



# Lake County Forest Preserves

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**DATE:** March 5, 2026

**MEMO TO:** Paul Frank, Chair  
Planning Committee

**Agenda Item #** 11.3

**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 Millennium Trail – Ethel’s Woods to Pine Dunes Forest Preserves, in the Contract Price of \$424,619.89.

**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: Millennium Trail – Ethel’s Woods to Pine Dunes (Project 63923). The total amount available in the project budget is \$960,502.78. The actual amount of \$424,619.89 will be charged to 11104100-803200-63923.

**BACKGROUND:** On October 15, 2025, the Board of Commissioners approved the 2026 Capital Improvement Plan to include funding for Millennium Trail extensions within Ethel’s Woods and Pine Dunes Forest Preserves. In early 2024, the District was notified that the Chicago Metropolitan Agency for Planning (CMAP) Board and the Metropolitan Planning Organization Policy Committee approved funding through the Transportation Alternatives (TAP-L) program in the amount of \$3,443,840.00 for the Millennium Trail – Ethel’s Woods to Pine Dunes project. That funding is for the future 2028 “Construction and Construction Engineering” (Phase III Engineering) phase of the project, which will construct two sections of the Millennium Trail, totaling 3.1 miles up to the IL Route 173 right-of-way. In the future, the Illinois Department of Transportation (IDOT) plans to link these two sections with a 1.5-mile segment as part of their proposed IL Route 173 improvement project (not associated with the District’s TAP-L awarded funding). Phase I Engineering has been completed for the District’s Millennium Trail extensions, and Phase II Engineering is now required to prepare for the future Phase III Construction and Engineering, TAP-L funded, phase.

The Phase II Engineering Services contract will include project administration and coordination, data collection and coordination, preliminary and pre-final engineering, final plans, special provisions and estimates, permitting and bidding assistance, and pre-construction meeting attendance. The Phase II Engineering Services will position the District to go out for bid within the TAP-L program’s required letting window of November 2027 through September 2028, with a target of November 2027.

**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 MARCH MEETING  
MARCH 11, 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 Millennium Trail – Ethel’s Woods to Pine Dunes Forest Preserves” and requests its approval.

**PLANNING COMMITTEE:**

Date: 3-5-2026                     Roll Call Vote: Ayes: \_\_\_ Nays: \_\_\_\_\_  
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION AWARDING A CONTRACT TO CIVILTECH ENGINEERING, INC.  
FOR PHASE II ENGINEERING SERVICES FOR MILLENNIUM TRAIL –  
ETHEL’S WOODS TO PINE DUNES FOREST PRESERVES**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to retain a firm to perform Phase II Engineering Services for Millennium Trail extensions within Ethel’s Woods and Pine Dunes Forest Preserves (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 \$424,619.89 (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

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Jessica Vealitzek, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

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



CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

CIVILTECH ENGINEERING, INC.

FOR

PHASE II ENGINEERING SERVICES

FOR

MILLENNIUM TRAIL

ETHEL'S WOODS TO PINE DUNES

63923

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**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
CIVILTECH ENGINEERING, INC.  
FOR  
PHASE II ENGINEERING SERVICES  
MILLENNIUM TRAIL – ETHEL’S WOODS TO PINE DUNES**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, (“Owner”) and Civiltech Engineering, Inc. a(n) Illinois Corporation, Two Pierce Place, Suite 1400, Itasca, (“Consultant”) make this Contract as of March 11, 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 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 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 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, Preserve Planner II

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: Nathan 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.



Attest/Witness

By: \_\_\_\_\_  
Julie Gragnani  
Title: Board Secretary

LAKE COUNTY FOREST PRESERVE DISTRICT

By: \_\_\_\_\_  
Alex Ty Kovach  
Title: Executive Director

Attest/Witness

By: \_\_\_\_\_  
James D. Ewers  
Title: Vice President

Civiltech Engineering, Inc.

By: \_\_\_\_\_  
Jonathan R. Vana, P.E.  
Title: President

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

1. Project:  
Provide Phase II Engineering Services for the Millennium Trail – Ethel’s Woods to Pine Dunes Forest Preserve, which services include: Data collection and early Coordination, Preliminary and Pre-Final (95%) Engineering, Final (100%) Plans, Special Provisions and Estimates, and Project Administration, Coordination and Permitting.

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>
Illinois Department of Transportation	October 31, 2027
Federal Highway Administration	October 31, 2027
Illinois Department of Natural Resources	October 31, 2027
Lake County Stormwater Management Commission	October 31, 2027
Lake County Division of Transportation	October 31, 2027
U.S. Army Corps of Engineers	October 31, 2027
Illinois Environment Protection Agency	October 31, 2027
U.S. Fish and Wildlife Service	October 31, 2027
Newport Township	October 31, 2027

3. Commencement Date:

March 23, 2026

4. Completion Date:

January 14, 2028

5. Insurance Coverage:

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

- (1) Worker’s Compensation: Statutory
- (2) Employer’s Liability:
  - a. \$1,000,000 injury-per-occurrence
  - b. \$500,000 disease-per-employee
  - c. \$500,000 disease-policy limit

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

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

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

All employees shall be included as insured’s.

