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**DATE:** August 31, 2020

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

Terry Wilke, Chair  
Finance Committee

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

**RECOMMENDATION:** Recommend approval of an Ordinance awarding a Contract for Phase I Engineering Services for the Millennium Trail Extension connecting Ethel's Woods and Pine Dunes Forest Preserves to Civiltech Engineering, Inc., Itasca, Illinois, in the Contract Price of \$336,861.00 and amending the FY2020 and FY2021 Capital Improvement Plan and the FY2020 Budget.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections; Leadership.

**FINANCIAL DATA:** This project was approved as part of the adopted FY2020 Capital Improvement Plan, to be implemented in 2021, in the amount of \$650,000.00. An additional \$700,000.00 was approved in the CIP for FY2022. The actual cost of \$336,861.00 will be charged to account 11104100-803200-63923. As stated below, to meet the grant deadlines for 2020, staff is requesting that the FY2020 CIP and Budget be amended and increased by \$336,861.00 and the FY2021 CIP be reduced by an equal amount for account 11104100-803200-63923.

**BACKGROUND:** The approved Millennium Trail route runs north of Ethel's Woods through the Abbott property, by way of an existing trail corridor easement, to Illinois Route 173 and then east approximately 1.5-miles through the Route 173 right-of-way where it will turn north through Pine Dunes Forest Preserve until finally crossing Hunt Club Road and connecting to the existing trail at Pine Dunes. The estimated length of the trail, not including the portion along Route 173, is approximately 3.1 miles. As part of the planned road improvements to Route 173, the Illinois Department of Transportation (IDOT) will construct the section of trail within the road right-of-way. The District will construct the remainder of the trail.

Following the District's very successful record of securing federal funding for regional trails, staff has determined that the District's portion of the project would be a strong candidate for funding through the Illinois Transportation Enhancement Program (ITEP) or the Congestion Mitigation and Air Quality (CMAQ)-Transportation Alternatives Program (TAP) administered by the Chicago Metropolitan Agency for Planning and IDOT. To prepare the project for federal funding, a Phase 1 Engineering study is required. The contract that would be approved by the attached Ordinance would include environmental, cultural and design studies, cost estimates and coordination with other agencies.

Both the ITEP and CMAQ-TAP programs will have a call for submissions in 2020.

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



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

**AN ORDINANCE AWARDING A CONTRACT FOR PHASE I ENGINEERING SERVICES  
FOR THE MILLENNIUM TRAIL EXTENSION TO CIVILTECH ENGINEERING, INC  
AND AMENDING THE FY 2020 AND FY 2021 CAPITAL IMPROVEMENT PLANS  
AND THE FY 2020 BUDGET**

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform Phase I engineering services (the "Services") for the construction of a portion of the Millennium Trail to connect Ethel's Woods and Pine Dunes Forest Preserves (the "Project"); and

**WHEREAS**, the Director of Planning and Land Preservation and the Purchasing Manager have determined that the Services require personal confidence; and

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

**WHEREAS**, the District's staff, the Purchasing Manager, the Director of Planning and Land Preservation, and the Planning Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Civiltech Engineering, Inc. be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Civiltech Engineering, Inc. (the "Contract") in the amount of \$336,861.00 (the "Contract Price"); and

**WHEREAS**, the Board of Commissioners adopted the FY2020 10-year Capital Improvement Plan ("2020 CIP") on June 11, 2019, which includes no funding for FY2020 for the Project; and

**WHEREAS**, the Board of Commissioners adopted the FY2020 budget ("2020 Budget") on October 8, 2019, which includes no funding for FY2020 for the Project; and

**WHEREAS**, the Board of Commissioners adopted the FY2021 Capital Improvement Plan ("2021 CIP") on June 9, 2020, which includes \$650,000.00 for FY2021 for the Project; and

**WHEREAS**, for the District to seek either an ITEP or CMAQ grant for this Project, the Services must be complete during 2020 so that the District may submit its grant applications in 2020; and

**WHEREAS**, it is in the District's best interest to amend (i) the 2020 CIP and the 2020 Budget to include the Contract Price of \$336,861.00 for the Project and (ii) the 2021 CIP, to decrease, by the amount of the Contract Price (\$336,861.00), the amount included therein for the Project, so the District has allocated funds to complete the Services and the Project can be submitted for an ITEP or CMAQ grant during FY2020; 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 ORDAINED** 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 Ordinance 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: Amendments to 2020 CIP, 2020 Budget, and 2021 CIP.** The 2020 CIP, 2020 Budget, and 2021 CIP are hereby amended to (i) increase the funding for the Project by the amount of the Contract Price in FY2020 and (ii) decrease the funding for the Project by the amount of the Contract Price in FY2021. The Executive Director of the District is hereby authorized and directed to take such actions as are necessary or appropriate to effectuate such amendments.

**Section 5: Payments.** The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

**Section 6: Effective Date.** This Ordinance 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

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_



CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

CIVILTECH ENGINEERING, INC.

FOR THE

PHASE I ENGINEERING SERVICES

FOR THE

MILLENNIUM TRAIL

ETHEL'S WOODS TO PINE DUNES

63923-189-967



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..... 4

- 3.1 Representation of Compliance ..... 4
- 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  
CIVILTECH ENGINEERING, INC.  
FOR THE  
PHASE 1 ENGINEERING SERVICES  
MILLENNIUM TRAIL – ETHEL’S WOODS TO PINE DUNES**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, (“Owner”) and Civiltech Engineering, Inc. a(n) Illinois Corporation, 450 E. Devon Avenue, Suite 300, Itasca, Illinois 60143, (“Consultant”) make this Contract as of September 8, 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 phase I engineering services, all of which is referred to in this Agreement as the “Services”:

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

**1.2 Commencement and Completion Dates**

Consultant shall commence the Services not later than the “Commencement Date” set forth in Attachment A, and shall diligently and continuously prosecute 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 receipts of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

## **ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

### **3.1 Representation of Compliance**

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

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

### **3.2 Corrections**

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

### **3.3 Risk of Loss**

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

## **ARTICLE IV - INSURANCE; INDEMNIFICATION**

### **4.1 Insurance**

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

## **4.2 Indemnification**

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

## **ARTICLE V - PAYMENT**

### **5.1 Contract Price**

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

### **5.2 Taxes, Benefits and Royalties**

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

### **5.3 Progress Payments**

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

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

#### **5.4 Final Acceptance and Final Payment**

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

#### **5.5 Deductions**

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

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

#### **5.6 Accounting**

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

## **ARTICLE VI - REMEDIES**

### **6.1 Owner's Remedies**

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

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

### **6.2 Terminations and Suspensions by Owner Deemed for Convenience**

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

## **ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

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

## **7.2 Relationship of the Parties**

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

## **7.3 No Collusion**

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

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

## **7.4 Assignment**

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

## **7.5 Confidential Information**

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

## 7.6 No Waiver

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

## 7.7 No Third Party Beneficiaries

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

## 7.8 Notices

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

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

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: 450 E. Devon Avenue, Suite 300

