



# Lake County Forest Preserves

General Offices  
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www.LCFPD.org

**DATE:** May 4, 2020

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

**Agenda Item#** 9.4

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

**RECOMMENDATION:** Recommend approval of a Resolution awarding a Contract for Phase III Engineering Services for the Millennium Trail-U.S. Route 45 Underpass Construction to Civiltech Engineering, Inc., Itasca, Illinois, in the Contract Price of \$562,522.00.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connection; Leadership; Organizational Sustainability.

**FINANCIAL DATA:** This project was approved as part of the adopted FY2020 Capital Improvement Plan in the amount of \$1,039,798.00 for the local agency share of both construction and construction engineering. The project has been awarded federal funding through the Transportation Alternatives Program (TAP-L CMAP STE), which will cover 80% of the construction and construction engineering costs. The actual construction engineering cost of \$562,522.00 will be charged to account 35304100-803200-63903. Through the TAP-L funding program, the Illinois Department of Transportation (IDOT) will reimburse the District for 80% of the construction engineering costs resulting in a total cost to the District of \$112,506.00.

**BACKGROUND:** The planned Millennium Trail route in north central Lake County will follow US Route 45 from McDonald Woods to Raven Glen Forest Preserve. At Raven Glen, the trail must cross US Route 45 into Ethel's Woods and then north to Route 173. The proposed Millennium Trail – U.S. Route 45 Underpass will provide a safe route between Raven Glen and Ethel's Woods Forest Preserves for pedestrians, bicyclists and equestrians. The project includes a poured-in-place concrete underpass structure and 0.8-miles of new asphalt and aggregate trails.

In November 2019, the District was notified that this project was awarded federal funding assistance through the Transportation Alternatives Program which will provide 80% of the funding for the construction and construction engineering costs. District staff solicited a Statement of Interest (SOI) from interested engineering firms and six responses were received. Staff evaluated and ranked the SOI's in accordance with the District's qualification based selection procedures and recommends Civiltech Engineering, Inc. as the highest qualified firm to provide the required construction engineering services.

Construction is anticipated to begin in the fall 2020 with an estimated completion in fall 2021.

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST P RESERVE DISTRICT  
REGULAR MAY MEETING  
MAY 12, 2020**

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

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

**PLANNING COMMITTEE:**

Date: 5-4-2020  Roll Call Vote: Ayes: 9 Nays: 0  
 Voice Vote Majority Ayes; Nays: \_\_\_\_\_

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

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

**WHEREAS**, the Lake County Forest Preserve District (the "District") desires to retain a firm to perform Phase III Engineering services, including services for construction observation, for the Millennium Trail-U.S. Route 45 Underpass Construction Project (the "Services"); and

**WHEREAS**, the Route 45 Underpass Construction Project has been awarded federal funding through the Transportation Alternatives Program (TAP-L) and will be constructed through a contract between the Illinois Department of Transportation (IDOT) and a yet to be determined contractor; and

**WHEREAS**, the TAP-L funding requires Statements of Interest from qualified engineering firms; 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 Statements of Interest for the Services and received Statement of Interests from six firms (the "Firms"); and

**WHEREAS**, District staff has evaluated and ranked the Statements of Interest from the Firms in accordance with the District's QBS Procedures that meet the requirements of 23 CFR 172 and the Brooks Act; and

**WHEREAS**, the District's staff, the Purchasing Manager, the Director of Planning and Land Preservation, and the Planning Committee recommend that the Board of Commissioners (i) find that Civiltech Engineering, Inc. is the highest qualified Firm to provide the Services, (ii) find that the proposal for the Services submitted by Civiltech Engineering, Inc. is the proposal that is most advantageous to the District, and (iii) award a contract for the Services to Civiltech Engineering, Inc. in substantially the form attached hereto (the "Contract") in an amount not to exceed \$562,522.00 (the "Contract Price"); and

**WHEREAS**, the Board of Commissioners hereby finds that Civiltech Engineering, Inc. is the highest qualified Firm to provide the Services, 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;

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

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

**Section 2: Award of Contract.** A Contract for the Services in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to Civiltech Engineering, Inc.

