sourcing, transformers, control, distribution, wire sizing, voltage drop calculations, fixtures and other hardware. The Consultant will work with the District's architect who will design the lighting and fixtures located at each respective facility.
- 6.09 Water Well and Distribution: Refer to Exhibit C for locations of water improvements. The Consultant shall perform the following:
- A. Assess the demands of the proposed new facilities and propose multiple solutions to determine the most cost effective system. A new primary site water well (by others) will be located at the new Maintenance Facility and should be considered for supply to the overall site along with alternative solutions utilizing multiple wells.
  - B. Based on the evaluation of these options, design a new water distribution system for the Central Core Area. Water service is required for the 3-Season Shelter and flush toilet, Nature Play Area and flush toilet and Shelter #3.
  - C. It is anticipated that a new water well and distribution will be needed at the Shelter E area and flush toilet. The Consultant shall design and specify the new well and system.

- D. The plans and specifications shall fully describe the system as desired by the District and which meets all local, state and federal standards. They shall include well location, type and target depth, casing diameter and type, pumps, filters, tanks, treatments, electrical systems, pipe size, type and layout and connection details.

6.10 Sanitary (Septic) Systems: Refer to Exhibit C for locations of septic improvements. The Consultant shall perform the following:

- A. Assess the condition and capacity of the existing septic field servicing the Shelter E flush toilet.
- B. Design and specify new septic systems for the 3-Season Shelter toilet, Nature Play toilet and the Shelter E toilet if required.

6.11 Plan Sets: The drawings shall illustrate all information required to permit, bid and construct the project. All land survey elements shall be included on the appropriate sheets. Upon the completion of this contract, the consultant shall deliver to the Owner the complete plan set in AutoCAD 2020 format and as a PDF file. Text files shall be delivered as Word documents. For bidding and construction purposes, a final plan set labeled 'For Construction' and containing the stamp of the Professional Engineer shall be issued.

It is expected that the District will divide the overall project into two phases which will be bid separately in late 2020 and sometime in 2021. The Consultant shall organize and issue two separate plan sets and related contract documents for the phased improvements.

At minimum, the plan set should include:

- A. Cover Sheet with project name, project number, location map, and index of sheets, information required by permitting agencies, date and stamp of the Professional Engineer.
- B. Notes Sheet with General, Construction and Special Project Notes.
- C. An Overall Plan at 1" = 100' / 1" = 50' (half reduced), showing an overview of the entire project and its limits and major components which may include property lines, roads, construction access points, wetlands, water and electric distribution, a plan key, control locations and station data, curve tables and other information appropriate to the scale of the Plan.
- D. Supporting sheets should be scaled to allow readability at both full size (24" x 36") and half reduced size (11" x 17"). Suggested scales may include 1" = 20'/40' and 1" = 30'/60'.
- E. Demolition/Existing Conditions Plan(s), at indicating removals or recycling of pavements, utilities and other existing facilities.
- F. Utility Plan(s) at for well, water, electric, gas and sanitary sources and distribution.
- G. Trail Plan and Profile sheets with a suggested horizontal scale of 1" = 20'/40' and showing the proposed trail with stationing, one foot existing and proposed topography, culverts, swales with drainage arrows, high points, wetlands, trees (preserved and removed), soil erosion and sediment control measures and any other relevant site features.