CITY STATE: Itasca, Illinois 60143

Attention: Joel Christell, P.E., Director of Environmental & Design Services

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, P.E.  
Title: President

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

1. Project:  
Provide Phase I Engineering Services for the Millennium Trail – Ethel's Woods to Pine Dunes Forest Preserve. These services shall include land surveying, agency coordination, submittals for ITEP and CMAQ-TAP grants, environmental, wetland, drainage, cultural and design studies, Project Development Report, geometric designs and all submittals required by the Illinois Department of Transportation and other agencies.  
A detailed description of the Consultant's services is contained in Attachment B.
2. Approvals and Authorizations:  
Consultant shall obtain the following approvals and authorizations from the following governmental bodies:  
Approval/Authorization
  - Illinois Department of Transportation
  - Federal Highway Administration
  - Illinois Department of Natural Resources
  - Lake County Stormwater Management Commission
  - U.S. Army Corps of Engineers
  - Illinois Environmental Protection Agency
  - U.S. Fish and Wildlife Service
3. Commencement Date:  
September 28, 2020
4. Completion Date:  
May 20, 2022
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 limitSuch 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
- Professional Liability Policy

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

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

6. Contract Price:

A. Schedule of Prices - Lump Sum

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

Three Hundred Thirty-Six Thousand Eight Hundred Sixty-One Dollars and Zero Cents  
(in writing)

\$336,861 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.

PHASE I ENGINEERING SERVICES  
MILLENNIUM TRAIL – ETHEL'S WOODS TO PINE DUNES  
PROJECT NO: 63923-189-967

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

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel’s Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

**Phase I Scope of Services**

This Phase I Study for the next segment of the Millennium Trail extends from the northern limit of the existing Millennium Trail at Ethel’s Woods Forest Preserve and extends to Hunt Club Road at Pine Dunes Forest Preserve. The proposed improvements will omit the segment along IL Route 173.

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

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

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

- a. Collect and review previous studies and existing roadway plans.
- b. Collect Land Use, Zoning, School District, Park District, etc. maps and plans.
- c. Obtain public and private utility atlases.
- d. Perform project area reconnaissance and prepare a photolog.
- e. Obtain recent digital aerial photography of study area at a scale of 1" = 50'.
- f. Prepare and process Environmental Survey Request forms including photographs of any buildings 40-years old or older.
- g. Prepare Project Program Information (PPI) Form per IDOT requirements.
- h. Prepare Initial Coordination Meeting Data Form (BLR 22410) as per IDOT requirements.

**Item 2 – Field Survey and Preparation of Base Maps** – In order to develop accurate construction costs and right-of-way analysis, a complete design topographic survey will be conducted as part of the project. It is understood that the Forest Preserve will clear a 100-foot swath of trees to provide the surveyor the ability to survey the corridor.

This survey will include topographic information, cross sections and a drainage and utility survey. Cross sections will also be taken at all intersecting streets and driveways to aid in the final design. The surveyors will recover as many property and/or other survey monuments as can be located for use in calculating the existing rights-of-way. The limits of the survey will

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

extend a minimum of 10 feet beyond the right-of-way, where necessary. We will input the existing topographic survey information and develop plan base sheets at a scale of 1"=50'. Cross sections will be prepared at 50-foot intervals at high and low points along the roadway profile. Half width cross sections will be prepared at driveways and access points. Any updated existing utility information that has been obtained during the data collection phase will also be included in the base file.

Field survey will be performed by a subconsultant, Jorgensen & Associates, Inc. and a copy of their detailed proposal is contained in Attachment B.

**Item 3 - Crash Analyses** – It is anticipated that a full crash analysis will not be required by IDOT or FHWA. However, crash reports will be obtained to determine if any crash patterns exist along Edwards Road and Hunt Club Road at the locations of the proposed crossings, and IL Route 173 and proposed ends of the trail segments. In order to satisfy IDOT and FHWA requirements, it will be necessary to complete a Crash Analysis to determine the existence of any safety hazards. This work item will include the following tasks:

- a. Collect 5 years of crash data from the IDOT and Lake County database.
- b. Tabulate data and plot collision diagrams.
- c. Prepare wet/dry crash analysis and roadway lighting warrant analysis.
- d. Evaluate safety improvement needs, identify countermeasures and write crash analysis text.

**Item 4 - Traffic Analyses** – The proposed improvements will add pedestrian crossings at locations where there aren't any existing. Existing and future traffic volumes will be required to determine the proper crossing treatment at Edwards Road and at Hunt Club Road.

- a. Obtain 24-hour traffic count using Video Counting Units (VCU's) for the intersection of Hunt Club Road and Edwards Road.
- b. Reduce and tabulate traffic count data; determine A.M. and P.M peak hours and peak hour usage; prepare traffic volume exhibits.
- c. Obtain 2050 traffic projections from CMAP for the corridor.
- e. Develop design hourly traffic volumes (DHSV's).
- f. Analyze and make recommendation for improved pedestrian/vehicular crossing interface.

**Item 5 - Alternate Geometric Studies** – A preliminary horizontal alignment has been provided by the LCFPD. The initial alignment will be reviewed in addition to developing alternative trail alignments. A technical memorandum will be prepared to summarize the findings of the initial alternative analysis. Detailed horizontal geometrics will be completed for the proposed alignment of Millennium Trail. Geometrics will meet LCFPD, American Association of State Highway Transportation Officials (AASHTO), and IDOT design criteria or, where not feasible, justifications for design deviations will be developed. This work task will include the following:  
*Preliminary Alternative Concepts*

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

- a. Preparation of preliminary alignments.
- b. Preparation of preliminary horizontal geometrics on base sheets.
- c. Define preliminary vertical geometrics including preliminary analysis of proposed cross sections for the trail.
- d. Prepare Technical Memorandum summarizing alignments and recommendations.
- e. Submit Technical Memorandum to LCFPD for review.
- f. Revise Technical Memorandum and submit to LCFPD.

*Detailed Geometric Studies*

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

**Item 6 – Geotechnical Studies** – This work item will include the following tasks:

- a. Two structure borings for the proposed creek crossing. (To be performed by subconsultant).
- b. Four structure borings for two segments of boardwalk, if necessary (two borings per segment). (To be performed by subconsultant).
- c. Preparation of a Structure Geotechnical Report providing foundation recommendations for the creek crossing. (To be performed by subconsultant).
- d. Review Soils Report.
- e. Coordination with soils subconsultant.

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

**Item 7 - Wetland Study** – There are regulated wetlands and waters located within the study corridor. Civiltech will conduct investigations of all potential wetlands and waters within the corridor. It is understood that the LCFPD has hired a firm to perform a wetland delineation for a small portion of the project. As much information from the field work and report will be used as possible. This item includes the following tasks:

- a. Perform a preliminary desktop evaluation for the study corridor of all available records and documentation including a review of USGS quadrangle maps, aerial imagery, Lake County Wetland Inventory maps, FEMA Floodplain maps, Lake County soil survey data, and the hydrologic atlas.
- b. Conduct on-site field investigation to mark the limits of all wetlands and waters within 50 feet of the study corridor. The on-site field investigation will consist of a delineation performed in accordance with the August 2010 U.S. Army Corps of Engineers (USACE)

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, Version 2.0 (Supplemental Wetland Manual) as well as a Floristic Quality Assessment as required by the USACE – Chicago District.