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

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

Coverages shall include:

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

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

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

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

- ❖ Worker’s Compensation Policy

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

Additional Insured	Policy or Policies
--------------------	--------------------

PHASE II ENGINEERING SERVICES  
MILLENNIUM TRAIL – ETHEL’S WOODS TO PINE DUNES  
PROJECT NO: 63923

<u>Abbott Laboratories</u>	<u>On all policies except for Worker's Compensation and Professional Liability</u>
<u>Newport Township</u>	<u>On all policies except for Worker's Compensation and Professional Liability</u>
<u>Lake County Division of Transportation</u>	<u>On all policies except for Worker's Compensation and Professional Liability</u>
<u>Illinois Department of Transportation</u>	<u>On all policies except for Worker's Compensation and Professional Liability</u>

6. Schedule of Prices - Lump Sum

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

Four Hundred Twenty-Four Thousand Six Hundred Nineteen

Dollars and Eighty-Nine Cents

(in writing)

\$424,619 Dollars and 89 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**

### **PROJECT UNDERSTANDING**

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The Lake County Forest Preserve District (LCFPD) has planned improvements to the Millennium Trail between the Ethel's Woods and Pine Dunes Forest Preserves. The trail construction is planned both south and north of IL Route 173 with the section of trail needed in the IL Route 173 right-of-way being an omission and covered in IDOT's IL Route 173 project. Phase I Engineering is nearing completion and LCFPD has secured federal funding for construction in FY 2028. The project will be processed and approved through the IDOT Bureau of Local Roads and Streets (BLRS) based on the use of federal funding for construction. With the funding in FY 2028, the earliest target letting is November 2027 and the latest is September 2028. Based on the scope of work and permitting requirements, we expect that a November 2027 letting is achievable with construction during 2028.

Geotechnical reports were previously prepared and remain valid for the Hastings Creek bridge and boardwalks. A PESA was completed during Phase I Engineering that noted that a PSI will be needed during Phase II Engineering based on the identified PIPs. Any excess material generated from the construction will be re-used on-site, so this scope of work does not include any material testing and certification for disposal at off-site facilities (C.C.D.D.).

A pedestrian bridge is proposed over Hastings Creek and has been designed during the Phase I engineering and will be a prefabricated steel truss superstructure. The T, S & L approved during Phase I will be the basis for the detailed plans prepared under this Phase II contract.

All work will be performed in accordance with the LCFPD standards and guidelines and the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets Manual, where applicable. In addition, all permitting will follow the requirements set forth by the LCSMC, Illinois Environmental Protection Agency (IEPA), Illinois Department of Natural Resources (IDNR) and the United States Army Corps of Engineers (USACOE).

There are at-grade mid-block crossings at Edwards Road and Hunt Club Road. We will continue coordination and any required permitting with the Township and Lake County Division of Transportation (LCDOT) as part of the Phase II Engineering.

### **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. Supplemental Survey**

A design topographic survey was completed during Phase I but there are several areas that require supplemental survey. Jorgensen and Associates will complete the necessary supplemental survey work as a sub-consultant to Civiltech.

### **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. IDOT Kick Off Meeting**

In accordance with IDOT BLRS, we will hold a kick off meeting with the BLRS to review project scope of work, requirements and schedule.

### **G. Wetland and Water Body Delineation Update**

Civiltech conducted a wetland and water body investigation as part of Phase I Engineering with findings presented in the Wetland Delineation Report dated August 2021. Per USACE and LCSMC, a wetland investigation expires after 5 years and 3 years, respectively.

We propose to prepare an updated Wetland and Water Body Delineation Report for all areas within the Project Corridor, including 100 feet around the Project Corridor, in accordance with the Lake County Watershed Development Ordinance (WDO) and the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Midwest Regional Supplement). Delineating both USACE jurisdictional “waters of the U.S.” (WOUS) and Isolated Waters of Lake County (IWLC) will satisfy requirements of the Illinois Interagency Wetlands Policy Act (IWPA) of 1989 for the Illinois Department of Natural Resources (IDNR). Since the Project Corridor includes cultivated lands, we also propose to prepare a Farmed Wetland Determination in accordance with NRCS Farmed Wetland Methodology and LCSMC Farmed Wetland Determination Guidance. The Wetland and Water Body Delineation Report will include findings from our off-site record/document Review and on-site investigation items below.

#### **Off-site Record/Document Review**

The following records/documents will be reviewed prior to conducting the field investigation of the Project Corridor:

- Aerial Photographs;
- U.S. Geological Survey (USGS), Topographic Map;
- U.S. Fish and Wildlife Service (USFWS), National Wetlands Inventory (NWI) Maps;
- Lake County Wetland Inventory Maps;
- Lake County ADID Wetland Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Lake County;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM);
- USGS, Hydrologic Atlas; and
- NRCS Aerials for Farmed Wetland Determinations.

#### **On-Site Investigation**

Civiltech proposes to conduct on-site investigations of all potential wetlands within the Project Corridor, plus an additional 100 feet in accordance with the WDO.

Proposed services include the identification and delineation of wetlands and waters and the determination of USACE High Quality Aquatic Resources (HQAR). Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Waters delineation field activities include the determination of the Ordinary High Water Mark (OHWM) of all identified surface waters. All USACE WOUS jurisdictional wetland and waters as well as IWLC wetlands and waters within the Project Corridor will be flagged for regulatory verifications and their boundaries will be recorded using a Global Positioning System (GPS) unit with sub-meter accuracy.

