

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*MILWAUKEE, WISCONSIN*

*26575 W. COMMERCE DRIVE, SUITE 601*

*VOLO, ILLINOIS 60073*

*PHONE (847) 740-0888*

*FAX (847) 740-2888*

*CHICAGO, ILLINOIS*

March 3, 2015

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

Proposal No.: 15-0043 a

Re: Proposal for Route 53 Pathway Connector Study  
Village of Long Grove, Lake County, Illinois

Dear Mr. Lothspeich:

Hey and Associates, Inc. is pleased to provide this proposal to the Village of Long Grove (Village) to investigate the proposed pedestrian pathway that will connect the existing pathway located northeast of Old McHenry Road to the existing pathway located along the east side of Schaefer Road. The results of this study are intended to verify that a feasible pathway routing option exists, highlight permitting and construction constraints and identify opportunities that may exist to route portions of the pathway outside of the Illinois Route 53 right-of-way (ROW). If a viable pathway route is deemed feasible, it is our understanding the Village will proceed with implementing the first phase (Phase A) of the pathway utilizing secured Illinois Department of Commerce & Economic Opportunity grant funding (not part of this scope).

## **SCOPE OF WORK**

The Village has identified that the proposed pathway will cross Route 53 (53) at the existing Old McHenry Road signaled intersection and travel west along the south side of 53 within the ROW with the option of routing through adjacent parcels to the south if feasible. The potential routings described above will constitute the Study Area for the purposes of this proposal. We propose the following scope of work:

1. Attend a kick-off meeting with Village (already completed)
2. Perform a site reconnaissance.
3. Recover and review available data including:
  - a. Existing contours (Lake County 1-foot topography)
  - b. FEMA and Lake County floodplain mapping
  - c. Parcel information (Lake County GIS data)
  - d. Plats of Survey (from Lake County Recorder of Deeds)
  - e. Additional Village and IDOT provided data

4. Perform a wetland investigation, report and jurisdictional determination. During this task we will:
  - a. Perform a wetland delineation applying the procedures detailed in the 1987 U. S. Corps of Engineers' (USACE) wetland delineation manual and the 2012 Regional Supplement: Midwest Region.
  - b. Identify and flag wetland boundaries within the Study Area, which will be surveyed as described in the topographic survey task below.
  - c. Prepare a full wetland report in accordance with the Lake County Watershed Development Ordinance (WDO) and USACE requirements. The overall report can be used for separate permit applications if the pathway is constructed in separate phases.
  - d. Provide three (3) hard copies and one (1) electronic (PDF) copy of the wetland delineation report.
  - e. Prepare and submit correspondence to the USACE or Lake County Stormwater Management Commission (LCSMC) for a preliminary wetland determination as required in the WDO. This will occur after our wetland field investigation is completed and prior to wetland permitting and is needed to determine what wetland permits may be required for further pathway construction.

Note: The USACE does not have a time frame to respond, does not charge a review fee, and the letter is typically valid for five years. LCSMC typically responds in less than 30 days, does charge a fee (minimum of \$720), and their letter is valid for only three years. We can discuss with you which is the preferred option to get the determination letter based on your projected timeframe and other project considerations.

5. Prepare an existing conditions topographic survey within portions of the Study Area that will identify the ROW limits and be the basis for further design. The survey will establish horizontal and vertical control, locate natural features and manmade improvements within the project area including:
  - a. ROW lines south of 53 and at the intersection of Old McHenry Road
  - b. Benchmarks at regular intervals within the ROW
  - c. Contours at one foot intervals within the ROW
  - d. Trees and significant landscape areas within and 5-feet beyond the ROW
  - e. Wetland and other vegetative boundaries identified and marked in the field
  - f. Readily identifiable above and below ground power and communication utilities within the ROW
  - g. Water, gas and other identifiable utility features within the ROW
  - h. Curbs, walks, drives, lights, signals and other physical conditions within the ROW
  - i. Additional points south of ROW as needed to verify existing Lake County 1-foot topography and provided supplemental information pertinent to the Study

Note: Preliminary correspondence with Illinois Department of Transportation (IDOT) personnel confirmed that cross-sections from south edge of pavement (with periodic centerline points) through the ROW will be necessary at 50-foot intervals for future plan production and permit submittal requirements to IDOT.

