



DATE: January 5, 2026

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Kevin Kleinjan
Director of Planning

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract to Civiltech Engineering, Inc. for Phase II Engineering Services for Public Access Improvements within Lake Carina Forest Preserve, in the Contract Price of \$214,267.05.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Conservation.

FINANCIAL DATA: This work was included in the adopted FY2026 Capital Improvement Plan (CIP) as part of the following project: Lake Carina – Bridge & DPRT Trail Connection (Project 63601). The total amount available in the project budget is \$300,000.00. The actual amount of \$214,267.05 will be charged to 35504100-803200-63601.

BACKGROUND: On October 15, 2025, the Board of Commissioners approved the 2026 Capital Improvement Plan to include funding for public access improvements at Lake Carina Forest Preserve. The existing infrastructure and public access improvements include a parking lot, pit style toilet, aggregate path to a fishing pier, and grass loop trail around Lake Carina. The existing infrastructure needs to be modified and upgraded to address many of the actions recommended in the District's Transition Plan to improve compliance with the Illinois Accessibility Code (IAC) and Americans with Disabilities Act (ADA) standards, upgrade pavement and infrastructure nearing the end of its useful life and enhance the user experience. The existing grass path will be redesigned to provide a continuous hard surfaced trail around Lake Carina and accommodate a new bridge crossing the Des Plaines River, connecting the Des Plaines River Trail to the parking lot trailhead off Illinois Route 21. This new trail section will connect thousands of nearby Gurnee residents to the regional Des Plaines River Trail, promoting recreational and non-motorized commuting opportunities.

The engineering services contract will include administration, data collection and coordination, preliminary engineering, pre-final and final plans, special provisions and estimates, permitting and bidding assistance, and pre-construction meeting attendance. The resulting plans and supporting documents will be "shovel ready" and better position the District to pursue potential grant funding for the project.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 14, 2026**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract to Civiltech Engineering, Inc. for Phase II Engineering Services for Public Access Improvements within Lake Carina Forest Preserve” and requests its approval.

PLANNING COMMITTEE:

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

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

**A RESOLUTION AWARDING A CONTRACT TO CIVILTECH ENGINEERING, INC.
FOR PHASE II ENGINEERING SERVICES FOR PUBLIC ACCESS IMPROVEMENTS
WITHIN LAKE CARINA FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to retain a firm to perform Phase II Engineering Services for Public Access Improvements within Lake Carina Forest Preserve (the “Services”); and

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

WHEREAS, Civiltech Engineering, Inc. has submitted a proposal for the Services (the “Proposal”); and

WHEREAS, the District’s staff, the Purchasing Manager, the Director of Planning, 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. is 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 \$214,267.05 (the “Contract Price”); and

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

WHEREAS, the District has a satisfactory relationship with Civiltech Engineering, Inc. for engineering services;

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

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

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

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

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

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

PASSED this _____ day of _____, 2026

AYES:

NAYS:

APPROVED this ____ day of _____, 2026

Jessica Vealitzek, 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
PUBLIC ACCESS IMPROVEMENTS –
PHASE II ENGINEERING

LAKE CARINA FOREST PRESERVE
63601-3

TABLE OF CONTENTS

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

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

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT B – CONSULTANT'S SCOPE OF WORK

ATTACHMENT C – KEY PERSONNEL

**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CIVILTECH ENGINEERING, INC.
FOR THE
PUBLIC ACCESS IMPROVEMENTS – PHASE II ENGINEERING
LAKE CARINA FOREST PRESERVE**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, (“Owner”) and Civiltech Engineering, Inc. a(n) Illinois Corporation, Two Pierce Place, Suite 1400, Itasca, (“Consultant”) make this Contract as of January 14, 2026 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

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

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

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the “Commencement Date” set forth in Attachment A, and shall diligently and continuously prosecute and carry out the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the “Completion Date” or, if the Services are to be performed in separate phases, the “Completion Dates,” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner’s failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant’s, or its Sub-consultant’s, delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

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

1.7 Consultant’s Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after 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: Greg Walenter, Project Manager

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

NAME: Civiltech Engineering, Inc.