It is assumed that all federal and state listed, threatened and endangered (T&E) species consultations will be coordinated and obtained through biological clearances from IDOT for use in Phase II permitting. Therefore, no T&E species consultations or coordination, no tree surveys, no habitat surveys, and no species surveys are included in our scope of services.

### **Wetland and Water Body Delineation Report**

A Wetland and Water Body Delineation Report will be prepared and provided to the LCFPD as a PDF, and available for USACE permitting. Delineated limits of the wetlands and water bodies will also be provided to the LCFPD as shapefiles, AutoCAD files, and MicroStation files as requested. Specific items that may be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the Project Corridor;
- Aerial photography depicting the appropriate limits of the delineated wetlands;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and the data points;
- Written description of wetland functional classification;
- Methodologies,
- Permitting summary; and
- Mitigation requirements and options, if appropriate.

### **Preliminary Regulatory Coordination**

Civiltech will coordinate with LCSMC for the Preliminary Jurisdictional Determination (PJD) and Boundary Verification (BV). The issued PJD and BV will be included in the report. A final Wetland Delineation Report in Adobe PDF format file will be prepared and available for review and distribution.

### **H. Preliminary Environmental Site Assessment (PESA) Update**

Civiltech will prepare an update to the May 28, 2025, Huff & Huff, Inc. (H&H) Preliminary Environmental Site Assessment (PESA) Report, which was prepared as part of Phase I Engineering.

Civiltech will conduct a PESA for the Project Corridor; the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation
- (IDOT) Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13;
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste
- Procedures. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris (CCDD) Fill Operations and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

### **Historical Research**

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

### **Site Evaluation**

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

### **Records Review**

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

### **Report Preparation**

A PESA Report summarizing the findings of the evaluation will be prepared. The following information will be included in this report:

- a. The Project Corridor and description;
- b. Historical uses of corridor;
- c. The area geology and hydrology;
- d. The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs;
- e. An analysis of the Project Corridor inspection;
- f. A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

## **I. Preliminary Site Investigation (PSI)**

Working closely with Civiltech, True North Consultants, Inc. (TN) will be retained by Civiltech to complete the Preliminary Site Investigation (PSI) of the Project Corridor. This PSI will be based on findings presented in the PESA. TN's proposal is included as an attachment.

## **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. Drainage Calculations, Floodplain Evaluation and Hydraulic Report**

The original analysis and design work completed with the Phase 1 included the preparation of a hydraulic report to analyze the North Mill Creek floodplain with respect to the proposed pedestrian bridge crossing as well as the proposed path that will be installed parallel and partially within the floodplain. 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 regulatory hydraulic model for North Mill Creek 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. The updated Hydraulic Report will include a narrative, exhibits, and the existing and proposed condition hydraulic analysis, as well as floodplain cut/fill calculations that will be required for the project floodplain permitting.

Calculations for the proposed drainage systems, ditches, swales and culverts, 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).

### C. 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
- General Notes and List of State/ Local Standards
- Summary of Quantities
- Typical Sections
- Alignment and Benchmarks - 1"=100'
- Plan and Profile (1"=20') - North of IL Route 173
- Plan and Profile (1"=20') - South of IL Route 173
- Construction Staging, Notes and Typical Sections
- Landscaping and Erosion Control Notes
- Landscaping and Erosion Control - North of IL Route 173 (1"=50' - dual pane)
- Landscaping and Erosion Control - South of IL Route 173 (1"=50' - dual pane)
- Pedestrian Bridge - General Plan and Elevation
- Pedestrian Bridge - General Data
- Pedestrian Bridge – Abutment Details
- Pedestrian Bridge – Structural Details
- Retaining Wall – General Plan and Elevation
- Retaining Wall – Structural Details
- Boardwalk - General Plan and Elevation #1
- Boardwalk - General Plan and Elevation #2
- Boardwalk - General Plan and Elevation #3
- Boardwalk - General Plan and Elevation #4
- Boardwalk Details
- Structural Soil Boring Logs
- Rectangular Rapid Flashing Beacon Plan and Details
- 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.

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.

### D. 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.

### E. 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.

## **F. 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.

## **G. 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.

## **H. 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.

# **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 CADD 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. 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.

# **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 regarding 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, USACE, and IDNR Permitting and Documentation**

This project will require permit submittals to LCSMC in compliance with the WDO and to the USACE for compliance with Sections 404 and 401 of the Clean Water Act. This includes LCSMC IWLC and USACE WOUS submittals for and any proposed wetland and water body impacts. For Lake County permitting, this project will require buffer delineations, impact analysis, and functional replacement planning for all IWLC and WOUS jurisdictional wetlands and water bodies. In addition, an 80/150 wetland hydrologic analysis will be completed for each impacted isolated wetland under LCSMC jurisdiction.

It is anticipated that the project will fall under the USACE 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 LCSMC will be submitted. We will prepare and submit the permit applications to LCSMC and USACE along with the required back-up documentation.