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

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

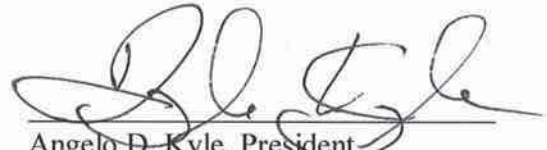
**Section 5: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 12<sup>th</sup> day of MAY, 2020

AYES: 18

NAYS: 0

APPROVED this 12<sup>th</sup> day of MAY, 2020

  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

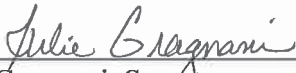
  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. 5643

Local Public Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
Lake County Forest Preserve District			Civiltech Engineering, Inc.
County Lake			Address Two Pierce Place, Suite 1400
Section 16-F3000-05-BT			City Itasca
Project No. E30B(007)			State Illinois
Job No. C-91-181-20	Zip Code 60143		Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com
Contact Name/Phone/E-mail Address Jeff Slood; 847.968.3277 jslood@lcpfd.org			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor In Responsible Charge</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>Contractor</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

#### Project Description

Name US Route 45 Underpass Route FAU 0344 Length 0.87 mi Structure No. 049-0505

Termini Millennium Trail north of Miller Road and Beck Road

Description: The work consists of pavement reconstruction, underpass structure, HMA binder and surface, storm sewers, earth excavation, erosion control, pavement markings, tree removal, landscaping, trees, seeding, and all incidental and collateral work necessary to complete the project as shown on the plan.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
  12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:



With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.



6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$514,322.00

Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	\$48,200.00

Sub-Consultant Total:	\$48,200.00
Prime Consultant Total:	\$514,322.00
Total for all Work:	\$562,522.00

Executed by the LPA:

Lake County Forest Preserve District  
(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: President, Board of Commissioners

(SEAL)

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By: \_\_\_\_\_  
Title: Vice President

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

Exhibit A - Construction Engineering

Route: FAU 0344 (US Route 45 Underpass)  
 Local Lake County Forest Preserve District  
 (Municipality/Township/County)  
 Section: 16-F3000-05-BT  
 Project: E30B(007)  
 Job No.: C-91-181-20

\*Firm's approved rates on file with  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 117.73 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Plus Fixed Fee Methods of Compensation:  
 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 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 (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
See attached Cost Estimate of Consultant's Services									
<b>Totals</b>									0.00

**Exhibit A - Construction Engineering  
COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
US Route 45 Underpass Improvement  
Lake County Forest Preserve District**

**Route:** FAU 0344; US Route 45 Underpass Improvement  
**Local Agency:** Lake County Forest Preserve District  
**Contract No.:** 16-F3000-05-BT  
**Project No.:** E30B(007)  
**Job No.:** C-91-181-20  
**County:** Lake

\*Includes annual increase (3%) for work in 2020  
 \*\*Firm's approved Over Head rate on file with IDOT's Bureau of Accounting and Auditing is 117.73%  
 \*\*\*Labor x 0.145 x 2.1773 = Fixed Fee  
 Complexity factor (R=0.00)

**Consultant:** Civiltech Engineering, Inc.

**Prepared:** 3/17/2020

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses (Labor x 1.1773)	Fixed Fee** (Labor x 0.3157)	TOTAL
Construction Engineering:	Res. Engr. V	2,457	64.79%	\$ 58.50	\$ 143,735	\$ 169,219	\$ 45,377	\$ 358,331
	Asst. RE (Res. Engr. III)	1,039	27.40%	\$ 39.57	\$ 41,113	\$ 48,402	\$ 12,979	\$ 102,494
	Res. Engr. V	40	1.05%	\$ 48.25	\$ 1,930	\$ 2,272	\$ 609	\$ 4,811
	Intern (Field Tech. I)	0	0.00%	\$ 38.88	\$ -	\$ -	\$ -	\$ -
	Chief Layout Specialist	168	4.43%	\$ 35.02	\$ 5,883	\$ 6,926	\$ 1,857	\$ 14,666
	Structural Engr. IV	44	1.16%	\$ 42.23	\$ 1,858	\$ 2,187	\$ 587	\$ 4,632
	Sr. Proj. Mngr.	44	1.16%	\$ 70.00	\$ 3,080	\$ 3,626	\$ 972	\$ 7,678
<b>TOTALS</b>					<b>\$ 197,599</b>	<b>\$ 232,632</b>	<b>\$ 62,381</b>	<b>\$ 562,522</b>

Direct Expenses:

- 1.) Vehicle Expense
- 2.) Material Testing
- 3.) Soils Monitoring
- 4.) Printing Expense
- 5.) Photography

- 1.) 385 Days @ \$55.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Soils Monitoring
- 4.) Estimated printing expense for Record Drawings
- 5.) Estimated photography expense



**Prime Consultant**

Name Civiltech Engineering, Inc.  
 Address Two Pierce Place, Ste. 1400, Itasca, IL 60143  
 Telephone 630.773.3900  
 TIN Number 36-3606666