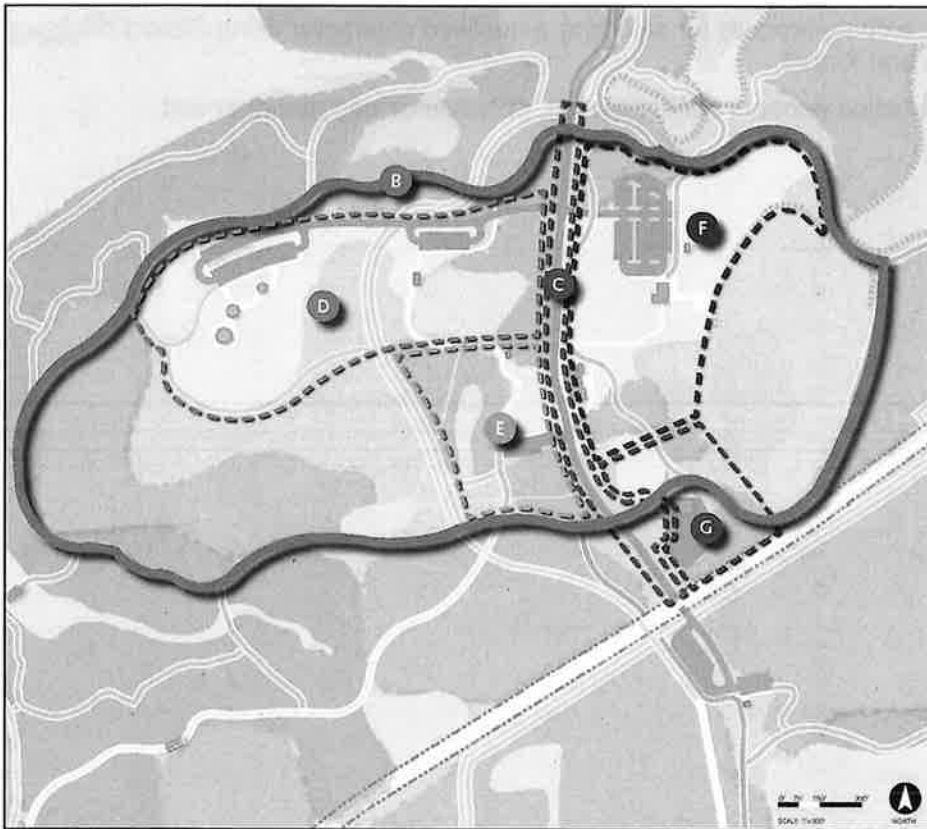


- H. Roadway Plan and Profile Sheets with a suggested horizontal scale of 1' = 20/40' showing Forest Preserve Road and the Shelter E Road with stationing, one foot existing and proposed topography, culverts, swales with drainage arrows, high points, wetlands, trees (preserved and removed), soil erosion and sediment control measures and any other relevant site features.
  - I. Enlargement sheets when needed for clarity which are used to show closely related improvements for a particular use area and its' context within the overall project. Depending on scale, these plans may be utilized for geometric design and / or grading and drainage. These plans may include the following use areas:
    - (1) Central Core Area including the 3-Season Shelter, flush toilet and related landscape improvements, Main Parking and Day Use Area with toilet location and shore line grading improvements.
    - (2) Net-Zero Maintenance Facility Area including outdoor recreation facilities, pavements and landscape.
    - (3) Nature Based Play Area including parking, shelter and toilet location, pedestrian circulation, play area and landscape.
    - (4) Reservable Shelter #3 Area including parking, shelter location and landscape.
    - (5) Shelter E Area including parking, pedestrian walkways and landscape.
    - (6) Wetland Mitigation Plans and Details (if included), showing detention/retention basins for compensatory storage.
    - (7) Details, Sections, Elevations, and Manufacturer's Sheets as necessary to successfully permit, bid and construct the improvements. Details shall be organized by sheet dependent on application such as soil erosion/sediment control, pavements, etc.
- 6.12 Specifications and Bid Documents: The District shall provide the Consultant with their latest contract forms, construction payment items, specifications and standard details. The additional specifications not possessed by the District and required to successfully bid and construct the improvements shall be the responsibility of the Consultant.
- 6.13 Project Quantities and Engineer's Estimate of Probable Cost: The Consultant shall perform quantity takeoffs for all proposed improvements. All quantities shall be coordinated with the Schedule of Prices and shall be exact measured quantities without rounding or contingencies. Contingency increases or decreases may be factored as a percentage of the whole project. Pricing shall be based on actual contractor bids received for projects of a similar nature during the prior twelve (12) months. The Consultant shall provide cut and fill calculations for all projects which involve significant grading.
- 6.14 Bidding and Construction Services: The Consultant shall provide the following services after completion of the contract documents:
  - A. Address any Requests for Information (RFI) or other informal inquiries from either bidders or the District during the bidding period.
  - B. Perform reviews and approvals of any required shop drawings, samples, manufacturer's sheets or other contractor submittals for quality assurance.

