

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 b

Re: Proposal for Route 53 Pathway Connector – Phase A Design and Engineering Services
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) for final design and engineering services for Phase A of the Route 53 Pathway Connector (work). Phase A will extend from the existing pathway located along the east side of Schaefer Road east for approximately 900 feet along the south IL Route 53 right-of-way (ROW).

Project Understanding

We understand that the Village of Long Grove received Illinois Department of Commerce & Economic Opportunity (DECO) grant funding (12-203207) for the design, engineering and construction of a pedestrian/bike path primarily along the south side of Illinois Route 53 (53) spanning approximately 0.44 miles. The DECO grant award totals \$100,000 and is below the overall pathway estimate of \$389,138.50 (prepared by others). The Village has decided to apply the \$100,000 budget toward the western segment of the proposed pathway (Phase A) and pursue additional funding, design and construction of future pathway segments at a later date.

This work will utilize data collected and permit strategies identified in the proposed “Preliminary Route 53 Pathway Connector Study” performed by Hey under a separate scope. We appreciate the opportunity to continue our work with the Village on this important pathway connection.

Scope of Services

The Phase A portion of the proposed pathway will extend from the existing pathway located along the east side of Schaefer Road east for approximately 900 feet along the south 53 ROW to a point west of the existing stream crossing the ROW. We propose the following scope of services to accomplish the Village’s objectives:

Task 1: Final Engineering (Construction Documents)

During this task we will:

- a. Prepare one (1) plan set necessary to bid and construct the Phase A improvements in one (1) construction contract. We anticipate the plan set will include the following sheets:
 - Cover Sheet
 - Index of Sheets, Listing of applicable Highway Standards, General Notes
 - Summary of Quantities
 - Typical Sections
 - Plan and Profile Sheets
 - Erosion and Sediment Control Sheets and Details
- b. Provide three (3) copies of the plans for Village review at 90% complete
- c. Incorporate Village comments and finalize 100% complete plans
- d. Prepare special provisions necessary to bid and construct all improvements.
- e. Prepare project manual necessary to bid and construct all improvements. We anticipate that the Village will provide their standard “front end” documents covering the following: cover; advertisement; instructions to bidders; bid form; sample agreement and general provisions.
- f. Provide one (1) hard copy of the manual to the Village for review at 90% complete.
- g. Incorporate Village comments and prepare a 99% complete manual.
- h. Revise the opinion of probable cost for construction at 90% and 100% complete.
- i. Provide to the Village at 100% complete:
 - one (1) full-size (22x34) hard copy of the plans
 - one (1) half-size (11x17) hard copy of the plans for Village use
 - one (1) electronic (PDF) copy of the plans
 - one (1) hard copy of the project manual
 - one (1) electronic (MS Word) copy of the project manual for Village use.

Task 2: Permitting

During this task we will:

- a. Prepare and submit a Watershed Development Permit (WDP) application to the Lake County Stormwater Management Commission (LCSMC).
- b. Prepare a joint application form (signed by the Village) for any jurisdictional wetland/waters impacts and submit to the U. S. Corps of Engineers (USACE) for project authorization under Regional Permit 2 (Recreation Projects). A separate 401 permit application and anti-degradation study should not be required because Section 401 Water Quality Certification from the Illinois Environmental Protection Agency (ILEPA) is pre-approved with RP2 authorization.

- c. Prepare an isolated wetland permit-category I or II application and submit to LCSMC as part of the WDP application for impacts to isolated wetlands/waters.
- d. Coordinate with LCSMC for soil erosion and sediment control plan review as required by the USACE Regional Permit notification.
- e. Obtain biological clearances for state listed resources from the Illinois Department of Natural Resources (IDNR)
- f. Obtain Interagency Wetlands Policy Act clearance from IDNR.
- g. Provide a memo assessing federally listed species in Lake County and determine if the project will or will not adversely affect them.
- h. Obtain cultural clearance under state and federal regulations from the Illinois Historic Preservation Agency.
- i. Compile and address all regulatory review comments at one time to the extent practical. One (1) minor revision to the plans resulting from review comments and one re-submittal to each agency is included. Any additional re-submittals, additional revisions, and/or significant revisions shall be considered additional services.
- j. Coordinate with the Illinois Department of Transportation (IDOT) to obtain necessary permits and permissions for construction in the State ROW.