**Project Information**

Local Agency Lake County Forest Preserve District  
 Section Number 16-F3000-05-BT  
 Project Number E30B(007)  
 Job Number C-91-181-20

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Midland Standard Engineering & Testing, Inc.	20-2435502	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

\_\_\_\_\_ Signature and title of Prime Consultant

\_\_\_\_\_ Date

**Note:** The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

**Exhibit C**  
**Federal Qualification Based Selection (QBS) Checklist**

Local Public Agency Lake County Forest Preserve District  
 Section Number 16-F3000-05-BT  
 Project Number E30B(007)  
 Job Number C-91-181-17

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____		
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>02/27/2020</u> Method(s) used for advertisement and dates of advertisement: <u>02-06-20</u> <u>Agency's Website</u>		
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>See Attached Letter</b>		
	Criteria for this project	Weighting	Criteria for this project
	Project Understanding	<u>10</u> %	Past Performance
	Firm Experience	<u>20</u> %	Local Presence
	Staff Capabilities	<u>20</u> %	
	Technical Approach	<u>20</u> %	
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Director of Planning, Planning Manager, and Preserve Planner II</u> Top three consultants selected for this project in order: 1) <u>Civiltech Engineering, Inc.</u> 2) <u>Alfred Benesch &amp; Company</u> 3) <u>Gewalt Hamilton Assoc.</u> If less than 3 responses were received, IDOT's approval date: _____		
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		



## US Route 45 Underpass Improvement Summary of Direct Costs

**Route:** FAU 0344; US Route 45 Underpass Improvement  
**Local Agency:** Lake County Forest Preserve District  
**Section No.:** 16-F3000-05-BT  
**Proj. No.:** E30B(007)  
**Job No.:** C-91-181-20  
**County:** Lake  
**Contract No.:** 61G65

### Direct Costs:

#### Printing Expense

Assume 2 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 150 sheets/set X \$0.86 per sheet = \$387.00

Total = \$387.00

**Say: \$385.00**

#### Photography Expense

Assume 15 sets of developed digital pictures @ \$10.00 ea. = \$150.00

**Total: \$150.00**

#### Vehicle Expense

385 vehicle days required @ \$55.00 per day = \$21,175.00

**Total: \$21,175.00**

**COMPANY NAME: Civiltech Engineering, Inc.**
**PTB NUMBER: July 2020 Letting; US Route 45 Underpass - LCFPD**
**TODAY'S DATE: 3/17/2020**

<b>ITEM</b>	<b>ALLOWABLE</b>	<b>UTILIZE W.O. ONLY</b>	<b>QUANTITY J.S. ONLY</b>	<b>CONTRACT RATE</b>	<b>TOTAL</b>
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		385	\$55.00	\$21,175.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)		0	\$19.16	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		0	\$24.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		450	\$0.86	\$385.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		0	\$3.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost		15	\$10.00	\$150.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
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				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
<b>TOTAL DIRECT COST</b>					<b>\$21,710.00</b>

*\*If other allowable costs are needed and not listed, please add in the above spaces provided.*

**LEGEND**  
W.O. = Work Order  
J.S. = Job Specific



MIDLAND STANDARD ENGINEERING & TESTING, INC.

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

March 21, 2020

Mr. James D. Ewers, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services  
**US Route 45 – Millenium Trail Underpass**  
Antioch Township, Lake County, Illinois

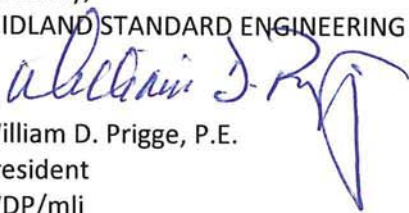
Dear Mr. Ewers:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your projects in Lake County, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for earthwork, field inspection of subgrade soils and backfill, portland cement concrete structures and hot mix asphalt, laboratory testing and documentation required.

We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed. We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

Sincerely,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D. Prigge, P.E.  
President  
WDP/mj

Attachment 1: Schedule of Services and Fees  
Attachment 1.1: Cost Estimate

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**  
**QUALITY ASSURANCE**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

FOR

**US Route 45**  
**Millenium Trail and Underpass**  
**Section # 16-F3000-05-BT**  
**Contract # 61G65**  
**Lake County, Illinois**

PREPARED BY  
MIDLAND STANDARD ENGINEERING & TESTING, INC.  
SOUTH ELGIN, ILLINOIS

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

**BASIS OF RATES**

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.