6. Identify potential pathway routing options (up to three (3)) within and south of the ROW. Large stands of trees and other vegetation south of the ROW (not already surveyed) within the Study Area will be visually assessed and noted where they may affect routing or need further detailed surveying for future pathway construction. The topographic survey described above will be suitable for future permitting and construction documentation within the ROW, but may need to be supplemented for alternate routing south of the ROW (not part of this scope).
7. Prepare summary report including routing options, anticipated permit requirements, opportunities and constraints, and concept level cost opinions.
8. Meet with Village to present summary.

**ASSUMPTIONS**

1. Final Design/Contract Documents are not included and would be by separate proposal.
2. Detailed soil borings have not been included in this scope. If the Village desires to include full detailed soil boring for the entire pathway Study Area, we would suggest performing two (2) twenty-five (25) foot mechanical borings at the stream crossing for bridge abutments and up to eight (8) five (5) foot hand borings throughout the remainder of the Study Area.

**FEEES**

The following services will be performed on a lump sum basis according to our standard terms and conditions (attached):

<b>SERVICE</b>		<b>Cost</b>
<b>Task 1</b>	<b>Attend kick-off meeting (already completed)</b>	\$0
<b>Task 2</b>	<b>Perform site reconnaissance</b>	\$500
<b>Task 3</b>	<b>Recover and review data</b>	\$1,500
<b>Task 4</b>	<b>Construction Phase Services</b>	\$2,900
<b>Task 5</b>	<b>Perform topographic survey</b>	\$8,000
<b>Task 6</b>	<b>Identify pathway routing options</b>	\$2,500
<b>Task 7</b>	<b>Prepare summary report with permitting requirements</b>	\$3,500
<b>Task 8</b>	<b>Meet with Village to present summary report</b>	\$350
<b>TOTAL</b>		<b>\$19,250</b>
Optional soil borings budgeted at an additional \$5,000		

Reimbursable expenses are in addition to the lump sum fees summarized above and are estimated at \$250 and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees,

Mr. David Lothspeich  
15-0043 a  
Route 53 Pathway Connector Study  
March 3, 2015  
Page 4

equipment and supply costs related to the execution of the project. This proposal does not include a full wetland delineation report, surveying of wetland flags or wetland permit applications. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to us. Should you have any questions, please contact the project manager, Kevin Kleinjan, at our Volo office.

\_\_\_\_\_  
Hey and Associates, Inc.

\_\_\_\_\_  
Village of Long Grove

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please return the fully executed proposal in the return envelope provided.

**EXHIBIT A – ATTACHMENT  
STANDARD TERMS AND CONDITIONS**

Hey and Associates, Inc.

**COMPENSATION**

**Hourly Billing Rate**

<b>Principal</b>	\$175-195
<b>Engineering</b>	
Senior Civil Engineer	\$150
Civil Engineer I to V	\$90-135
Engineering Designer	\$90-125
Engineering Technician	\$80-95
<b>Ecological Services</b>	
<b>Wetlands and Ecology</b>	
Senior Project Scientist	\$140
Environmental Services Manager	\$115
Senior Water Resources Planner	\$95
Environmental Scientist I to III	\$70-90
<b>Native Landscape Restoration</b>	
Ecological Restoration Manager	\$115
Environmental Scientist I to III	\$70-90
Environmental Intern	\$40
<b>Landscape Architecture</b>	
Senior Landscape Architect	\$150
Landscape Architect	\$100 -125
Landscape Designer	\$80
<b>Erosion Control</b>	
Senior Erosion and Sediment Control Specialist	\$145
Soil Erosion and Sediment Control Specialist	\$75
<b>Surveying</b>	
Professional Land Surveyor	\$105
<b>Subsurface Drainage Services</b>	
Subsurface Drainage Services Manager	\$125
Engineering Technician	\$80-95
<b>Design Support</b>	
CAD Technician	\$90
<b>Administration</b>	
Senior Administrator	\$100
Administrative Assistant	\$55
<b>Expert Testimony</b>	
Rates to be determined on per-project basis	

**REIMBURSABLE EXPENSES**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .65/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day

**BILLING**

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due.

The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project.

The rates presented herein are effective for the period January 1, 2015 through January 31, 2016 and shall be subject to modification on February 1, 2016.

**LIMITATION OF COSTS**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

**CLIENT'S RESPONSIBILITIES**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement.

Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

**COST OPINIONS**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**STANDARD OF CARE**

The services provided by Hey under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

**INSURANCE**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

<b>Liability</b>	<b>Limits of Liability</b>
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Comprehensive General Liability	\$ 2,000,000
Professional Liability	\$ 1,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.