ADDRESS: Two Pierce Place, Suite 1400

CITY STATE: Itasca, IL 60143

Attention: Nate Murphy, P.E.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

By: _____
Julie Gagnani
Title: Board Secretary

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Alex Ty Kovach
Title: Executive Director

Attest/Witness

By: _____
Title: _____

Civiltech Engineering, Inc.

By: _____
Jon Vana
Title: President

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:
Provide Phase II Engineering services at Lake Carina Forest Preserve for Public Access Improvements, which services include: data collection, permitting and agency coordination, design, engineering, hydrologic and hydraulic analysis and preparation of bidding and contract documents.

The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.

2. Approvals and Authorizations:

Consultant shall obtain the following approvals and authorizations from the following governmental bodies on or before the following dates:

<u>Approval/Authorization</u>	<u>Date</u>
Lake County Management Commission	TBD
U.S. Army Corps of Engineers	TBD
Illinois Environmental Protection Agency	TBD
Illinois Department of Natural Resources	TBD

3. Commencement Date:

January 19, 2026

4. Completion Date:

- A. June 26, 2026, plus extension, if any, authorized by a Change Order issued pursuant to Section 2.1 of the contract for the completion of the following:

❖ Data Collection and Early Coordination

- B. August 28, 2026, plus extension, if any, authorized by a Change Order issued pursuant to Section 2.1 of the contract for the completion of the following:

❖ Preliminary and Pre-Final (95%) Engineering

- C. October 30, 2026, plus extension, if any, authorized by a Change Order issued pursuant to Section 2.1 of the contract for the completion of the following:

❖ Final (100%) Plans, Special Provisions and Estimates

- D. June 26, 2026, plus extension, if any, authorized by a Change Order issued pursuant to Section 2.1 of the contract for the completion of the following:

❖ Project Administration, Coordination and Permits

5. Insurance Coverage:

- A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory

(2) Employer's Liability:

a. \$1,000,000 injury-per-occurrence

b. \$500,000 disease-per-employee

c. \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented,

not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person
\$2,000,000.00 aggregate

Coverages shall include:

- ❖ Broad Form Property Damage Endorsement
- ❖ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

- ❖ Worker's Compensation Policy
- ❖ 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>Commonwealth Edison Company</u>	<u>All, except Worker's Compensation</u>

6. Schedule of Prices - Lump Sum

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

Two Hundred Fourteen Thousand Two Hundred Sixty-Seven Dollars and Five Cents
(in writing)

\$214,267 Dollars and 05 Cents
(in figures)

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

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

Task 1:

Data Collection and Early Coordination

A. Design Kick Off Meeting with LCFPD

We will hold a meeting with LCFPD to discuss work performed to date, project requirements, schedule, and jurisdictional agency coordination.

B. Obtain and Review Updated Record Data

We will obtain and review any updated record data including, but not limited to, plans and plats, existing/proposed record drawings, environmental and geotechnical reports, right-of-way data, aerial photography and contour mapping, other existing plans, and utility atlases.

C. Preliminary Utility Coordination

We will send letters to the utility companies and agencies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing. We do not anticipate significant utility conflicts but want to be sure that utility information previously collected is up to date.

D. Tree Survey Updates

A tree survey was completed as part of Civiltech's previous contract with the LCFPD for work on the Lake Carina site. Rather than complete a new tree survey, we will incorporate this tree survey into the project and apply a growth factor to the trees that were previously surveyed.

E. Field Review of Survey

This item includes review of all topographic survey and performing a "plan-in-hand" field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design.

F. Supplemental Geotechnical Investigations

Midland Standard Engineering and Testing (MSET) performed previous geotechnical field investigations and reports for the project. That information remains valid for this engineering work. They did not pick up any borings for the section of trail that is proposed around the south side of the lake. They will collect this information and provide a report that will supplement their work completed to date. Please reference their attached proposal for additional information.

Task 2:

Preliminary and Pre-Final (95%) Engineering

A. Plan Base Sheet Preparation

We will update the existing base sheets to ensure current information and project limits including topographic aerial/survey information and finalize plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets. Wetland and floodplain boundaries will also be shown on the base sheets.