- c. Coordinate with Jorgensen & Associates, Inc. to ensure that all wetland and soil pit flags are surveyed.
- d. Coordinate with the firm LCFPD and the firm hired to perform a wetland delineation and review the prepared wetland report.
- e. Prepare a Wetland Delineation Report for the study corridor in accordance with U.S. Army Corps of Engineers and Lake County Forest Preserve District standards.
- f. Submit the Wetland Delineation Report to the USACE for concurrence and jurisdictional determination of WOUS, including wetlands. Civiltech will schedule and attend on-site pre-application meetings with the USACE and the Lake County Forest Preserve District as needed.

**Item 8 – Preliminary Environmental Site Assessment** – As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. If the results determine that the initial screening determined the potential presence of special waste, the need for a Preliminary Environmental Site Assessment (PESA) will be completed during preliminary engineering.

We propose to use Huff & Huff, Inc. as a subconsultant to perform the PESA studies for this project. A copy of their detailed proposal is included in Attachment D.

**Item 9 - Drainage Study** – A formal Location Drainage Study is not anticipated as part of this project. However, an analysis of the existing drainage patterns and proposed drainage required for the trail improvements will be necessary. A hydrologic and hydraulic analysis of the crossing of the Zone A floodplain for a Tributary to Hastings Creek is also anticipated to be required. The following items will be performed as part of this task.

Existing Drainage Plan

- a. Prepare General Location Drainage Map.
- b. Develop watershed divides and identify drainage features.
- c. Identify outlets and determine interpreted divides.
- d. Determine base floodplains.
- e. Prepare Existing Drainage Plan.

Proposed Drainage Plan

- g. Analysis of drainage alternatives for proposed trail.
- h. Identify and quantify flood plain encroachments.
- i. Identify proposed drainage requirements for ditches, culverts and drainage outlets.
- j. Ensure that drainage design is in compliance with the Lake County Watershed Development Ordinance.
- k. Prepare Proposed Drainage Plan.

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

- I. Pre-Application Meeting with Lake County SMC.
- m. Revisions/updates to proposed drainage plan to address agency comments.

Floodplain Hydrologic/Hydraulic Analysis

- a. Hydrologic Analysis to determine stream discharges.
- b. Existing Condition Hydraulic Analysis.
- c. Proposed Condition Hydraulic Analysis to analyze proposed bridge crossing.

**Item 10 - Structural Studies** – The proposed trail is anticipated to require the following structures:

- One creek crossing
- Two segments of timber boardwalk to traverse wetland areas

Work will include the preparation of a Type Size & Location (TSL) plans as part of the Phase I engineering study for the creek crossing and timber boardwalks. An evaluation of structure types for the creek crossing is also included as part of this item. The following tasks are anticipated for this item:

- a. Analysis of structural alternatives for creek crossing.
- b. Preparation of TS&L drawings for the 3 proposed structures.
- c. Preparation of BLR form 10210 (Preliminary Bridge Design and Hydraulic Report) for the creek crossing.
- d. Preparation of a construction cost estimate for the 3 proposed structures.
- e. Attend TS&L review meeting with LCFPD and IDOT as required.

**Item 11 - Draft Project Development Report** – This work task will involve integration of project data and engineering studies into a Draft Project Development Report that meets requirements as contained in BLR Form 22210. Specifically this work item will include the following:

- a. Prepare report exhibits, including a location map, a land use exhibit, and existing and proposed typical sections.
- b. Write, proofread and edit the Draft PDR.
- c. Print, bind and deliver Draft PDR.
- d. Attend review meeting with IDOT and LCFPD, if required.

**Item 12 - Agency Coordination** – The efficiency and timeliness of executing a project can hinge on the level and frequency of coordination with applicable jurisdictional agencies. In order to avoid delays and costly multiple design revisions, we believe it will be helpful to have regular coordination meetings with all agencies involved. An initial IDOT Kickoff Meeting will be held for the project. It is anticipated that two FHWA Coordination Meetings will be held to discuss the project due to the potential for a large wetland impact. It is anticipated that four meetings will be held with LCFPD staff during the Phase I Study.

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel’s Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

All meetings will include preparation for, attendance at, and preparation of meeting minutes for the following:

- a. LCFPD Kickoff Meeting.
- b. IDOT Kickoff Meeting.
- c. Two IDOT/FHWA Coordination Meetings.
- d. Four LCFPD Coordination Meetings.

**Item 13 – Public Involvement** - It is anticipated that one public meeting will be held for this project. Although it is unknown whether this meeting will be a formal Public Hearing, it has been assumed for this Scope of Services that one will be held. However, the public involvement requirements will be discussed at an FHWA/IDOT Coordination Meeting; therefore, there is the potential that a public meeting/hearing will not be required. This work item will include the following:

Public Hearing

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

**Item 14 - Final Project Development Report** - Based on the outcome of the draft report review, the public involvement activities and municipal input, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

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

**Item 15 - Supervision, Administration and Project Coordination** - This item includes project setup, monthly invoicing and preparation of status reports, quarterly client coordination meetings as needed and in-house coordination meetings. This item also includes implementation of Civiltech's quality control/quality assurance in-house review process.

**Item 16 – Federal Funding Application** – The intention of the Lake County Forest Preserve District is to pursue federal funding for the construction of the trail and underpass. As part of

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

Scope of Services

this item, an Illinois Transportation Enhancement Program (ITEP) and Congestion Mitigation and Air Quality (CMAQ) funding applications will be submitted to IDOT and CMAP for consideration. This item will include:

- a. Prepare funding applications.
- b. Review funding applications with LCFPD.
- c. Submit funding applications.