## **E. LCDOT Permitting**

The trail will cross Hunt Club Road to reach the Pine Dunes preserve. Hunt Club Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT). Coordination and permitting will be required to construct the crossing and the Rectangular Rapid Flashing Beacons (R.R.F.B.). Coordination has occurred during Phase I, and we will finalize the permitting during Phase II engineering.

## **F. Newport Township Coordination**

We will continue the coordination with Newport Township regarding the crossing of Edwards Road that was initiated during Phase I, and obtain the necessary approvals.

## **G. 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.

## **H. Bidding Assistance**

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

## **I. 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	Chief Structural Engineer	Structural Engineer	Director of Water Resources	Water Resources Engineer	NbS Director	Environmental Scientist III	Ecological Engineer I	QA/QC Engineer			
	\$90.00	\$61.00	\$49.00	\$39.00	\$90.00	\$51.50	\$90.00	\$41.50	\$80.00	\$46.25	\$36.00	\$80.00			
1 Data Collection and Early Coordination	4	8	21	13	1	2	1	4	32	98	220	0	404	14.1%	\$17,845.50
2 Preliminary and Pre-Final (95%) Engineering	65	213	425	552	87	254	8	80	0	0	0	42	1726	60.3%	\$89,507.00
3 Final (100%) Plans, Special Provisions and Estimates	19	54	85	96	20	48	0	0	0	0	0	13	335	11.7%	\$18,225.00
4 Project Administration, Coordination and Permits	8	77	80	48	0	0	10	84	20	32	40	0	399	13.9%	\$20,115.00
<b>Total Labor Cost</b>	<b>96</b>	<b>352</b>	<b>611</b>	<b>709</b>	<b>108</b>	<b>304</b>	<b>19</b>	<b>168</b>	<b>52</b>	<b>130</b>	<b>260</b>	<b>55</b>	<b>2864</b>	<b>100.0%</b>	<b>\$145,692.50</b>
OH and Profit Multiplier (2.70)															\$393,369.75
Direct Costs and Sub Consultant Expense (See attached calculation)															\$31,250.14
													<b>Total Engineering Cost:</b>		<b>\$424,619.89</b>

## WORKHOURS

Task No.	Task	Personnel & Hours												Total Hours	% of Hours		
		Director of Design Services	Project Manager	Engineer V	Engineer III	Chief Structural Engineer	Structural Engineer	Director of Water Resources	Water Resources Engineer	NbS Director	Environmental Scientist III	Ecological Engineer I	QA/QC Engineer				
1	<b>Data Collection and Early Coordination</b>																
	A. Design Kick Off Meeting with LCFFD	2	2	4					2	2	1	2				15	3.7%
	B. Obtain and Review Updated Record Data	2	2	2	2	1	2	1	2	2						14	3.5%
	C. Preliminary Utility Coordination		1		3											4	1.0%
	D. Supplemental Survey (by Jorgensen and Associates - Coord. Only)		1	3												4	1.0%
	E. Field Review of Survey			8	8											16	4.0%
	F. IDOT Kick Off Meeting	2	2	4												8	2.0%
	G. Wetland and Water Body Delineation Update																
	1. Off-site Records/Document Review									2	1	8				11	2.7%
	2. On-site Investigation									4	80	80				164	40.6%
	3. Wetland and Water Body Delineation Report									4	8	60				72	17.8%
	4. Preliminary Regulatory Coordination									4	8	4				16	4.0%
	H. Preliminary Environmental Site Assessment (PESA) Update																
	1. Historical Research									1		6				7	1.7%
	2. Site Evaluation											16				16	4.0%
	3. Records Review									1		12				13	3.2%
	4. Report Preparation									2		32				34	8.4%
	I. Preliminary Site Investigation (PSI) By True North - Coord. Only									10						10	2.5%
	<b>Sub-total Task No. 1</b>	<b>4</b>	<b>8</b>	<b>21</b>	<b>13</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>32</b>	<b>98</b>	<b>220</b>	<b>0</b>		<b>404</b>	<b>100.0%</b>	
2	<b>Preliminary and Pre-Final (95%) Engineering</b>																
	A. Plan Base Sheet Preparation		2	4	24											30	1.7%
	B. Drainage and Floodplain Calculations and Hydraulic Report							8	80							88	5.1%
	C. Plan preparation															0	0.0%
	Cover Sheet and Index of Sheets			1	2											3	0.2%
	General Notes and List of State/Local Standards		1	2	2											5	0.3%
	Summary of Quantities		3	8	12											22	1.3%
	Typical Sections		1	4	12											17	1.0%
	Alignment and Benchmarks - 1"=100'		2	8	16											26	1.5%
	Plan and Profile (1"=20') - North of 173	21	24	80	180											444	25.7%
	Plan and Profile (1"=20') - South of 173	11	16	40	80											236	13.7%
	Construction Staging, Notes and Typical Sections	1	2	8	16	24										50	2.9%
	Landscaping and Erosion Control Notes	1	4	8	16											28	1.6%
	Landscaping and Erosion Control - North Trail (1"=50' - dual pane)	6	8	24	40	60										132	7.6%
	Landscaping and Erosion Control - South Trail (1"=50' - dual pane)	3	4	12	16	40										72	4.2%
	Pedestrian Bridge - General Plan and Elevation	1				2	16									18	1.0%
	Pedestrian Bridge - Abutment Details	1				16	40									56	3.2%
	Pedestrian Bridge - Structural Details	1				16	24									40	2.3%
	Retaining Wall - General Plan and Elevation	1				2	24									26	1.5%
	Retaining Wall - Structural Details	2				16	24									40	2.3%
	Boardwalk - General Plan and Elevation #1	1				4	24									28	1.6%
	Boardwalk - General Plan and Elevation #2	1				4	16									20	1.2%
	Boardwalk - General Plan and Elevation #3	1				4	16									20	1.2%
	Boardwalk - General Plan and Elevation #4	1				4	16									20	1.2%
	Boardwalk Details	2				16	40									56	3.2%
	Structural Soil Boring Logs	2				1	2									3	0.2%
	Rectangular Rapid Flashing Beacon Plan and Details	2														22	1.3%
	Construction Details	5														26	1.5%
	D. Special Provisions		4	24	16											44	2.5%
	E. Quantity Calculations				24	2	12									62	3.6%
	F. Estimate of Construction Cost and Time		1	3	4									2		10	0.6%
	G. Design Review Meetings		6	6	6											18	1.0%
	H. QC/QA				12										40	64	3.7%
	<b>Sub-total Item 2</b>	<b>65</b>	<b>213</b>	<b>425</b>	<b>552</b>	<b>87</b>	<b>254</b>	<b>8</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>		<b>1726</b>	<b>100.0%</b>	