B. Preliminary Bridge Design

The existing structural plans will be reviewed and updated as necessary to meet current standards and specifications. Greg Hatlestad, P.E., S.E. from Czapliski Lopez will complete this work along with the final design as a sub-consultant to Civiltech. Please reference their proposal for additional information.

C. Drainage Calculations, Floodplain Evaluation and Hydraulic Report

The original analysis and design work completed in 2015 included the preparation of a hydraulic report to analyze the Des Plaines River floodplain with respect to the proposed pedestrian bridge crossing. The hydraulic report and associated analysis will be updated to reflect the latest trail design and to demonstrate compliance with the latest floodplain regulations. The hydraulic analysis is based on the FEMA Flood Insurance Study model for the Des Plaines River with new stream cross sections in the vicinity of the proposed bridge inserted to create an updated existing conditions model. The scour analysis will also be updated for the proposed bridge abutments and piers. The updated Hydraulic Report will include a narrative, exhibits, and the existing and proposed condition hydraulic analysis that will be required for the project floodplain permitting.

Calculations for the proposed drainage systems, stormwater detention (if required) as well as calculations for floodplain fill and compensatory storage will also be completed to demonstrate compliance with the Lake County Watershed Development Ordinance (WDO). Note that previously LCSMC approved providing stormwater detention for the project is new impervious area within existing Lake Carina and we will continue that approach.

D. Preliminary and Pre-Final (95%) Plans

We will prepare Preliminary and Pre-final contract plans in accordance with current LCFPD, IDNR, USACOE and LCSMC standards and practices. We anticipate the contract plans to consist of the following sheets:

Cover Sheet and Index of Sheets	Plan and Profile (1"=20') - North Trail	North Boardwalk - General Plan and Elevation
General Notes and List of State/Local Standards	Plan and Profile (1"=20') - South Trail	South Boardwalk - General Plan and Elevation
Summary of Quantities	Construction Staging, Notes and Typical Sections	Pedestrian Bridge - General Data
Typical Sections	Landscaping and Erosion Control Notes	Pedestrian Bridge - North Pier
Alignment and Benchmarks - 1"=100'	Landscaping and Erosion Control - North Trail (1"=20' - dual pane)	Pedestrian Bridge - South Pier
Overall Site Plan - 1"=100'	Landscaping and Erosion Control - South Trail (1"=20' - dual pane)	Boardwalk Details
Parking Lot - Existing Conditions and Removal Plan - 1"=30'	Parking Lot - Landscaping and Erosion Control Plan - 1"=30'	Structural Soil Boring Logs
Parking Lot - Layout Plan - 1"=30'	Pedestrian Bridge - General Plan and Elevation	Structural Details
Parking Lot - Grading and Drainage Plan - 1"=30'		Construction Details

The Preliminary Plan preparation and submittal will serve as a progress submittal for review by the LCFPD staff, to identify and address any significant design issues prior to completing pre-final plans. We will communicate with the LCFPD throughout the design process to resolve any current design issues. **Since final plans have been developed for a significant portion of the project in 2015, the Preliminary Plans will include the final plans that have been updated to reflect any current updates to standards or requirements.**

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

The development of Pre-Final Contract Plans and documents will proceed throughout the LCFPD review of the Preliminary Plan Submittal. Permit submittals will occur near the Pre-final P, S & E submittal stage. Pre-Final contract documents will be submitted to the LCFPD, and to the various utility companies and agencies. *Note: The Village of Gurnee has sanitary sewer through the project area.*

E. Special Provisions

We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction (Standard Specifications) adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable LCFPD special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

F. Quantity Calculations

We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers to ensure the accuracy of the calculations.

G. Estimates of Construction Cost and Time

We will use the quantities of work to calculate an Engineer's Estimate of Construction Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

H. Design Review Meetings

We will coordinate and attend meetings as required to discuss the status of the project, outstanding issues, and design review comments with the LCFPD.

I. QA/QC Reviews

Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design

Task 3:

Final (100%) Plans, Special Provisions and Estimates

A. Final Plans

After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. To assist the Resident Engineer (RE) we will furnish the LCFPD, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

LCFPD will be responsible for letting the project. Therefore, we will provide pdf 's of the plans and bid documents as well as the number of full and reduced size copies requested. We will also submit the final contract plans to the various utility companies and agencies.