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

**COST ESTIMATE OF CONSULTANT SERVICES  
PHASE I ENGINEERING**

Task	Personnel & Hours											Total Hours	% of Hours	Labor Cost
	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.			
	\$70.00	\$46.25	\$41.00	\$33.00	\$70.00	\$70.00	\$40.00	\$35.00	\$36.50	\$35.00	\$20.00			
<b>1 Early Coordination and Data Collection</b>	10	14	24	38	0	0	0	0	32	0	0	118	5.1%	\$ 4,754
<b>2 Field Survey and Preparation of Base Maps</b>	0	6	4	6	0	0	0	0	28	0	0	44	1.9%	\$ 1,662
<b>3 Crash Analyses</b>	0	2	2	6	0	0	0	0	0	0	0	10	0.4%	\$ 373
<b>4 Traffic Analyses</b>	0	0	0	16	0	0	0	0	8	0	0	24	1.0%	\$ 820
<b>5 Alternate Geometric Studies</b>	30	92	224	260	0	0	0	0	32	0	4	642	27.5%	\$ 25,287
<b>6 Geotechnical Studies</b>	0	16	8	0	0	0	0	0	0	0	0	24	1.0%	\$ 1,068
<b>7 Wetland Investigation</b>	4	4	0	60	0	0	0	0	0	174	0	242	10.4%	\$ 8,535
<b>8 Preliminary Environmental Site Assessment</b>	0	4	0	0	0	0	0	0	0	0	0	4	0.2%	\$ 185
<b>9 Drainage Study</b>	0	8	0	0	37	0	0	254	2	0	0	301	12.9%	\$ 11,923
<b>10 Structural Studies</b>	10	0	0	0	0	38	64	40	0	0	0	152	6.5%	\$ 7,320
<b>11 Draft Project Development Report</b>	14	12	28	48	0	0	0	0	4	0	4	110	4.7%	\$ 4,413
<b>12 Agency Coordination</b>	26	26	36	0	0	0	0	0	0	0	0	88	3.8%	\$ 4,499
<b>13 Public Involvement</b>	12	12	22	32	0	0	0	0	60	0	2	140	6.0%	\$ 5,543
<b>14 Final Project Development Report</b>	8	12	40	30	0	0	0	0	16	0	2	108	4.6%	\$ 4,329
<b>15 Supervision, Administration &amp; Project Coordination</b>	52	52	12	12	0	0	0	0	0	0	0	128	5.5%	\$ 6,933
<b>16 Federal Funding Applications</b>	24	40	52	80	0	0	0	0	0	0	4	200	8.6%	\$ 8,302
<b>Sub-Total</b>	<b>190</b>	<b>300</b>	<b>452</b>	<b>588</b>	<b>37</b>	<b>38</b>	<b>64</b>	<b>294</b>	<b>182</b>	<b>174</b>	<b>16</b>	<b>2335</b>		
<b>% of Hours</b>	8.1%	12.8%	19.4%	25.2%	1.6%	1.6%	2.7%	12.6%	7.8%	7.5%	0.7%		100.0%	
Total Cost	\$13,300	\$13,875	\$18,532	\$19,404	\$2,590	\$2,660	\$2,560	\$10,290	\$6,643	\$6,090	\$320			\$95,944
Multiplier*	<b>2.67</b>													\$256,524
Direct Costs (See Exhibit A-4)														\$2,539
Subconsultants (See Exhibit A-4)														\$77,798
<b>Total Engineering Cost:</b>														<b>\$336,861</b>

\* Multiplier = (DL + OH + FF)  
DL = Direct Labor  
OH = Overhead = 139.37%  
FF = Fixed Fee = 34.71%  
where FF = 14.5%[DL + OH(DL)]

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.		
<b>1</b>	<b>Early Coordination and Data Collection</b>													
A.	Collect and review previous studies and existing roadway plans.			2									2	1.7%
B.	Collect Land Use, Zoning, School District, Park District maps and plans.				2								2	1.7%
C.	Obtain public and private utility atlases.				2								2	1.7%
D.	Perform project area reconnaissance and prepare photolog.	8	8	8	8								32	27.1%
E.	Obtain recent digital aerial photography of study area.			2									2	1.7%
F.	Prepare Project Program Information (PPI) Form.			2									2	1.7%
G.	Prepare and process Environmental Survey Request forms.	2	4	8	24					32			70	59.3%
H.	Prepare Initial Coordination Meeting Data Form (BLR 22410).		2	2	2								6	5.1%
	<b>Sub-total Item 1</b>	<b>10</b>	<b>14</b>	<b>24</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>118</b>	<b>100.0%</b>
<b>2</b>	<b>Field Survey and Preparation of Base Maps</b>													
	<i>Field Survey will be conducted by a subconsultant - Jorgensen &amp; Associates, Inc.</i>													
A.	Development of project base sheets.		2	4	6					24			36	81.8%
B.	Establish and draft existing utilities.									4			4	9.1%
C.	Coordination with subconsultant.		4										4	9.1%
	<b>Sub-total Item 2</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>100.0%</b>
<b>3</b>	<b>Crash Analyses</b>													
A.	Collect 5 years of crash data from the IDOT and Lake County databases.				2								2	20.0%
B.	Tabulate data and plot collision diagrams				2								2	20.0%
C.	Prepare wet/dry crash analysis and roadway lighting warrant analysis.				2								2	20.0%
D.	crash analysis text.		2	2									4	40.0%
	<b>Sub-total Item 3</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>100.0%</b>
<b>4</b>	<b>Traffic Analyses</b>													
A.	Obtain 24-hr. turning turning movement traffic counts using video counting units (VCU's) at intersection of Edwards Road and Hunt Club Road.				8					8			16	66.7%
B.	Reduce and tabulate traffic count data and prepare traffic volume exhibits.				2								2	8.3%
C.	Obtain 2050 projections from CMAP.				2								2	8.3%
D.	Develop design hourly volumes (DHV's)				2								2	8.3%
E.	Analyze and make recommendation for improved pedestrian/vehicular crossing interface				2								2	8.3%
	<b>Sub-total Item 4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>100.0%</b>

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.		
<b>5</b>	<b>Alternate Geometric Studies</b>													
	<b>Preliminary Alternative Concepts</b>													
A.	Preparation of preliminary alignments.	4	8	12	16								40	6.2%
B.	Preparation of preliminary horizontal geometrics on base sheets.	2	4	8	20					8			42	6.5%
C.	Define preliminary vertical geometrics including preliminary analysis of proposed cross sections for the trail.			8	16								24	3.7%
D.	Prepare Technical Memorandum summarizing alignments and recommendations.	4	4	12	20								40	6.2%
E.	Submit technical memorandum to LCFPD for review.				2							2	4	0.6%
F.	Revise technical memorandum and submit to LCFPD.		4	4	8								16	2.5%
	<b>Detailed Geometric Studies</b>												0	
A.	Prepare detailed horizontal geometrics on topographic base sheets for the preferred alternative.	4	20	60	60								144	22.4%
B.	Define vertical geometrics including detailed analysis of proposed roadway cross sections for the preferred alternative.	4	20	60	60								144	22.4%
C.	Identify R.O.W. acquisition and grading easements.	4	8	12	12								36	5.6%
D.	Prepare horizontal plan and profile exhibits for the preferred alternative.	4	12	24	24					24			88	13.7%
E.	Prepare detailed construction cost estimate for preferred alternative.	4	12	24	20								60	9.3%
F.	Submit geometrics to LCFPD for review.				2							2	4	0.6%
	<b>Sub-total Item 5</b>	<b>30</b>	<b>92</b>	<b>224</b>	<b>260</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>4</b>	<b>642</b>	<b>100.0%</b>
<b>6</b>	<b>Geotechnical Studies</b>													
	<i>The geotechnical studies will be conducted by a subconsultant - Midland Standard Engineering &amp; Testing, Inc.</i>													
A.	Review Soils Report.		8	8									16	66.7%
B.	Subconsultant Coordination.		8										8	33.3%
	<b>Sub-total Item 6</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>100.0%</b>
<b>7</b>	<b>Wetland Investigation</b>													
A.	Conduct a desktop review of the area										6		6	2.5%
B.	Conduct a field investigation of the area				60						60		120	49.6%
C.	Coordinate with Jorgensen & Associates, Inc. to ensure all wetland and soil pit flags are surveyed										2		2	0.8%
D.	Coordinate with LCFPD and firm hired to perform wetland delineation and review the prepared wetland report										10		10	4.1%
E.	Prepare a Wetland Delineation Report	4	4								90		98	40.5%
F.	Prepare a JD Request/Coordinate with USACE										6		6	2.5%
	<b>Sub-total Item 7</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>174</b>	<b>0</b>	<b>242</b>	<b>100.0%</b>