## WORKHOURS (EXTENDED)

Task No.	Task	Personnel & Hours											Total Hours	% of Hours				
		Director of Design Services	Project Manager	Engineer V	Engineer III	Chief Structural Engineer	Structural Engineer	Director of Water Resources	Water Resources Engineer	NbS Director	Environmental Scientist III	Ecological Engineer I			QA/QC Engineer			
3	<b>Final (100%) Plans, Special Provisions and Estimates</b>																	
	A. Final Plans	16	40	60	80	20	40										256	76.4%
	B. Final Special Provisions	2	12	8													22	6.6%
	C. Final Quantity Calculations			16	16		8										40	11.9%
	D. Final Estimate of Cost and Construction Time	1	2	1									1				5	1.5%
	E. Final QC/QA Review												12				12	3.6%
	<b>Sub-total Item 3</b>	<b>19</b>	<b>54</b>	<b>85</b>	<b>96</b>	<b>20</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>			<b>335</b>	<b>100.0%</b>	
4	<b>Project Administration, Coordination and Permits</b>																	
	A. Project Administration, Meetings and Coordination	8	24	24													56	14.0%
	B. Project Submittals	6	12	12													30	7.5%
	C. Utility Coordination	8	16	16													40	10.0%
	D1. LCSMC WDO Permitting	8						8	60	8	16	24				124	31.1%	
	D2. USACOE Permitting	8						2	24	12	16	16				78	19.5%	
	E. LCDOT Permitting	12	16	8												36	9.0%	
	F. Newport Township Coordination	4	4	4												12	3.0%	
	G. NPDES Permitting and Documentation		4	4	8											12	3.0%	
	H. Bidding Assistance	4	4													8	2.0%	
	I. Pre-Construction Meeting Attendance		3													3	0.8%	
	<b>Sub-total Item 4</b>	<b>8</b>	<b>77</b>	<b>80</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>84</b>	<b>20</b>	<b>32</b>	<b>40</b>	<b>0</b>			<b>399</b>	<b>100.0%</b>	
	<b>Total Hours:</b>	<b>96</b>	<b>352</b>	<b>611</b>	<b>709</b>	<b>108</b>	<b>304</b>	<b>19</b>	<b>168</b>	<b>52</b>	<b>130</b>	<b>260</b>	<b>55</b>			<b>2864</b>		
	<b>% of Hours:</b>	<b>3.4%</b>	<b>12.3%</b>	<b>21.3%</b>	<b>24.8%</b>	<b>3.8%</b>	<b>10.6%</b>	<b>0.7%</b>	<b>5.9%</b>	<b>1.8%</b>	<b>4.5%</b>	<b>9.1%</b>	<b>1.9%</b>			<b>100.0%</b>		

## DIRECT COSTS

DIRECT COSTS	
<b>Vehicle Mileage Allowance</b>	
	\$500.00
<b>Printing Allowance</b>	
	\$500.00
<b>Preliminary Site Investigation</b>	
True North	
	\$14,300.00
<b>Surveying</b>	
Jorgensen and Associates	
	\$15,950.14
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$31,250.14</b>



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

*Est. 1990*

January 20, 2026

Mr. Jonathan R. Vana, P.E.  
President  
Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

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

Dear Mr. Vana:

Enclosed please find our proposal to prepare a supplemental topographic survey for the referenced project. Our proposal is based on your email of January 19<sup>th</sup>.

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

Respectfully submitted,  
Jorgensen & Associates, Inc.

A handwritten signature in black ink that reads "Kirk J. Ruter".

Kirk J. Ruter, P.L.S.