**ATTACHMENT 1**  
**FEE SCHEDULE GENERAL INSPECTION AND TESTING**

**CONSTRUCTION TESTING AND INSPECTION SERVICES**

**A. Engineering Technicians**

Engineering Technicians will be assigned to the project on the basis of complexity and/or specific experience requirements:

Material Tester 1, PCC	per day .....	\$ 808.00
	per half day .....	\$ 404.00
	per hour, 4-8 hr .....	\$ 101.00
	per hour overtime 8 hr+ .....	\$ 141.40

Material Tester 1 HMA	per day .....	\$ 824.00
	per half day .....	\$ 404.00
	per hour, 4-8 hr .....	\$ 103.00
	per hour overtime 8 hr+ .....	\$ 144.20

Material Tester 2	per day .....	\$ 840.00
	per half day .....	\$ 412.00
	per hour, 4-8 hr .....	\$ 105.00
	per hour overtime 8 hr+ .....	\$ 147.00

Material Tester 2 Technicians will be assigned on mass earthwork assignments to monitor density, approve subgrade, obtain soil samples for laboratory testing. Concrete batch plant and Hot Mix batch plant inspection.

Material Tester 1 PCC Technicians will conduct field testing of concrete including slump, air content, temperature and casting strength specimens.

Material Tester 1 HMA Technicians will conduct field testing of hot mix asphalt pavement, conduct rolling patterns and monitor compaction operations.

\*A four (4) hour minimum day is applicable to Technician and Technician (Level 1 and 2) assignments.

**B. Engineering Services**

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

Field Engineer	\$ 110.00
Project Engineer	\$ 125.00
Project Manager or Materials Consultant, P.E.	\$ 125.00
Geotechnical Engineer	\$ 135.00
Principal Engineer	\$ 145.00

**ATTACHMENT 1 (CONT'D)**

**C. Laboratory Services**

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional)

6"x12"	\$ 18.00 ea.
4"x8"	\$ 16.00 ea.
  
2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional) \$ 50.00 ea.
  
3. Aggregate Gradation

Dry Sieve Analysis.....	\$ 65.00 ea.
Washed Sieve Analysis.....	\$ 77.00 ea.
Hydrometer & Sieve Analysis.....	\$ 95.00 ea.
PGE Gradation .....	\$ 150.00 ea.
  
4. Atterberg Limits ASTM D4318..... \$ 85.00 ea.
  
5. Theoretical Maximum Density ASTM D 2041 \$ 165.00 ea.
  
6. Asphalt Content by Reflux Extraction with Gradation \$ 165.00 ea.
  
7. Asphalt Content by Ignition Oven with Gradation \$ 165.00 ea.
  
8. Bulk Specific Gravity of Gyratory Specimen

i. (set of two) and air voids.....	\$ 330.00 ea.
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11. Laboratory Compaction Characteristics Using Standard Effort ASTM D 698..... \$ 175.00 ea.
  
12. Laboratory Compaction Characteristics Using Modified Effort ASTM D 1557..... \$ 195.00 ea.
  
13. Bituminous Core Thickness & Density .....

\$ 45.00 ea.

**D. Miscellaneous Services**

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite .....\$ 75.00 each

### NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
  - First Shift - 6am-2pm, Rates x 1.0
  - Second Shift - 2pm-10pm, Rates x 1.10
  - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are **1.40** times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our South Elgin facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 3/31/22 and are based on our staffing conditions, current as of the date of this proposal.





Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Anthony J. Quigley, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 W. Center Ct.
Schaumburg, Illinois 60196

County Lake
Municipality Lake County Forest Preserve
Section 16-F3000-05-BT
Route FAU 0344
Contract No. 61G65
Job No. C-91-181-20
Project E30B(007)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

David M. Bugaj
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 17-12533.
Mr. David M. Bugaj of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Bugaj has completed multiple Federal projects that were Let through IDOT. Civiltech Engineering is prequalified by IDOT in Special Services: Construction Inspection.

Date Signature of Applicant Field Inspecting Resident Engineer (F.I.R.E.)
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

## Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.





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## SCOPE OF PHASE III ENGINEERING SERVICES – ETHEL’S WOODS, ROUTE 45 UNDERPASS

### PRE-CONSTRUCTION TASKS

- Establish the Contract Inspector’s Checklist for Contract Administration from IDOT’s Construction Manual as guidelines to follow.
- Participate in various on-site and off-site pre-construction meetings and prepare minutes to District for review and approval. Pre-Construction Meetings will be held with the Contractor, District staff, utility company representatives, and other project stakeholders.
- Review and document existing site conditions
- Familiarize project team with all project permits and requirements needed for construction.
- Review plans and specifications in-depth, verifying quantities, elevations, and dimensions relevant to project. Anticipate any potential conflicts or issues and develop solutions prior to construction.
- Set up field books, quantity books, diary, and all other forms of proper project documentation as needed.
- Prepare a project contact list with names, addresses, phone numbers, and emails for all contractors, subcontractors, and suppliers for the project. Also, submit 24-hour contact numbers for applicable parties.
- Review record drawing requirements with contractor.