- C. Provide the District advisement during the construction period regarding issues of the quality and quantity of the work.

**7. RESPONSIBILITIES OF THE DISTRICT**

- 7.01 In addition to providing the resources mentioned earlier in this document, assist the Consultant by placing at its disposal all available information pertinent to the project including surveys, environmental reports, utility records, drawings, GIS files, maps, and other data that may be useful to Consultant in the preparation of the Work.
- 7.02 Arrange for access to and make provisions for Consultant to enter upon the site as required to perform the Work.
- 7.03 Pay any and all permit, inspection, utility connection and approval fees that may be required.
- 7.04 Administer the public bidding process for selecting a qualified contractor using District's bid package process and format.
- 7.05 Provide overall construction contract administration, observance and management.



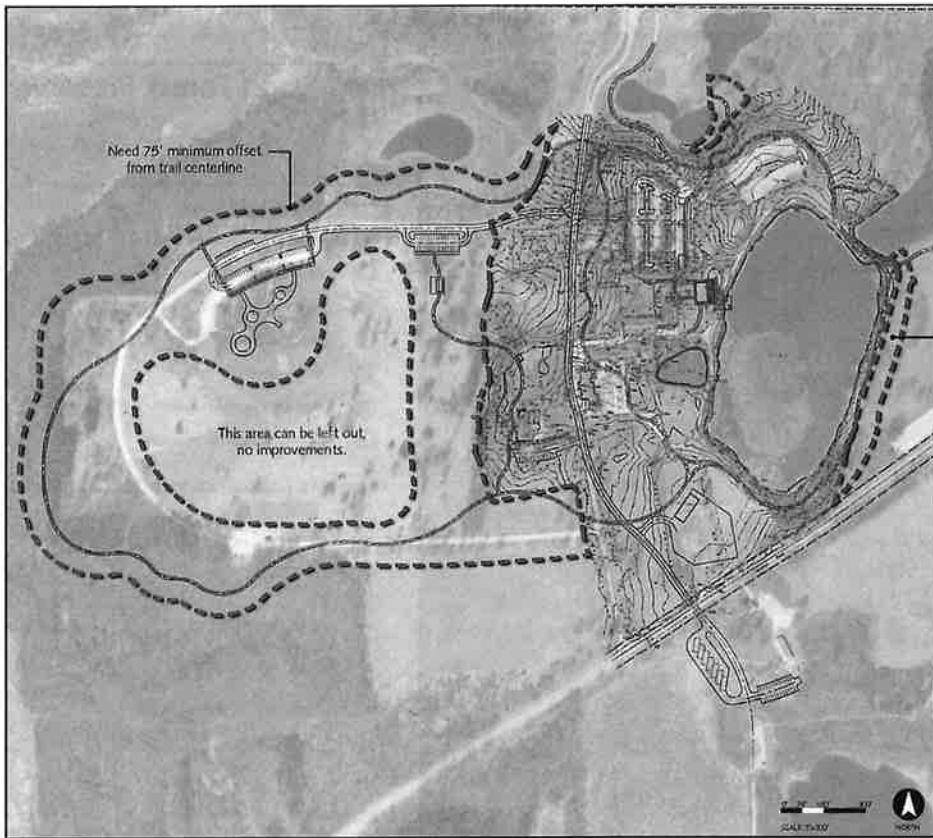
**EXHIBIT A:**

**Lakewood Forest Preserve  
Engineering Contract Plan**

- A. DEMOLITION AND MATERIAL RECYCLING (NOT SHOWN)
- B. LOOP TRAIL (SEE PLAN FOR LIMITS)
- C. FOREST PRESERVE ROAD W/ MAINTENANCE FACILITY ACCESS (SEE PLAN FOR LIMITS)
- D. WEST ROAD IMPROVEMENTS (SEE PLAN FOR LIMITS)
- E. NATURE BASED PLAY AREA (SEE PLAN FOR LIMITS)
- F. CENTRAL CORE AREA (SEE PLAN FOR LIMITS)
- G. MAINTENANCE FACILITY AREA (SEE PLAN FOR LIMITS)
- H. WELL AND WATER DISTRIBUTION (NOT SHOWN)
- I. SANITARY (SEPTIC) SYSTEMS (NOT SHOWN)
- J. ELECTRIC SERVICE AND DISTRIBUTION (NOT SHOWN)