KJR/pt

Enclosures

E:\Civiltech\LCFPD\Millennium Trail\Supplemental\Letter

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

**Exhibit “A”**

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.96%
State Unemployment Compensation _____	0.32%
Federal Unemployment Compensation _____	0.13%
Workmen's Compensation Insurance _____	1.35%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	11.22%
Bonus _____	4.12%
401(K) _____	0.88%
Group Insurance _____	<u>42.24%</u>
Total Payroll Burden & Fringe Costs	72.22%

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

**Exhibit "B"**

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.26%
Depreciation _____	4.22%
Indirect wages and salaries _____	43.10%
Office Expenses _____	1.18%
Office Supplies _____	2.59%
Dues & Subscriptions _____	0.54%
Computer Software _____	4.32%
Professional Fees _____	1.57%
Telephone _____	2.77%
Fees, license & dues _____	0.05%
Repairs and maintenance _____	2.30%
Business space rent _____	4.74%
Facilities - capital _____	0.33%
In-house mileage _____	-5.71%
Survey Supplies _____	0.80%
Automobile/travel expense _____	7.16%
Miscellaneous Expense _____	0.54%
State Income Tax _____	0.39%
Recruiting _____	1.05%
Postage _____	0.10%
Educational & Professional Registrations _____	0.26%
Tech _____	<u>1.66%</u>
 Total Overhead	 78.22%

**PAYROLL ESCALATION TABLE  
 FIXED RAISES**

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

DATE 01/20/26  
 PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
 START DATE 1/20/2026  
 RAISE DATE 6/1/2026

OVERHEAD RATE 150.44%  
 COMPLEXITY FACTOR \_\_\_\_\_  
 % OF RAISE 0.00%

**ESCALATION PER YEAR**

1/20/2026 - 6/1/2026

6/2/2026 - 2/1/2027

4  
 12

8  
 12

= 33.33%  
 = 1.0000

66.67%

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

0.00%







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

**Manhour Breakdown  
 Topographic Survey Estimate**

Millennium Trail     ± 2,225' = ± 0.421 miles  
 Total Length         ± 2,225' = ± 0.421 miles

1. Field – Topographic Survey

a. Measure traverse and level circuit		
8 hours x 2 men =		16 MH
b. Locate existing topography		
56 hours x 2 men =		112 MH
c. Stake reference points		
8 hours x 2 men =		<u>16 MH</u>
	Sub-total Item #1	144 MH

2. Office - Compile Field Data

a. Compute traverse and level circuit		
4 hours x 1 man =		4 MH
b. Compute stake out data		
4 hours x 1 man =		4 MH
c. Edit & compile field data		
8 hours x 1 man =		<u>8 MH</u>
	Sub-total Item #2	16 MH

3. Office - Create Existing Topography Base File

a. Layout and drafting		
24 hours x 1 man =		24 MH

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

a. Compute contours

4 hours x 1 man =

4 MH

5. QC/QA

a. Check topographic survey & contours

4 hours x 1 man =

4 MH

Total All Items

192 MH

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

**Breakdown of  
In House Direct Costs**

Item

1. Field - Topographic Survey

- a. Trips to project site - 9 each  
± 20 miles/trip x 9 trips = ± 180 miles  
± 180 miles @ \$0.70/mile = \$ 126.00



January 22, 2026

Barry Stuedemann, P.E., SPWS  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

**RE: Proposal - Preliminary Site Investigation/CCDD Evaluation  
Millennium Trail Project  
Ethel Woods to Pine Dunes Forest Preserve  
Antioch, Illinois  
TNC Proposal #P126-081**

Dear Mr. Stuedemann,

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Preliminary Site Investigation (PSI) for the Millennium Trail Project in Antioch, Illinois (the Site). The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## **BACKGROUND**

On January 19, Civiltech Engineering, Inc. (Client) requested that True North provide a proposal to review a PESA update (to be completed by Civiltech) and PSI/CCDD evaluation for the above referenced project which includes the establishment of a pedestrian/bicycle pathway at two distinct locations: a one mile and a two mile stretch of undeveloped land. A previous PESA was prepared by Huff & Huff/GZA in May 2025. The PESA identified four potentially impacted properties (PIPs) during the assessment. True North shall review Civiltech's PESA update to determine if the previously identified PIPs remain and the following proposed PSI scope requires adjustment to adequately assess the identified PIPs. The project limits for the assessment area are reflected within Exhibit 5-1 provided by the Client. The adjoining properties are primarily undeveloped and forest preserve uses in the vicinity of the project area. This assessment would be performed to provide a screening of available information and subsurface conditions to determine the environmental status of the Site and project area.

## **SCOPE OF SERVICES**

### ***Task 1: Preliminary Environmental Site Assessment Review***

True North will review and provide comments on Civiltech's updated PESA report, to determine if the previously identified PIPs remain, if additional PIPs are identified, and if the following proposed PSI scope requires adjustment to adequately assess the identified PIPs.

### ***Task 2: Preliminary Site Investigation***

True North has prepared a preliminary scope of work for the Preliminary Site Investigation based upon the current understanding of the Site and surrounding properties. All Site soil characterization activities will be performed by True North personnel in general conformance with standards and protocols set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, "Tiered Approach

to Corrective Action Objectives (TACO)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-19 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards, 35 IAC 1100, “Clean Construction or Demolition Debris Fill Operations (CCDD),” IDOT’s Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures, IDOT’s Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, and IDOT’s BDE manual.