B. Final Special Provisions

All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. If applicable, the status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

C. Final Quantity Calculations

The quantities will be updated based on changes made to the plans after the pre-final stage.

D. Final Estimate of Cost and Construction Time

The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the LCFPD to assist in the completion of any joint agreements for construction.

E. Final QA/QC Review

Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

Task 4:

Project Administration, Coordination and Permits

A. Project Administration, Meetings and Coordination

This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings. It also includes various meetings and coordination with LCFPD.

B. Project Submittals

As noted above, we will make the necessary document submittals, and follow through with each agency in regard to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

C. Utility Coordination

As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies and agencies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.

D. LCSMC, USACOE & IDNR Permitting and Documentation

This project will require permit submittals to LCSMC in compliance with the WDO and the USACOE for Waters of the US (WOUS) and wetland impacts. For Lake County permitting, this project will require buffer delineations, impact analysis, and functional replacement planning for all jurisdictional wetlands and water bodies.

It is anticipated that the project will fall under the USACOE Nationwide Permit program. LCSMC has been delegated authority for floodway permitting, therefore a separate IDNR permit is not anticipated, nor is a FEMA map revision. A letter to IDNR requesting delegation to SMC will be submitted. We will prepare and submit the permit applications to LCSMC and USACOE along with the required back-up documentation.

E. NPDES Permitting and Documentation

The National Pollution Discharge Elimination System (NPDES) permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA requirements.

F. Bidding Assistance

We will review any questions received from contractors during the bidding process and provide any necessary responses to clarify the documents.

G. Pre-Construction Meeting Attendance

We will attend the pre-construction meeting to review any commitments, contract requirements and answer any questions about the design and contract documents.

COST ESTIMATE OF CONSULTANT SERVICES

	Personnel & Hours										Total Hours	% of Hours	Labor Cost
	Director of Design Services	Project Manager	Engineer V	Engineer III	Structural Engineer	Director of Water Resources	Water Resources Engineer	Certified Wetland Specialist and Arborist	Ecological Engineer I	QA/QC Engineer			
	\$90.00	\$61.00	\$45.00	\$39.50	\$48.50	\$86.00	\$41.50	\$80.00	\$36.00	\$77.00			
1 Data Collection and Early Coordination	4	11	18	21	2	0	2	14	8	0	80	5.8%	\$4,258.50
2 Preliminary and Pre-Final (95%) Engineering	18	77	162	287	115	8	60	8	24	18	777	56.7%	\$36,589.00
3 Final (100%) Plans, Special Provisions and Estimates	6	34	66	60	32	0	0	0	0	13	211	15.4%	\$10,507.00
4 Project Administration, Coordination and Permits	8	58	46	30	0	8	56	24	72	0	302	22.0%	\$15,037.00
Total Labor Cost	36	180	292	398	149	16	118	46	104	31	1370	100.0%	\$66,391.50
OH and Profit Multiplier (2.70)												\$179,257.05	
Direct Costs and Sub Consultant Expense (See attached calculation)												\$35,010.00	
											Total Engineering Cost:		\$214,267.05

DIRECT COSTS

DIRECT COSTS	
Vehicle Mileage Allowance	
	\$500.00
Printing Allowance	
	\$750.00
Structural Design Services	
Czaplicki Lopez	
	\$28,130.00
Geotechnical	
Midland Standard Engineering and Testing	
	\$5,630.00
TOTAL DIRECT EXPENSES:	\$35,010.00