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.		
<b>8</b>	<b>Preliminary Environmental Site Assessment</b>													
	<i>The PESA will be conducted by a subconsultant - Stuedemann Environmental Consulting</i>													
<b>A.</b>	Subconsultant Coordination.		4										4	100.0%
	<b>Sub-total Item 8</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>100.0%</b>
<b>9</b>	<b>Drainage Study</b>													
	<b>Existing Drainage Plan</b>												0	0.0%
<b>A.</b>	Prepare General Location Drainage Map.								4	2			6	2.0%
<b>C.</b>	Develop watershed divides and indentify major existing drainage features.					4			16				20	6.6%
<b>D.</b>	Identify existing drainage outlets.					4			24				28	9.3%
<b>E.</b>	Determine base floodplains					4			12				16	5.3%
<b>F.</b>	Develop Existing Drainage Plan for the project study limits.		2			4			40				46	15.3%
	<b>Proposed Drainage Plan</b>													
<b>A.</b>	Analysis of drainage alternatives for proposed trail					6			20				26	8.6%
<b>B.</b>	Identify and quantify floodplain encroachments.								12				12	4.0%
<b>C.</b>	Identify proposed drainage requirements for ditches, culverts, and drainage outlets.					2			8				10	3.3%
<b>D.</b>	Ensure that drainage design is in compliance with the Lake County Watershed Development Ordinance					2			4				6	2.0%
<b>E.</b>	Prepare Proposed Drainage Plan.		2			2			40				44	14.6%
<b>F.</b>	PreApplication Meeting with Lake County SMC		4			2			2				8	2.7%
<b>G.</b>	Revisions to Proposed Drainage Plan to address agency comments					1			8				9	3.0%
	<b>Floodplain Hydrologic/Hydraulic Analysis</b>													
<b>A.</b>	Hydrologic Analysis to determine stream discharges					2			20				22	7.3%
<b>B.</b>	Existing Condition Hydraulic Analysis					2			20				22	7.3%
<b>C.</b>	Proposed Condition Hydraulic Analysis to analyze proposed bridge crossing					2			24				26	8.6%
	<b>Sub-total Item 9</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>254</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>301</b>	<b>100.0%</b>
<b>10</b>	<b>Structural Studies</b>													
<b>A.</b>	Analysis of structural alternatives for underpass.	2						8	16	16			42	27.6%
<b>B.</b>	Preparation of TS&L drawings.	2						20	40	20			82	53.9%
<b>C.</b>	Preparation of BLR Form 10210 (Preliminary Bridge Design and Hydraulic Report	2						2	4				8	5.3%
<b>D.</b>	Preparation of construction cost estimate for the underpass.	2						4	4	4			14	9.2%
<b>E.</b>	Attend review meeting with LCFPD and IDOT.	2						4					6	3.9%
	<b>Sub-total Item 10</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>64</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>	<b>100.0%</b>

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.		
<b>11</b>	<b>Draft Project Development Report</b>													
A.	Prepare report exhibits, including a location map, a land use exhibit, and existing and proposed typical sections.	2		4	12					4				22
B.	Write, proofread and edit the Draft Project Development Report.	8	8	24	32									72
C.	Print, bind and deliver Draft Project Development Report.				4							4		8
D.	Attend review meeting with IDOT and LCFPD (if required)	4	4											8
	<b>Sub-total Item 11</b>	<b>14</b>	<b>12</b>	<b>28</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>110</b>	<b>100.0%</b>
<b>12</b>	<b>Agency Coordination</b>													
A.	Preparation for and attendance at LCFPD Kickoff Meeting.	4	4	6										14
B.	Preparation for and attendance at IDOT Kickoff Meeting.	2	2	4										8
C.	Preparation for and attendance at 2 meetings with FHWA.	4	4	6										14
D.	Preparation for and attendance at 4 meetings with the LCFPD.	16	16	20										52
	<b>Sub-total Item 12</b>	<b>26</b>	<b>26</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>100.0%</b>
<b>13</b>	<b>Public Involvement</b>													
	<b>Public Hearing (if necessary)</b>													
A.	Selection of and coordination with meeting venue.			2										2
B.	Preparation of public hearing newspaper display ad.				2									2
C.	Preparation of public hearing brochure.			2	2									4
D.	Preparation and distribution of public meeting notification letters.			2								2		4
E.	Preparation of public hearing exhibits.	4	6	8	24					60				102
F.	Attendance at public hearing.	4	4	4	4									16
G.	Preparation of public hearing transcript (by court reporter).			2										2
H.	Disposition of public hearing comments.	4	2	2										8
	<b>Sub-total Item 13</b>	<b>12</b>	<b>12</b>	<b>22</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>2</b>	<b>140</b>	<b>100.0%</b>
<b>14</b>	<b>Final Project Development Report</b>													
A.	Revise Project Development Report exhibits.			6	16					16				38
B.	Revise construction cost estimate for improvements.	4	6	8	12									30
C.	Revise draft Project Report, proofread and edit.	4	6	24										34
D.	Print, bind and deliver final PDR Report.				2							2		4
E.	Preparation and publication of Design Approval legal notices.			2										2
	<b>Sub-total Item 14</b>	<b>8</b>	<b>12</b>	<b>40</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>108</b>	<b>100.0%</b>

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours	
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Chief Structural Engineer	Structural Engineer	Drainage Design Engineer	Design Technician	Environmental Scientist	Admin. Asst.			
<b>15</b>	<b>Supervision, Administration &amp; Project Coordination</b>														
A.	Project setup, monthly invoicing, status reports & schedule monitoring.	20	20											40	31.3%
B.	Client Coordination.	20	20											40	31.3%
C.	In-House coordination meetings.	12	12	12	12									48	37.5%
	<b>Sub-total Item 15</b>	<b>52</b>	<b>52</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>100.0%</b>	
<b>16</b>	<b>Federal Funding Applications</b>														
A.	Prepare funding applications.	12	20	24	40									96	48.0%
B.	Review funding application with the LCFPD.	12	20	24	40									96	48.0%
C.	Submit funding applications.			4								4		8	4.0%
	<b>Sub-total Item 16</b>	<b>24</b>	<b>40</b>	<b>52</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>200</b>	<b>100.0%</b>	
	<b>Total Hours:</b>	<b>190</b>	<b>300</b>	<b>452</b>	<b>588</b>	<b>37</b>	<b>38</b>	<b>64</b>	<b>294</b>	<b>182</b>	<b>174</b>	<b>16</b>	<b>2335</b>		
	<b>% of Hours:</b>	<b>8.1%</b>	<b>12.8%</b>	<b>19.4%</b>	<b>25.2%</b>	<b>1.6%</b>	<b>1.6%</b>	<b>2.7%</b>	<b>12.6%</b>	<b>7.8%</b>	<b>7.5%</b>	<b>0.7%</b>	<b>100.0%</b>		