### CONSTRUCTION TASKS

- Provide a resident engineer for required daily activities such as:
  - Observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents.
  - Maintain site presence at all times when the contractor is working.
  - Disapprove any work failing to conform to the contract documents and immediately inform the District and IDOT representatives.
  - Verify that there are no deviations from the contract documents unless authorized by the District and IDOT representatives.
  - Provide quality control of the construction through full-time inspection, interpretation, and enforcement of the contract documents, Standards and Specifications, IDOT Construction Manual, and policies including scope items listed in the IDOT form BLR 05611.
  - The Resident Engineer must be certified in IDOT Documentation.
- Provide geometric control including verification of the contractor’s construction staking and layout.
- Communicate with District staff, keeping them up to date on any and all issues.
- Measure, compute, and document pay item quantities. The Construction and Materials Management System (CMMS) system will be used to document the project. CMMS is the computerized record keeping system created by IDOT. The Consultant must be approved for its use.

- Maintain a daily record of the contractor's activities throughout construction, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work through field books and a diary. No project changes will be authorized without prior District approval.
- Prepare and submit all partial and final pay estimates, change orders, records, documentation, and reports in the required form and number of copies.
- Conduct weekly progress meetings between the District, Contractor, and Engineer. The Resident Engineer will provide agendas and meeting minutes for all attending parties. A weekly progress report will be provided to the District at the progress meeting.
- Provide liaison functions related to coordination of contractors, utilities, developers, other agencies, and property owners engaged or affected by the project.
- Enforcement of Stormwater Pollution Prevention Plan (SWPPP) to ensure compliance with any Illinois Environmental Protection Agency (IEPA) NPDES Permit. Designated Erosion Control Inspector (DECI) Certification with Lake County Storm Water Management (LCSMC) is required.
- Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
- Maintain daily contact with utility companies as needed and their contractors to monitor concurrence with proposed schedules.
- As needed, inspect, document, and inform the contractor and the District of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor responses to notices of the same.
- Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test soil, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA/geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. A material testing sub-consultant may be used to fulfill this role.
- Maintain a set of working drawings as construction is progressing.
- Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.
- Maintain and periodically transmit to contractor a running punch-list listing work not conforming to contract specifications that the general contractor must complete prior to final payment to expedite project close-out.
- Obtain material acceptance certifications as materials are incorporated into the project to expedite project close-out.
- Monitor and enforce all safety regulations are followed by the consultant staff and sub-consultants.
- Monitor and document erosion control and ensure conformity with the plans and specifications.
- Provide photo documentation of all phases of construction from both ground and aerial perspectives. Capture aerial video of construction progress at a minimum of three occurrences to provide a "time-lapse" of the construction progress utilizing a predetermined GPS flight path. Provide all photos and videos to the District for unrestricted processing and use.
- Provide the District with regular invoicing and provide supporting documentation as requested in order for the District to review and approve all invoices prior to payment and submission to IDOT for reimbursement.
- Ensure completion of punch list.
- Perform ongoing and finalizing administration of the project including final closing out of the contract, records retention and resolution of disputes.

POST CONSTRUCTION TASKS

- Perform final inspection with IDOT, the District, contractor, and all applicable utilities to finalize punch list items. Document the items in the final punch list and submit them to the contractor for close-out. Verify completion of all work and provide a recommendation to the District.
- Prepare record drawings. Submit three (3) hard copies and one (1) electronic copy of the Engineering Drawings Detailing the “As-Built” conditions.
- Complete a contractor performance evaluation and conduct a post construction meeting with all interested parties to discuss lessons learned and identify steps to eliminate problems in the future.
- Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
- Provide all documentation associated with the final pay estimate.
- Close-out project with IDOT within a reasonable time frame after all construction is complete.

MILESTONE DATES:

April 20	Draft Construction Engineering Services agreement to IDOT
May 12	Lake County Forest Preserve District Board meeting for approval
June 24	FINAL CES contract to IDOT
July 31	IDOT Letting

The District also requests the following:

- Provide limited involvement of Phillip Hurst, P.E., who was the Civiltech RE at four prior near-identical projects, at the start of important project stages. These would include an early meeting between the District and Civiltech, the pre-construction meeting and at the start of earth excavation, structure excavation, concrete forms and form liners, concrete staining and whenever questions arise that could benefit Mr. Hurst’s involvement.