PUBLIC ACCESS IMPROVEMENTS – PHASE II ENGINEERING
 LAKE CARINA FOREST PRESERVE
 63601-3

WORKHOURS

Task No.	Task	Personnel & Hours										Total Hours	% of Hours	
		Director of Design Services	Project Manager	Engineer V	Engineer III	Structural Engineer	Director of Water Resources	Water Resources Engineer	Certified Wetland Specialist and Arborist	Ecological Engineer I	QA/QC Engineer			
1	Data Collection and Early Coordination													
	A. Design Kick Off Meeting with LCFPD	4	4	4					4				16	20.0%
	B. Obtain and Review Updated Record Data		3	2	2	2		2	2			13	16.3%	
	C. Preliminary Utility Coordination		1		3							4	5.0%	
	D. Tree Survey Updates		1	4	8				8	8		29	36.3%	
	E. Field Review of Survey			8	8							16	20.0%	
	F. Supplemental Geotechnical Investigations (by MSET)		2									2	2.5%	
	Sub-total Task No. 1	4	11	18	21	2	0	2	14	8	0	80	100.0%	
2	Preliminary and Pre-Final (95%) Engineering													
	A. Plan Base Sheet Preparation / Updates		1	4	20								25	3.2%
	B. Preliminary Bridge Design													
	C. Drainage and Floodplain Calculations and Hydraulic Report							8	60				68	8.8%
	D. Plan preparation													
	Cover Sheet and Index of Sheets			1	2								3	0.4%
	General Notes and List of State/Local Standards		1	3	3								7	0.9%
	Summary of Quantities		2	4	8								14	1.8%
	Typical Sections		2	4	12								18	2.3%
	Alignment and Benchmarks - 1"=100'		1	2	6								9	1.2%
	Overall Site Plan - 1"=100'		1	2	8								11	1.4%
	Parking Lot - Existing Conditions and Removal Plan - 1"=30'		2	8	12								22	2.8%
	Parking Lot - Layout Plan - 1"=30'	2	6	12	30								50	6.4%
	Parking Lot - Grading and Drainage Plan - 1"=30'	2	6	12	30								50	6.4%
	Plan and Profile (1"=20') - North Trail	7	4	8	24								38	4.9%
	Plan and Profile (1"=20') - South Trail	7	12	16	40								70	9.0%
	Construction Staging, Notes and Typical Sections	1	4	16	16								37	4.8%
	Landscaping and Erosion Control Notes	1	3	8	8				2	6			27	3.5%
	Landscaping and Erosion Control - North Trail (1"=20' - dual pane)	4	2	4	8				2	6			22	2.8%
	Landscaping and Erosion Control - South Trail (1"=20' - dual pane)	4	2	8	16				2	6			34	4.4%
	Parking Lot - Erosion Control and Landscape Restoration Plan - 1"=30'	1	1	4	12				2	6			25	3.2%
	Pedestrian Bridge - General Plan and Elevation					20							20	2.6%
	North Boardwalk - General Plan and Elevation					16							16	2.1%
	South Boardwalk - General Plan and Elevation					16							16	2.1%
	Pedestrian Bridge - General Data					8							8	1.0%
	Pedestrian Bridge - North Pier					16							16	2.1%
	Pedestrian Bridge - South Pier					16							16	2.1%
	Boardwalk Details					12							12	1.5%
	Structural Soil Boring Logs					3							3	0.4%
	Structural Details					8							8	1.0%
	Construction Details													
	Construction Details	5	2	8	12								22	2.8%
	E. Special Provisions	2	16	8									26	3.3%
	F. Quantity Calculations			20	20								40	5.1%
	G. Estimate of Construction Cost and Time	1	3	4							2		10	1.3%
	H. Design Review Meetings	6	6	6									18	2.3%
	I. QC/QA Reviews										16		16	2.1%

PUBLIC ACCESS IMPROVEMENTS – PHASE II ENGINEERING
 LAKE CARINA FOREST PRESERVE
 63601-3

WORKHOURS (EXTENDED)