True North shall perform hand auger borings, weather and ground-condition dependent, for sample collection at predetermined locations based on the findings of Civiltech’s completed PESA update and project scope. True North will be responsible for calling JULIE for public utility locates prior to drilling activities. Up to fifteen borings within the proposed project area will be advanced to depths of approximately 5 feet below grade based on True North’s understanding of the project. The soil borings will be completed at representative, accessible locations and depths within the proposed project area based on the updated PESA findings, subsurface conditions, and proposed improvements. It is assumed that representative areas are accessible for completion of soil borings and access to the assessment are shall be coordinated by others.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liquinox solution and a distilled water rinse.

The final boring locations will be chosen based upon a review of Civiltech’s updated PESA findings, the development project scope of work, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA will be utilized for the PIP evaluation per CCDD regulatory requirements.

Based on the typical requirements of CCDD facilities and pending the completion of an updated PESA if necessary, samples will be collected for a combination of Volatile Organic Compounds (VOCs), Benzene, Ethylbenzene, Toluene, Total Xylenes (BETX), Polynuclear Aromatic Hydrocarbons (PNAs), Pesticides, RCRA Metals, and/or pH. The following table summarizes the PSI and CCDD characterization analytical parameters and the maximum number of samples included in the project costs:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Maximum Proposed Number of Samples
Volatile Organic Compounds (VOCs)/Benzene, Ethylbenzene, Toluene, Total Xylenes (BETX)	5035/8260	Soil	2/2
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil	4
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil	8

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Maximum Proposed Number of Samples
Toxicity Characteristic Leachate Procedure (TCLP) Metals (if necessary)	1311/6010	Soil	6
pH	9045C	Soil	15

True North shall compile all field screening data and laboratory results in a Preliminary Site Investigation report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. Additionally, True North will prepare and execute an Illinois Environmental Protection Agency LPC #663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The PSI report and CCDD certification shall depict areas that cannot be certified based on the analytical data and/or field screening observations gathered during assessment activities. True North shall include the IDOT 669.05 Regulated Substance classification designations for identified soils and provide GPS coordinates of all sample locations.

### PROJECT COSTS

True North proposes to complete the stated scope of work in accordance with the attached General Terms & Conditions. Project Costs are included in the provided **Attachment A**. The estimated cost includes all professional labor, travel, materials, supplies, equipment, laboratory analytical fees and expenses as specified above.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

### SCHEDULE

True North can proceed with the above scope of work immediately upon receipt of authorization to proceed.

True North can commence the PSI process upon completion of the updated PESA and will schedule field work based on site/ground conditions. True North has assumed up to three days of field work to complete sampling activities. Laboratory analytical results will be available within seven business days of completing field sampling activities unless expedited for an analytical surcharge upon request from the client. True North will provide the PSI report along with the LPC #663 certification, if applicable, within three weeks of receiving all laboratory analytical data.

### LIMITATIONS & QUALIFICATIONS

- It is assumed for purposes of this estimate that access to the Site is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations or accessibility.

- True North has not included private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.
- The provided drilling costs are based on prevailing wage rates. It has been assumed that a union entity is not required to perform the drilling work. The provided costs do not include traffic control which does not appear necessary based on the nature of the Site. In the event traffic control is required, an additional cost would apply.
- True North shall provide GPS coordinates of sampling points and provide this data to the Client for inclusion on plan drawings of Regulated Substance areas. The Client shall be responsible for identifying stations associated with these locations.
- True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal. The Client or others shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.
- The scope of work does not include waste characterization analyses and/or waste profiling beyond the identified testing and reporting. The analytical does not include a determination for characteristic hazardous wastes which may be required for obtaining landfill acceptance for disposal at a non-CCDD facility (i.e. Subtitle D non-hazardous waste landfill).
- The Client will provide True North with existing utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.
- This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.
- This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.
- The results reported and any opinions reached by True North are for the benefit of the Client and unless agreed to by True North in writing, are not to be disclosed to or relied upon by any other party. The results and opinions set forth by True North shall be valid from the date of the final report for a timeframe limited to that specified in the standard.
- This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental assessment consulting services. If you have any questions, please contact me at 630.717.2880.

Sincerely,

**TRUE NORTH CONSULTANTS**

A handwritten signature in black ink, appearing to read "Ryan LaDieu".

Ryan LaDieu, P.E.

President

Attachments: Project Costs and Authorization  
General Terms & Conditions



True North Consultants, Inc.  
1000 East Warrenville Road, Suite 140  
Naperville IL 60563  
(630) 717-2880  
[rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com)

# QUOTATION

<b>Proposal Date:</b>	1/22/2026
<b>Proposal #:</b>	P126-081

*Trusted Partner. Leading Environmental Solutions.*

## Client

Civiltech Engineering, Inc.  
David Kreeger, P.E.  
Two Pierce Place  
Itasca, Illinois 60143

## Project

Preliminary Site Investigation - Millennium Trail  
Millennium Trail Project  
Ethel Woods to Pine Dunes Forest Preserve  
Antioch, Illinois 60002

Description	Quantity	Units	Rate	Amount
Preliminary Site Investigation & CCDD Assessment		Project		\$14,300.00
			<b>Subtotal</b>	\$14,300.00
			<b>Total</b>	<b>\$14,300.00</b>

## Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

**Thank You For Your Business!**

## GENERAL TERMS & CONDITIONS OF SERVICES

### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named below ("Client"). Client's acceptance of this Agreement is indicated and acknowledged by the signature of its authorized representative below and on the attached Proposal or Quotation. Any additional terms and conditions proposed by Client are objected to and will not be binding upon True North unless specifically assented to in writing by True North's authorized representative. The Consulting Services provided under this Agreement are not of a legal nature, and True North shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or True North. In the event of a conflict between these Terms and the Proposal or Quotation, these Terms will prevail unless otherwise agreed to by the parties in writing.