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANTS

				Direct Cost	Subconsultant Expense
<b>Item 1 Early Coordination and Data Collection</b>					
<b>Mileage</b>					
	1 trip @	48 miles @	\$0.575	\$27.60	
<b>Item 2 Field Survey and Preparation of Base Maps</b>					
Subconsultant Expense - Jorgensen & Associates, Inc. See Attachment B					\$58,641.23
<b>Item 4 Traffic Analyses</b>					
Video Count Data Reduction		Lump Sum		\$400.00	
<b>Item 5 Alternate Geometric Studies</b>					
<b>Printing (Assume 5 copies)</b>					
	50 sheets @	\$0.50		\$25.00	
	20 sheets @	\$0.15		\$3.00	
<b>Postage</b>					
	2 packages @	\$25.00		\$50.00	
<b>Item 6 Geotechnical Studies</b>					
Subconsultant Expense - Midland Standard Engineering & Testing, Inc. See Attachment C					\$9,447.00
<b>Item 7 Wetland Investigation</b>					
<b>Mileage</b>					
	6 trips @	48 miles @	\$0.575	\$165.60	
<b>Item 8 Preliminary Environmental Site Assessment</b>					
Subconsultant Expense - Stuedemann Environmental Consulting See Attachment D					\$9,710.04
<b>Item 9 Drainage Study</b>					
<b>Mileage</b>					
	1 trip @	48 miles @	\$0.575	\$27.60	
<b>Printing (Assume 10 copies)</b>					
	20 sheets @	\$0.50		\$10.00	
	100 sheets @	\$0.15		\$15.00	
<b>Postage</b>					
	2 packages @	\$25.00		\$50.00	

DIRECT COSTS AND SUBCONSULTANTS

EXHIBIT A-4

Lake County Forest Preserve District

Millennium Trail Phase I Study  
Ethel's Woods Forest Preserve to Pine Dunes Forest Preserve

PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANTS

				Direct Cost	Subconsultant Expense
<b>Item 10 Structural Studies</b>					
<b>Mileage</b>					
	1 trip @	48 miles @	\$0.575	\$27.60	
<b>Printing (Assume 5 copies)</b>					
	20 sheets @	\$0.50		\$10.00	
	100 sheets @	\$0.15		\$15.00	
<b>Postage</b>					
	2 packages @	\$25.00		\$50.00	
<b>Item 12 Draft Project Development Report</b>					
<b>Printing (Assume 5 copies)</b>					
	125 sheets @	\$0.50		\$62.50	
	300 sheets @	\$0.15		\$45.00	
<b>Postage</b>					
	2 packages @	\$25.00		\$50.00	
<b>Item 14 Agency Coordination</b>					
<b>Mileage</b>					
	4 trips @	50 miles @	\$0.575	\$115.00	
	5 trips @	20 miles @	\$0.575	\$57.50	
<b>Item 15 Public Involvement</b>					
	Display Ad	2 each @	\$250.00	\$500.00	
	Court Reporter	1 each @	\$500.00	\$500.00	
	Printing	100 sheets @	\$0.50	\$50.00	
<b>Postage</b>					
	1 meeting @ 20 letters				
	20 letters	\$0.48		\$9.60	
<b>Mileage</b>					
	2 trips @	100 miles @	\$0.575	\$115.00	
<b>Item 16 Final Project Development Report</b>					
<b>Printing (Assume 5 copies)</b>					
	125 sheets @	\$0.50		\$62.50	
	300 sheets @	\$0.15		\$45.00	
<b>Postage</b>					
	2 packages @	\$25.00		\$50.00	
<b>TOTAL:</b>				<b>\$2,539</b>	<b>\$77,798</b>

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

August 6, 2020



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**  
*Est. 1990*

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August 5, 2020

Mr. James R. Tibble, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

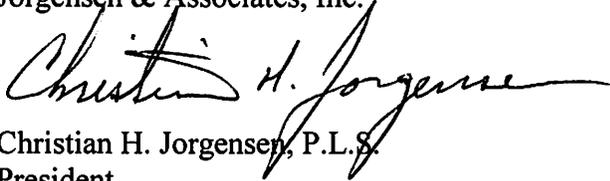
Re: Lake County Forest Preserve District – Millennium Trail Survey Proposal

Dear Mr. Tibble:

Enclosed, please find our proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of August 2<sup>nd</sup> and our telephone conversations.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.

  
Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Civiltech\LCFPD\Millennium Trail\Phase I\Letter

Attachment B

Route: Millennium Trail  
Section:  
County: Lake  
Job No.:

**Exhibit "A"**

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: Millennium Trail  
Section:  
County: Lake  
Job No.:

**Exhibit “B”**

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
 Total Overhead	 80.81%

**PAYROLL ESCALATION TABLE  
 FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.  
 PRIME/SUPPLEMENT Prime

DATE 08/05/20  
 PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
 START DATE 9/1/2020  
 RAISE DATE 3/1/2021

OVERHEAD RATE 154.57%  
 COMPLEXITY FACTOR \_\_\_\_\_  
 % OF RAISE 0.00%

**ESCALATION PER YEAR**

9/1/2020 - 3/1/2021

3/2/2021 - 9/1/2021

6  
12

6  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 50.00%  
 = 1.0000

50.00%

0.00%

**The total escalation for this project would be:**





**AVERAGE HOURLY PROJECT RATES**

**FIRM** Jorgensen & Associates, Inc.  
**PSB**  
**PRIME/SUPPLEMENT** Prime

DATE 08/05/20

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	44.00	41	5.85%	2.57				25	47.17%	20.75							16	100.00%	44.00
Survey Party Chief, P.L.S.	29.50	268	38.23%	11.28	268	50.00%	14.75												
Instrument Operator	23.00	268	38.23%	8.79	268	50.00%	11.50												
Cadd Supervisor	33.00	124	17.69%	5.84				28	52.83%	17.43	80	100.00%	33.00	16	100.00%	33.00			
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<b>TOTALS</b>		701	100%	\$28.48	536	100.00%	\$26.25	53	100%	\$38.19	80	100%	\$33.00	16	100%	\$33.00	16	100%	#####

Route: Millennium Trail  
 Section:  
 County: Lake  
 Job No.:

**Manhour Breakdown  
 Topographic Survey Estimate**

South Trail	$\pm 5,420'$ = $\pm 1.027$ miles
North Trail	$\pm \underline{11,020}'$ = $\pm \underline{2.087}$ miles
 Total Length	 $\pm 16,440'$ = $\pm 3.114$ miles

1. Field – Topographic Survey

a. Measure G.P.S., traverse and level circuit 41 hours x 2 men =	82 MH
b. Locate existing topography 165 hours x 2 men =	330 MH
c. Locate hydraulic sections & stream survey 5 hours x 2 men =	10 MH
d. Stake centerline points 32 hours x 2 men =	64 MH
e. Locate wetland flags 25 hours x 2 men =	<u>50 MH</u>
Sub-total Item #1	536 MH