Task No.	Task	Personnel & Hours										Total Hours	% of Hours
		Director of Design Services	Project Manager	Engineer V	Engineer III	Structural Engineer	Director of Water Resources	Water Resources Engineer	Certified Wetland Specialist and Arborist	Ecological Engineer I	QA/QC Engineer		
	Sub-total Item 2	18	77	162	287	115	8	60	8	24	18	777	100.0%
3	Final (100%) Plans, Special Provisions and Estimates												
	A. Final Plans	4	24	48	48	32						156	73.9%
	B. Final Special Provisions	1	8	4								13	6.2%
	C. Final Quantity Calculations			12	12							24	11.4%
	D. Final Estimate of Cost and Construction Time	1	2	2							1	6	2.8%
	E. Final QC/QA Review										12	12	5.7%
	Sub-total Item 3	6	34	66	60	32	0	0	0	0	13	211	100.0%
4	Project Administration, Coordination and Permits												
	A. Project Administration, Meetings and Coordination	8	24	24								56	18.5%
	B. Project Submittals		3	6	6							15	5.0%
	C. Utility Coordination		8	8	16							32	10.6%
	D1. LCSMC WDO Permitting		8				8	40	16	32		104	34.4%
	D2. USACOE Permitting		8					16	8	40		72	23.8%
	E. NPDES Permitting and Documentation			4	8							12	4.0%
	F. Bidding Assistance		4	4								8	2.6%
	G. Pre-Construction Meeting Attendance		3									3	1.0%
	Sub-total Item 4	8	58	46	30	0	8	56	24	72	0	302	100.0%
	Total Hours:	36	180	292	398	149	16	118	46	104	31	1370	
	% of Hours:	2.6%	13.1%	21.3%	29.1%	10.9%	1.2%	8.6%	3.4%	7.6%	2.3%	100.0%	

SCOPE OF WORK PROPOSAL

11/28/25

Mr. Jonathan R. Vana, PE
CMItech Engineering, Inc.
 Two Pierce Place, Suite 1400
 Itasca, Illinois 60143
jvana@civilttechbioc.com

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895

Lake Carina - Trail Improvements
 Lake County, Illinois

Perform six (6) soil borings with split-spoon sampling to a depth of seven (7) feet below the surface. Conduct field soil strength tests, obtain soil samples, and conduct laboratory testing to determine moisture content of all soil samples, with visual soil classifications. Provide soil strength parameters and recommendations for subgrade preparation and pavement design including boring logs, test results, site location plan.

SERVICES	UNIT PRICE	EST QTY	BUDGET EXTENSION
Field			
Layout borings, elevations, call JULIE, per hour	\$180.00	4	\$720.00
Mobilization of Drill Rig, Equipment & Crew, day	\$450.00	1	\$450.00
Structure Soil Borings with Split Spoon Sampling to a depth of 7 feet, each	\$275.00	6	\$1,650.00
Drilling Supervision, Sampling, Boring Logs, Field Engineer, per hour	\$105.00	7	\$735.00
Laboratory			
Moisture Content Test, each	\$6.00	25	\$150.00
Soil Classification Test Atterberg & Hydrometer. Each	\$235.00	1	\$235.00
Engineering Services			
Engineering Services required for preparation of boring logs, and summary report providing recommendations for subgrade preparation & pavement design, by a professional engineer.			
Principal Engineer, per hour	\$160.00	1	\$160.00
Geotechnical Engineer, per hour	\$150.00	8	\$1,200.00
Staff Engineer, per hour	\$110.00	3	\$330.00

PROJECT TOTAL
\$5,630.00

Accepted: _____ Date: _____



December 3, 2025

Mr. Jon Vana, PE
Civiltech Engineering, Inc. Two
Pierce Place, Suite 1400 Itasca,
IL 60143

**Re: Professional Engineering Fee Proposal for
Lake Carina Pedestrian Bridge over Des Plaines River Phase II
Engineering Services**

Dear Mr. Vana:

Czaplicki Lopez, PLLC (CL) is pleased to present this proposal to Civiltech Engineering, Inc. (Client) to provide phase II structural engineering services for the proposed pedestrian bridge over Des Plaines River and approach boardwalks in the Lake Carina Forest Preserve. Plans for this improvement were previously completed in 2015 but the project was not let due to funding issues. We understand that the Lake County Forest Preserve District is now interested in having the improvement built. CL will review the previously prepared plans and special provisions for the pedestrian bridge and approach boardwalks and will update them to conform with the current AASHTO LRFD Bridge Design Specifications, AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, ANSI/AWC National Design Specification for Wood Construction, and IDOT Bridge Manual.

The proposed pedestrian bridge is a prefabricated weathering steel truss bridge with hardwood (Ipe) plank decking that is 150-ft long, provides a clear width of 12-ft and is supported on two piers on drilled shafts. The proposed approach boardwalks are comprised of timber plank decking on timber stringers spans supported on timber pile bents. The north approach boardwalk is 70-ft long on a straight alignment and the south approach boardwalk is 140-ft long on a S-curve alignment. Both approach boardwalks provide a clear width of 12-ft between 4'-6" tall timber railings.