EXHIBIT B:  
**Lakewood Forest Preserve**  
Survey Limits



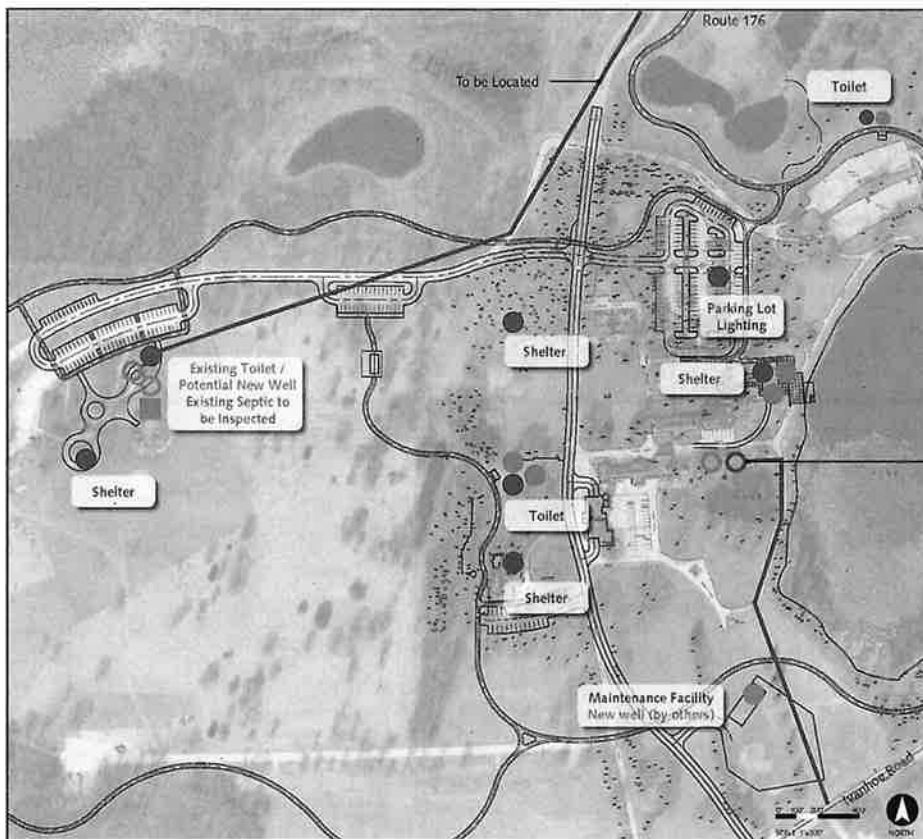


EXHIBIT C:  
**Lakewood Forest Preserve**  
 Utilities

LEGEND

- Existing ComEd Primary
- New Electric Service Needed
- Existing Electrical Service
- New Water Service Needed
- New Well Needed
- Existing Well
- New Septic System Needed
- Existing Septic to be Inspected

Existing well and electrical equipment to be removed by others

**ATTACHMENT C - KEY PERSONNEL**

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Becky Mathis	Landscape Architect	847-968-3270	847-276-6939	<a href="mailto:bmathis@lcfpd.org">bmathis@lcfpd.org</a>
Jeff Sloom	Planning Manager	847-968-3277	847-489-6186	<a href="mailto:jsloom@lcfpd.org">jsloom@lcfpd.org</a>

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Donald Henne	Professional Engineer	847-367-6707		<a href="mailto:dhenne@pearsonbrown.com">dhenne@pearsonbrown.com</a>
Angelo Zografos	Professional Engineer	847-367-6707		<a href="mailto:azografos@pearsonbrown.com">azografos@pearsonbrown.com</a>