2. Office - Compile Field Data

a. Compute G.P.S., traverse and level circuit 14 hours x 1 man =	14 MH
b. Compute centerline alignment 8 hours x 1 man =	8 MH
c. Compute stake out data 3 hours x 1 man =	3 MH
d. Edit & compile field data 28 hours x 1 man =	<u>28 MH</u>
Sub-total Item #2	53 MH

3. Office - Create Existing Topography Base File

a. Layout and drafting  
80 hours x 1 man =

80 MH

4. Office - Create T.I.N. & Contours

a. Compute contours  
16 hours x 1 man =

16 MH

5. QC/QA

a. Check topographic survey  
12 hours x 1 man =

12 MH

b. Check contours  
4 hours x 1 man =

4 MH

Total All Items 701 MH

(2)

Route: Millennium Trail  
Section:  
County: Lake  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Field - Topographic Survey

- a. Trips to project site - 34 each  
± 20 miles/trip x 34 trips = ± 680 miles  
± 680 miles @ \$0.57/mile = \$ 387.60

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

410 Nolen Drive, South Elgin, Illinois 60177  
(847) 844-1895 f (847) 844-3875

August 4, 2020

Mr. James R. Tibble, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
[jtibble@civiltechinc.com](mailto:jtibble@civiltechinc.com)

Re: Proposal for Geotechnical Exploration and Analysis  
**Millennium Trail - Lake County Forest Preserve**  
Lake County, Illinois

Dear Mr. Tibble:

We are pleased to submit this scope of work proposal for the performance of a geotechnical exploration and analysis at the above referenced project.

Purpose

The purpose of the subsurface exploration will be to provide information for the planned streetscape program. Additionally, we will provide information regarding subgrade soil and groundwater conditions for use in the design plans.

Scope

The exploration, testing and analysis will include:

- Determination of the engineering characteristics of the subsurface materials encountered and characterization of the groundwater conditions.
- Provide design criteria for planned structures including one (1) creek crossing and two (2) boardwalk locations.
- Provide general recommendations regarding construction procedures.

We propose to investigate the subsurface soil and ground water conditions on the site proposed for construction by drilling exploratory test holes. The proposed boring program consists of six (6) structure borings to a depth of 30 feet. Boring locations will be provided by the design engineers prior and access to the boring locations will be provided by the LCFP by tree/brush clearing.

Method of Performance & Timing

After notice to proceed, a representative from Midland Standard Engineering & Testing, Inc. will layout the boring locations and perform a utility clearance along the alignment. Mobilization of drilling equipment and personnel will occur after utility clearance has been complete. We would expect preliminary verbal results after the site work is complete, and a final report would be complete shortly thereafter.

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

Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work is estimated at **\$9,447.00**. We will not exceed this amount without prior authorization.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.



Michael H. Prigge, P.E.  
Project Engineer

Attachment: Attachment 1.1-Schedule of Services & Fees  
Attachment 1.2-Engineering Services

**ATTACHMENT 1.1  
 SCHEDULE OF SERVICES AND FEES  
 MILLENNIUM TRAIL - LAKE COUNTY FOREST PRESERVE  
 LAKE COUNTY, ILLINOIS**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of ATV Drilling equipment and Personnel, lump sum	1	\$600.00	\$600.00
Structure Boring w/ Split Spoon Sampling 6 Borings at 30 feet, per l.f.	180	\$21.00	\$3,780.00
Field Engineer/Geologist supervision during drilling, per hour	20	\$105.00	\$2,100.00
		<b>Field Services Total:</b>	<b>\$6,480.00</b>
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	72	\$6.00	\$432.00
Unconfined Compression Test, ea.	as required	\$7.50	included
		<b>Laboratory Services Total:</b>	<b>\$432.00</b>
<u>Engineering Services:</u>			
Preparation of Soil Boring Logs Analysis and Recommendations for Foundations Construction and Site Preparation Recommendations Report Preparation, Consultation		<b>Estimated Cost</b>	<b>\$2,535.00</b>
		<b>TOTAL:</b>	<b>\$9,447.00</b>

**ATTACHMENT 1.2  
ENGINEERING SERVICES  
MILLENNIUM TRAIL - LAKE COUNTY FOREST PRESERVE  
LAKE COUNTY, ILLINOIS**

Our fees for Engineering Services will be based on the actual number of hours required to complete the work, and will be determined on a Unit Rate Basis at these rates for each classification of personnel:

	<u>Estimated Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	1	\$145.00	\$145.00
Geotechnical Engineer, per hr.	4	\$135.00	\$540.00
Project Engineer, per hr.	8	\$110.00	\$880.00
Staff Engineer, per hr.	8	\$100.00	\$800.00
Draftsman/Word Processing, per hr.	2	\$85.00	\$170.00
			<hr/> <b>\$2,535.00</b>



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com

August 4, 2020

via email: [jtibble@civiltechinc.com](mailto:jtibble@civiltechinc.com)

Mr. James R. Tibble, P.E.  
Project Manager  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

**Re: Phase I Environmental Services – PESA  
Millennium Trail, Lake County Illinois  
Proposal No. 81.PT00075.21**

Dear Mr. Tibble:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H/GZA), is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide environmental services for the Lake County Forest Preserves (LCFP) Millennium Trail Project located in Antioch, Lake County, Illinois. Proposed services include completion of a Preliminary Environmental Site Assessment (PESA) report. This proposal presents our: Project Understanding; Scope of Services; Level of Effort, Costs, and Schedule; and Proposal Acceptance. Terms and Conditions, and Costs are presented as attachments.

#### **1. PROJECT UNDERSTANDING**

H&H/GZA understands that the LCFP seeks professional environmental services for the Phase I Preliminary Engineering Study for bike path and trail connection improvements within the LCFP. This Millennium Trail Project is proposed to have two sections, gapping Illinois Route 173. The two segments will be combined into one project. The first segment is approximately one mile in length and extends from the Ethel Woods Trail north to Illinois 173, through the Lake County Public Works Sanitary Sewer Easement. The second segment is approximately two miles in length and extends from Illinois Route 173 north through Forest Preserve Land up to Pine Dunes Forest Preserve Trail at Hunt Club Road. The proposed scope of services and fee are associated with only the municipal routes (non-IDOT jurisdiction) components of the proposed improvements, which excludes parcels associated with IL Route 173.

Based on the separation distance between the planned improvements, it is anticipated that two PESA reports will be prepared for the planned improvements. It is anticipated that field activities will be conducted within a single day, requiring one mobilization.

#### **2. SCOPE OF SERVICES**

##### **Task 1: Preliminary Environmental Site Assessment (PESA)**

H&H/GZA will conduct a Preliminary Environmental Site Assessment (PESA) for the local road portions of the Millennium Trail Project Corridor. This process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13;



- IDOT Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris (CCDD) Fill Operations and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100, effective August 27, 2012.