Notes:

- 1) All permit application costs shall be paid directly by the Village to the review agency charging the fee.
- 2) It is assumed the project will not hydrologically disturb over 1.00 acres and will not need a NPDES/SWPPP submittal.
- 3) It is assumed a detailed listed species survey and a Phase 1 archaeological survey will not be required. If required by the review agencies, these tasks would need to be covered under a separate proposal.
- 4) We assume the standard IDOT highway permit and coordination will be all that is required for this work. If additional, unforeseen complexities arise, we will revisit this item to determine if additional scope is necessary.

Task 3: Bidding Phase

During this task we will:

- a. Work with the Village to publicly solicit bids.
- b. Coordinate and attend one (1) mandatory pre-bid meeting.
- c. Review questions from potential bidders and issue one (1) addendum if necessary.
- d. Attend the bid opening.
- e. Review bids, check bidder references, and make a recommendation to the Village on awarding a contract to the lowest responsive bidder.

Note:

- 1) It is our assumption that any bid phase services not listed above will be performed by the Village or by separate proposal.

Task 4: Construction Phase

During this task we will:

- a. Attend one (1) mandatory pre-construction meeting.
- b. Attend up to three (3) progress meetings during construction.
- c. Prepare punchlists.

Note:

- 1) It is our assumption that any construction phase services not listed above will be performed by the Village or by separate proposal.

Cost Summary

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

SERVICE		Cost
Task 1	Final Engineering Services	\$7,500
Task 2	Permitting Services	\$4,500
Task 3	Bidding Phase Services	\$1,500
Task 4	Construction Phase Services	\$1,500
TOTAL		\$15,000

Summary

Hey and Associates is well qualified to address the design challenges presented by this project. Our goal is to provide a product that is cost-effective and maintains the Village's user experience standards. We look forward to assisting the Village of Long Grove with these important improvements.

Reimbursable expenses 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, equipment and supply costs related to the execution of the project. 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.

Mr. David Lothspeich
15-0043 b
Route 53 Pathway Connector – Phase A Design and Engineering Services
March 3, 2015
Page 5

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter.

Should you have any questions, please contact Kevin Kleinjan (847-740-0888) at our Volo office.

Hey and Associates, Inc.

Village of Long Grove

Attest

Attest

Date

Date

Please return this proposal in the return envelope provided.

**EXHIBIT A – ATTACHMENT
STANDARD TERMS AND CONDITIONS
Hey and Associates, Inc.**

COMPENSATION	Hourly Billing Rate	BILLING										
Principal	\$175-195	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>LIMITATION OF COSTS</p> <p>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.</p> <p>CLIENT'S RESPONSIBILITIES</p> <p>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.</p> <p>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.</p> <p>COST OPINIONS</p> <p>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.</p> <p>STANDARD OF CARE</p> <p>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.</p> <p>INSURANCE</p> <p>Throughout the duration of the project, Hey will procure and maintain the following insurance:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Liability</th> <th style="text-align: right;">Limits of Liability</th> </tr> </thead> <tbody> <tr> <td>Workers' Compensation and Employer's Liability</td> <td style="text-align: right;">\$ 500,000 each incident</td> </tr> <tr> <td>Comprehensive General Liability</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Professional Liability</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>Automobile Liability</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </tbody> </table> <p>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.</p> <p>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.</p>	Liability	Limits of Liability	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
Liability	Limits of Liability											
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											
Engineering												
Senior Civil Engineer	\$150											
Civil Engineer I to V	\$90-135											
Engineering Designer	\$90-125											
Engineering Technician	\$80-95											
Ecological Services												
Wetlands and Ecology												
Senior Project Scientist	\$140											
Environmental Services Manager	\$115											
Senior Water Resources Planner	\$95											
Environmental Scientist I to III	\$70-90											
Native Landscape Restoration												
Ecological Restoration Manager	\$115											
Environmental Scientist I to III	\$70-90											
Environmental Intern	\$40											
Landscape Architecture												
Senior Landscape Architect	\$150											
Landscape Architect	\$100 -125											
Landscape Designer	\$80											
Erosion Control												
Senior Erosion and Sediment Control Specialist	\$145											
Soil Erosion and Sediment Control Specialist	\$75											
Surveying												
Professional Land Surveyor	\$105											
Subsurface Drainage Services												
Subsurface Drainage Services Manager	\$125											
Engineering Technician	\$80-95											
Design Support												
CAD Technician	\$90											
Administration												
Senior Administrator	\$100											
Administrative Assistant	\$55											
Expert Testimony												
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											