Item #3:
Proposal From GHA For Three Lakes Drive Stormwater

01/05/17

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

January 4, 2017

Mr. David Lothspeich
Village Manager
Village of Long Grove
3110 Old McHenry Road
Long Grove, Illinois 60047

Re: Village of Long Grove
Three Lakes Drive Drainage Proposal
GHA Proposal #2017.M014

Dear Mr. Lothspeich:

Gewalt Hamilton Associates, Inc. (GHA) appreciates the opportunity to submit this proposal to the Village of Long Grove. This proposal includes services to complete the design of the drainage improvements on Three Lakes Drive, at the road-crossing culvert approximately 400-feet north of Robert Parker Coffin Road.

This road-crossing culvert has been extensively studied over the last decade and is in poor condition due to accumulated sediment. The purpose of this project is to restore drainage from the pond west of Three Lakes Drive to the pond east of Three Lakes Drive. As you know, the poor drainage has caused the Village to expend funds on several occasions to mechanically pump water from the west pond, over the road to avoid the possibility of damage to residences or commercial properties.

If our proposal is acceptable, please sign and return one copy to our office. If you should have any questions or if we can be of any additional assistance, please feel free to contact me. We look forward to assisting you with this project.

Sincerely,
Gewalt Hamilton Associates, Inc.

Geoffrey L. Perry, P.E.
Assistant Village Engineer
gperry@gha-engineers.com

cc (via email): Mr. Michael T. Shrake, P.E., Village Engineer – GHA

Agreement for Professional Services
Three Lakes Drive Drainage Improvements

Long Grove, Illinois
GHA Proposal No. 2017.M014

The Village of Long Grove *(Client)*, having an office at 3110 Old McHenry Road, Long Grove, IL, and Gewalt Hamilton Associates, Inc., *(GHA)*, having an office at 625 Forest Edge Drive, Vernon Hills, IL, agree and contract as follows:

I. Project Understanding

GHA proposes to conduct a field topographic survey and complete the engineering design of drainage improvements to restore drainage from the pond on the west side of Three Lakes Drive to the pond on the east side of Three Lakes Drive. Accumulated settlement in the ponds has filled the road-crossing culvert approximately 400-feet north of Robert Parker Coffin Road, and the culvert no longer conveys drainage as was initially designed.

The design will include riser extensions attached to the ends of the existing culvert. The top of the risers will be placed above the sediment and below the water elevation, so nothing will be observed from the roadway. The riser will prohibit sediment from entering the culvert and allow for the passage of runoff from west to east. The water levels in both ponds will remain equal, under hydraulic and elevation head conditions. This scope is generally outlined in the study from Integrated Lakes Management, Inc. (ILM) dated July 24, 2013.

The Village of Long Grove has been been recommended to receive a Stormwater Infrastructure Repair Fund (SIRF) Grant for this project. This grant is in the amount of $39,359, which is half of the anticipated costs of this project. We anticipate the SIRF Grant will be formally awarded in January and executed in February.

II. Scope of Services

Topographic & Boundary Survey

GHA will prepare a topographic survey for the proposed project area. All surveying will be done in accordance with IDOT standards, as described below.

The topographic survey limits will include the area of the existing culvert under Three Lakes Drive including approximately 25' in each direction of the culvert. As the pipe is within the Village right-of-way, we will complete the design based on property lines shown from the best information available; it will be shown as approximate. If work outside the right-of-way or easements are needed, we will inform the Village.

Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

Final Engineering, Plan Preparation, & Permitting

GHA will complete final engineering plans showing the proposed riser and dewatering improvements for permitting and bidding. It is anticipated that permit submittals will need to be made to Lake County Stormwater Management Commission and potentially the US Army Corps of Engineers. These ponds are mapped floodplain; therefore, the proposed improvements will not alter the existing 100-Year Base Flood Elevation.

Project Bidding and Recommendation

GHA will prepare the Project Specification Manual and Bid Documents, including traffic control, working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information. We will also attend the Bid Opening, prepare a Bid Tabulation and make a contract award recommendation to the Village Board.

III. Services Not Included

The following services are not included in this agreement: Should additional services be required beyond those outlined in *Section II: Scope of Services* of this Agreement, GHA will request written authorization prior to commencing the work.

1. Drainage analysis of the ponds. GHA completed a preliminary analysis in the Fall 2016.
2. Meetings with public officials, homeowner's, or other agencies; attendance at public hearings; expert witness testimony;
3. Permit fees or review fees;
4. Retaining walls or other design requiring the services of a structural engineer;
5. Preparation and submission of a geotechnical investigation and report, environmental and/or wetland investigations, wetland mitigation and/or preservation, and tree identification (by an arborist);
6. Site lighting/photometrics;
7. Traffic studies, signal design, IDS, and/or traffic planning; and
8. Construction Management Services.

IV. Project Schedule

GHA will commence with this design upon authorization of this proposal by the Village and formal award and execution of the SIRF Grant. We anticipate the SIRF Grant to be awarded in January and executed in February. The field work will likely be completed within 30 days of execution of the SIRF Grant. This schedule will be weather dependent. The design of the improvements will follow the field topography. We anticipate bidding this project in May with construction during the dryer months of July and early August. The construction must be completed by November 30, 2017 in accordance with SIRF Grant policies.

V. Key Personnel

Mr. Geoffrey L. Perry, P.E. will oversee the project. He will be assisted by other professional staff as needed.

VI. Compensation for Services

For the services noted above, GHA proposes billing on a time and material basis in accordance with the Village of Long Grove hourly rates listed below. We propose a Not-to-Exceed labor ceiling of $6,500 for this project.

GHA proposes the following rate schedule for this project:

Principal Engineer	Principal	$160.00
Senior Engineer	CE VI	$150.00
	CE V, CE IV	$136.00
	ET V	$134.00
Professional Engineer	CE III	$124.00
	CE II	$118.00
Professional Land Surveyor	LS IV	$124.00

GIS Professional	GISP I	$108.00
Staff Engineer	CE I	$108.00
Environmental Consultant	EC I	$108.00
Senior Technician	ET IV	$116.00
	LS I, LS II, ET III	$108.00
Engineering Technician II	ET II	$94.00
Engineering Technician I	ET I	$70.00
Administrative	AD I	$58.00

Reimbursable expenses such as printing, messenger service, mileage etc. will be billed directly to the Village of Long Grove without markup. We anticipate these costs to be less than $250.00 for this project.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made. Please see *Attachment A*, which is attached hereto and is incorporated herein, for the General Provision of this Agreement.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A,* which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc

Mr. Geoffrey L. Perry, P.E.
Assistant Village Engineer

Date: _____

Village of Long Grove

Mr. David Lothspeich
Village Manager

Date: _____

Encl: Attachment A

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to $50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.