#### **A. Historical Research**

The Project Corridor historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the Project Corridor will be evaluated. A site walkover of potential areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the limits of the Project Corridor. Specifically, H&H/GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

A PESA Report will be prepared for each of the path segments summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and
- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to CCDD management and in general conformation with IDOT memorandums.

#### **Task 2: Project Management**

Time under this task includes project administration and management activities that include cost and schedule tracking; coordination with Civiltech on authorized activities; memo production and other in-house management activities; and project closeout.



**Task 3: QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the report as described above.

**3. LEVEL OF EFFORT, COSTS, AND SCHEDULE**

The fee for the proposed scope of services is included on the attached cost worksheets. PESA work will commence within ten business days of authorization to proceed, or as requested by Civiltech. The target completion date is six weeks from the date of the authorization to proceed. If an expedited schedule is necessary, H&H/GZA will coordinate with Civiltech to establish a schedule that is appropriate for the project needs.

**Conditions of Engagement**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H/GZA's report will be prepared on behalf of and for the exclusive use of Civiltech. Civiltech acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H/GZA. H&H/GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

**4. PROPOSAL ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H/GZA. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-4425 with any questions.

Very truly yours,  
**Huff & Huff, Inc.**

Baron H. Stuedemann, P.E., P.W.S.  
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and Civiltech (Client), named in the attached proposal.

#### **BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. H&H will submit invoices monthly, and Client will forward to Prime within 30 days of invoice date. Client payment to H&H is due within 20 days of receipt of payment from Prime. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;



- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of



probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**12. Changed Conditions.**

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

**15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.



- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

### PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Huff & Huff, Inc.  
 PRIME/SUPPLEMENT Civiltech Engineering, Inc.  
 Prepared By MTW/BHS

DATE 08/04/20  
0

PTB-ITEM#

CONTRACT TERM 8 MONTHS  
 START DATE 8/15/2020  
 RAISE DATE 3/1/2021

OVERHEAD RATE 182.42%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 3%

END DATE 4/14/2021

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/15/2020	3/1/2021	7	87.50%
1	3/2/2021	4/1/2021	1	12.88%

---

The total escalation = 0.37%

**Exhibit A - Preliminary Engineering**

Route: Millennium Trail  
 Local Agency: Lake County Forest Preserves  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No. \_\_\_\_\_

\*Firm's **approved rates** on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 182.42 %  
 Complexity Factor ® 0.00  
 Calendar Days \_\_\_\_\_

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House direct costs (IHDC)	Profit	Total
Task 1 - PESA	Varies (Attached)	69.00	\$31.51	\$2,174.19	\$3,966.16	\$0.00	<b>\$734.00</b>	\$996.78	\$7,871.13
Task 2 - PM	Varies (Attached)	4.00	\$47.51	\$190.04	\$346.67	\$0.00	<b>\$0.00</b>	\$77.82	\$614.53
Task 3 - QA/QC	Varies (Attached)	7.00	\$54.09	\$378.63	\$690.70	\$0.00	<b>\$0.00</b>	\$155.05	\$1,224.38
<b>TOTALS</b>		<b>80.00</b>		<b>\$2,742.86</b>	<b>\$5,003.53</b>	<b>\$0.00</b>	<b>\$734.00</b>	<b>\$1,229.65</b>	<b>\$9,710.04</b>

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Huff & Huff, Inc.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** Civiltech, Inc

DATE 08/04/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PESA			PM			QA/QC								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	70.00	0.0																	
Associate Principal II	70.00	0.0																	
Associate Principal I	62.86	4.0	5.00%	3.14	1	1.45%	0.91				3	42.86%	26.94						
Senior Consultant	69.70	0.0																	
Senior Project Manager III	60.96	0.0																	
Senior Project Manager II	46.81	0.0																	
Senior Project Manager I	45.29	0.0																	
Senior Landscape Architect	52.94	0.0																	
Senior Planning PM	53.65	0.0																	
Senior Geologist PM	47.51	9.0	11.25%	5.34	1	1.45%	0.69	4	100.00%	47.51	4	57.14%	27.15						
Senior Technical Specialist	46.31	0.0																	
Senior Scientist PM II	48.76	0.0																	
Senior Technical Scientist	44.41	2.0	2.50%	1.11	2	2.90%	1.29												
Technical Graphics Technician	24.12	8.0	10.00%	2.41	8	11.59%	2.80												
Scientist PM II	44.65	0.0																	
Engineer PM I	40.20	1.0	1.25%	0.50	1	1.45%	0.58												
Assistant PM Engineer I	36.67	0.0																	
Engineer I	32.43	18.0	22.50%	7.30	18	26.09%	8.46												
Assistant PM Scientist	33.26	20.0	25.00%	8.32	20	28.99%	9.64												
Scientist E1	27.36	18.0	22.50%	6.16	18	26.09%	7.14												
Scientist E2	25.60	0.0																	
Administrative Managers	43.42	0.0																	
Senior Administrative Assistant	30.51	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		80.0	100%	\$34.28	69.0	100.00%	\$31.51	4.0	100%	\$47.51	7.0	100%	\$54.09	0.0	0%	\$0.00	0.0	0%	\$0.00



## PAYROLL RATES

**FIRM NAME** Huff & Huff, Inc. **DATE** 08/04/20  
**PRIME/SUPPLEMENT** 0  
**PTB-ITEM #** 0

**ESCALATION FACTOR** **0.37%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$72.80	\$70.00
Associate Principal II	\$75.00	\$70.00
Associate Principal I	\$62.63	\$62.86
Senior Consultant	\$69.44	\$69.70
Senior Project Manager III	\$60.73	\$60.96
Senior Project Manager II	\$46.64	\$46.81
Senior Project Manager I	\$45.12	\$45.29
Senior Landscape Architect	\$52.74	\$52.94
Senior Planning PM	\$53.45	\$53.65
Senior Geologist PM	\$47.33	\$47.51
Senior Technical Specialist	\$46.14	\$46.31
Senior Scientist PM II	\$48.58	\$48.76
Senior Technical Scientist	\$44.24	\$44.41
Technical Graphics Technici	\$24.03	\$24.03
Scientist PM II	\$44.48	\$44.48
Engineer PM I	\$40.05	\$40.05
Assistant PM Engineer I	\$36.53	\$36.53
Engineer I	\$32.31	\$32.31
Assistant PM Scientist	\$33.14	\$33.14
Scientist E1	\$27.26	\$27.26
Scientist E2	\$25.50	\$25.50
Administrative Managers	\$43.26	\$43.26
Senior Administrative Assist	\$30.40	\$30.40



**ATTACHMENT C - KEY PERSONNEL**

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Jeff Sloom	Planning Manager	847-968-3277	847-489-6186	<a href="mailto:jsloom@lcpd.org">jsloom@lcpd.org</a>

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	E-MAIL
Joel Christell, P.E.	Director, PH 1	630-735-3941	630-732-0028	<a href="mailto:jchristell@civiltechinc.com">jchristell@civiltechinc.com</a>
Jim Tibble, P.E.	Project Manager	630-773-3900		<a href="mailto:jtibble@civiltechinc.com">jtibble@civiltechinc.com</a>