### 2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
- 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
- 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
- 2.2.3 The foregoing remedy shall not be available unless Client provides written notice to True North of such breach within seven (7) days of knowledge of same.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nothing in this Section 3 shall require that subcontractor services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed to Client in addition to True North's fee schedules set forth in the Agreement.

### 4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of the Agreement unless so specified in True North's Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Proposal.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on site information available to True North. True North is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

## 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice. Client's payment obligations herein shall not be conditioned on receipt of funds from any third party, including but not limited to insurance carriers, nor assigned to any other party without prior written consent of True North.

## 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services ("Instruments of Service") and shall remain the sole property of True North until Client has made full payment therefore to True North. The Consulting Services provided by True North are solely for Client's use for the Project and site. Any Instruments of Service prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss (including costs of defense) allegedly arising from any third-party reliance on True North's Instruments of Service without True North's specific authorization to do so.
- 6.2 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
- 6.3 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to Client's Authorized Third-Parties as required in the execution of the Project.
- 6.4 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

## 7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Pollution Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

## 8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and fails to prove such claim, then Client agrees to pay all attorney's fees and other costs incurred by True North in defense of such claim.
- 8.2 Mutual Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control. True North shall indemnify, defend and hold harmless Client and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the

performance of Consulting Services under the Agreement and attributable to: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control.

## 9.0 CHANGE ORDERS

9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

## 10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site(s) where Consulting Services will be performed. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

## 11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around or concealed at any structure.

## 12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding this Agreement, True North's Consulting Services or any Instruments of Service, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## 13.0 RCRA/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## 14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

## 15.0 TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

**16.0 DISPUTE RESOLUTION; CHOICE OF FORUM**

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the Consulting Services provided by True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

**17.0 MISCELLANEOUS**

- 17.1 **Governing Law:** These Terms and all matters arising out of, or related to, the Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 17.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 17.3 **Entire Agreement:** The terms contained in the attached Proposal and these Terms comprise the entire Agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 17.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.
- 17.7 **Notice:** All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client.

**IN WITNESS WHEREOF**, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

**AGREED TO AND ACCEPTED BY:**

**CLIENT:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**END OF TERMS AND CONDITIONS**  
REVISED: April 2024

**ATTACHMENT C - KEY PERSONNEL**

1. OWNER’S PROJECT TEAM:

Pursuant to Section 1.8 of the Contract, the Owner hereby designates the following individual as the Owner’s Representative for the Project:

NAME: Greg Walenter  
TITLE: Preserve Planner II  
PHONE: 847-968-3274 (office); 847-489-6188 (mobile)  
EMAIL: gwalenter@lcfpd.org  
ROLE: Project Manager. Serves as the Owner’s primary point of contact.

The following Owner personnel are identified for purposes of project oversight, coordination, and continuity of operations:

NAME: Michael Haug  
TITLE: Planning Manager  
PHONE: 847-968-3424 (office); 847-489-6178 (mobile)  
EMAIL: mhaug@lcfpd.org  
ROLE: Provides supervisory oversight of the Owner’s Representative and participates in project coordination and review. In the event of the temporary absence or unavailability of the Owner’s Representative, may act as an interim point of contact for the Consultant.

NAME: Kevin Kleinjan  
TITLE: Director of Planning  
PHONE: 847-968-3429 (office); 224-688-9049 (mobile)  
EMAIL: kkleinjan@lcfpd.org  
ROLE: Provides department level oversight and guidance for the Project. In the event of the temporary absence or unavailability of the Owner’s Representative and Planning Manager, may act as an interim point of contact for the Consultant.

2. CONSULTANT’S PROJECT TEAM:

Pursuant to Section 1.7 of the Contract, the Consultant hereby designates the following individuals as the Consultant’s Representatives for the Project:

NAME: Nathan Murphy  
TITLE: Project Manager  
PHONE: 630-7355-3377 (office)  
EMAIL: nmurphy@civiltech.com  
ROLE: Project Manager. Serves as the Consultant’s primary point of contact.

The following Consultant’s personnel are identified for purposes of project oversight, coordination, and continuity of operations:

PHASE II ENGINEERING SERVICES  
MILLENNIUM TRAIL – ETHEL’S WOODS TO PINE DUNES  
PROJECT NO: 63923

NAME: Jonathon Vana  
TITLE: Director of Design Services  
PHONE: 630-735-3328 (office)  
EMAIL: [jvana@civiltech.com](mailto:jvana@civiltech.com)  
ROLE:

NAME: James Ewers  
TITLE: Director of Construction Engineering Services  
PHONE: 630-773-3900 (office)  
EMAIL: [jewers@civiltech.com](mailto:jewers@civiltech.com)  
ROLE:

**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**