The following is the anticipated scope of services that CL will provide based on our understanding of the project.

SCOPE OF SERVICES

1. Review previously prepared items including:
 - a. Approach boardwalk and pedestrian bridge plans
 - b. Approach boardwalk and pedestrian bridge special provisions
 - c. Geotech Report
 - d. Topo survey

December 3, 2025

Page 2

2. Review the design calculations, particularly for the piers and drilled shaft foundations, and update as needed in order to comply with the current design specifications.
3. Review and update previously prepared approach boardwalks and pedestrian bridge plans and special provisions as needed to comply with current design specifications and standards. CL will mark-up the plans and Civiltech will update the plans accordingly. CL will seal the final updated plans.

The following is the Index of Drawings (10 sheets total):

- a. General Plan & Elevation – Pedestrian Bridge
- b. General Plan & Elevation – North Boardwalk
- c. General Plan & Elevation – South Boardwalk
- d. General Data
- e. North Pier
- f. South Pier
- g. Boardwalk Details I
- h. Boardwalk Details II
- i. Soil Boring Logs I
- j. Soil Boring Logs II

Revise/update the pay items and special provision as needed. For example, the Wood Boardwalk pay item and special provision will be updated to Boardwalk Structure.

Update the estimated construction cost estimates for the approach boardwalks and pedestrian bridge.

Prepared PS&E will be reviewed by an independent reviewer for completeness and constructability.

4. Project Coordination and Administration
 - a. Coordinate work with civil, hydraulic and geotechnical disciplines
 - b. Coordination with pedestrian bridge and boardwalk manufacturers to obtain loads and details
 - c. Attend project coordination meetings. Assume 2 virtual meetings total
 - d. Prepare monthly invoices and status reports

Items provided by Civiltech:

- A. CADD base file with topo survey and proposed geometrics
- B. Previously prepared design calculations and cost estimates
- C. Geotech report

December 3, 2025

Page 3

COMPENSATION

As compensation for the performance of the above-described Services, CL will be reimbursed by the Client on a time and materials basis according to our standard hourly rates in effect at the time the services are performed up to a maximum fee of **\$28,130.00**. See Exhibit A for a detailed fee estimate. Invoices will be sent monthly and will be based on the total Services actually completed as of the time of billing.

GENERAL PROVISIONS

Services performed by CL under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those set forth in this Agreement. To the fullest extent permitted by law, CL shall not, in any event, be liable to the Client for any special, indirect, incidental, or consequential damages. These include, but are not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue, increased cost of operation, cost of capital, or the cost of new or replacement equipment or systems or power. CL's and/or its individual principals, directors, officers, employees, agents, and servants of the firm total liability to the Client for all claims, losses, damages, and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by CL under this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of Illinois.

The proposal outlined in this Letter is valid for 30 days.

We sincerely appreciate the opportunity to work with you on this Project. If you concur with the proposal outlined in this Letter Agreement, please execute a copy and return it to CL. Unless otherwise instructed by the Client in writing at the time you return the executed copy of this Letter Agreement, CL will consider the executed Letter Agreement as our notice to proceed. Please let us know if you have any questions or need any additional information.

Sincerely,



Greg J. Hatlestad, PE, SE
Structural Manager

ACCEPTANCE

The Client hereby accepts the proposal outlined above and does hereby engage Czaplicki Lopez, PLLC to perform the Services described above, on the terms and conditions set forth in the foregoing Letter Agreement.

Client Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Contact/Billing Information:

Address: _____

City, State, Zip: _____

Phone: _____

E-Mail: _____

ATTACHMENT A
 Engineering Manhour Calculations
 Professional Engineering Services Proposal

Lake Carina Pedestrian Bridge over Des Plaines River - Phase II
 December 3, 2025

		Personnel & Hours			Total Hours	% of Hours
		Structural Engineer Manager	Structural Engineer VIII			
Task No.	Task					
1	Review Previously Prepared Items					
A.	Plans, Specifications & Estimates	2	4	6	50.0%	
B.	Geotech Report and Topo Survey	2	4	6	50.0%	
	Subtotal Item 1	4	8	12	100.0%	
2	Review & Update Design Calculations					
A.	Determine Loads from Pedestrian Bridge	2	6	8	20.0%	
B.	Review & Update Pier and Drilled Shaft Calculations	8	24	32	80.0%	
	Subtotal Item 2	10	30	40	100.0%	
3	Revise & Update Contract Plans, Special Provisions & Estimate					
A.	Review & Mark-up Contract Plans (10 sheets total)					
	General Plan & Elevation Sheets (3)	4	8	12	14.0%	
	General Data	2	4	6	7.0%	
	Pier Detail Sheets (2)	8	16	24	27.9%	
	Boardwalk Detail Sheets (2)	8	16	24	27.9%	
B.	Revise/Update (Pay Items & Special Provisions)	4		4	4.7%	
C.	Update Estimated of Construction Costs	2	6	8	9.3%	
D.	Independent Review of PS&E	8		8	9.3%	
	Subtotal Item 3	36	50	86	100.0%	
4	Project Coordination & Administration					
A.	Project Team Coordination	5		5	35.7%	
B.	Coordination with Ped Bridge & Boardwalk Manufacturers		6	6	42.9%	
C.	Attend Virtual Project and Review Meetings - 2 Total	3		3	21.4%	
	Subtotal Item 4	8	6	14	100.0%	
	Total Hours:	58	94	152		
	% of Hours:	38.2%	61.8%			

ATTACHMENT A
Fee Estimate

Lake Carina Pedestrian Bridge over Des Plaines River - Phase II
December 3, 2025

		Personnel & Hours			Total Hours	Labor Cost
		Structural Manager	Structural Engineer IV			
		\$250	\$145			
Task No.	Task					
1	Review Previously Prepared Items	4	8		12	\$2,160
2	Review & Update Design Calculations	10	30		40	\$6,850
3	Revise & Update Contract Plans, Special Provisions & Estimate	36	50		86	\$16,250
4	Project Coordination & Administration	8	6		14	\$2,870
	Total Labor Cost					\$28,130
	Direct Costs					\$0
Total Engineering Cost:					152	\$28,130

ATTACHMENT C - KEY PERSONNEL

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Greg Walenter	Project Manager	847-968-3274	847-489-6188	gwalenter@lcfpd.org
Michael Haug	Planning Manager	847-968-3432	847-489-6178	mhaug@lcfpd.org
Kevin Kleinjan	Director of Planning	847-968-3429	224-688-9049	kkleinjan@lcfpd.org

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Nate Murphy	Project Manager	630-735-3377		nmurphy@civiltech.com
Jon Vana	Director of Design Services	630-735-3328		jvana@civiltechinc.com

CONSULTANT DISCLOSURE FORM IS NEEDED WHEN CONTRACTS NEED BOARD APPROVAL OR CHANGE ORDERS TO A PROFESSIONAL SERVICES CONTRACT NEEDS COMMITTEE APPROVAL

The Consultant/Vendor should fully complete and execute the Consultant Disclosure Form during the proposal evaluation phase. This form is not part of the contract but should be included with recommendation/resolution Board information.

a. **Required Disclosures:** Each Consultant that (i) submits a proposal to enter into a contract for a Large District Purchase or (ii) approves a Change Order to increase the price of or extend the time of the performance of a contract, if such original contract or the Change Order required, or requires, Board approval under this Policy, shall, with its proposal or prior to executing such Change Order, disclose for itself and for each of its Disclosure-Covered Owners and Disclosure-Covered Employees (i) each Campaign Contribution that it, he, or she has made within the two-year time period preceding the date upon which such proposal is submitted or such Change Order is executed and (ii) the identity and position of each Family Member that is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Department Supervisor/Manager.

It is located on FERN and linked here: <https://www.lcfd.org/file.aspx?DocumentId=9381>

THIS PAGE IS TO BE USED AS INSTRUCTIONAL ONLY – REMOVE AFTER ROUTING CONSULTANT DISCLOSURE AND BEFORE FINALIZING / EXECUTING CONTRACT