<u>Item #8C</u>:

Village Trustee Barry

Pathways Committee Report

i. Hey & Associates Phase III Final Engineering S. Schaeffer Path

10/08/14

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

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Volo, Illinois 60073
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Milwaukee, Wisconsin

Chicago and Aurora, Illinois

June 12, 2014

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

Proposal No.: 14-0047

Re: Proposal for Final Design and Engineering Services
Village of Long Grove, Lake County, Illinois

Dear Mr. Lothspeich:

Thank you for asking Hey and Associates, Inc. (Hey) to submit this proposal for final design and engineering services for the pedestrian trail improvements from Checker Road to the Buffalo Creek Forest Preserve along the west side of Schaeffer Road. We appreciate the opportunity to continue our work with the Village and the Village Pathways Committee on this important trail connection.

Project Understanding

We understand that the Village of Long Grove received Illinois Department of Commerce & Economic Opportunity (DECO) grant funding (10-203906) for the design, construction and restoration of various segments of a pedestrian/bike path on village-owned property. This grant funding and the Village's desire to continue to expand recreation opportunities for its residents prompted the Village to retain Hey to prepare the Buffalo Creek Forest Preserve Trail Connection Preliminary Trail Routing Study (Preliminary Study). After carefully considering the findings of this study, the Village, in collaboration with the Village Pathways Committee would like to move forward with plans to permit and construct a 6-foot-wide sidewalk (option A from the Preliminary Study) to connect the Village pathway system to the proposed extension of the multi-use trail network within the Lake County Forest Preserve's Buffalo Creek Forest Preserve.

We understand that the Village is in the process of negotiating the relocation of several of the ComEd utility poles that were identified in the Preliminary Study as obstacles to trail development. Correspondence from ComEd's Public Relocation Department indicates that a full set of preliminary and final engineering plans will need to be submitted to ComEd for their review, consideration and use as part of the relocation process.

Scope of Services

The work is generally located within the west Schaeffer Road right-of-way extending north from the Buffalo Creek Forest Preserve to Checker Road and west within the north Checker Road right-of-way to an existing pathway on the east side of Schaeffer Road (project area). We propose the following scope of services to accomplish the Village's objectives:

PHASE I PRELIMINARY DESIGN SERVICES

Task A-1: Existing Conditions Survey

We will prepare an existing conditions topographic survey that will 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. R.O.W. lines north and south of Checker Road and west of Schaeffer Road
b. Benchmarks visible from the project area
c. Contours at one foot intervals
d. Trees and significant landscape areas
e. Wetland and other vegetative boundaries identified and marked in the field
f. Readily identifiable above and below ground power and communication utilities
g. Storm and sanitary sewer features
h. Water, gas and other readily identifiable utility features
i. Curbs, walks, drives, lights, signals and other physical conditions
j. Geotechnical boring locations

Task A-2: Geotechnical Analysis

During this task we will:

a. Coordinate with our geotechnical engineering subconsultant to complete soil borings (3 minimum) along the proposed trail alignment and provide design recommendations.

Task A-3: Wetland Delineation

During this task we will:

a. Perform a wetland delineation applying the procedures detailed in the 1987 Corps wetland delineation manual. We will identify and flag the wetland boundaries indicated within the Preliminary Trail Routing Study, which will be incorporated into the survey described above. A full wetland report will be prepared in accordance with the Lake County Watershed Development Ordinance (WDO) and Corps requirements.

b. As required in the WDO, wetlands require a written jurisdictional determination after our wetland field investigation is completed and prior to wetland permitting. We will prepare and submit correspondence to the Corps or Lake County Stormwater Management Commission (LCSMC) requesting a jurisdictional determination and attend field meeting with these agencies. The Corps does not have a time frame to respond and does not charge a review fee. LCSMC responds usually in less than 30 days and does charge a fee (minimum of $720). We can discuss with you which is the preferred option to get the determination letter.
c. We will provide three (3) hard copies and one (1) electronic (PDF) copy of the wetland delineation report.

Task A-4: Analysis and Base Sheet Preparation

During this task we will:

a. Prepare base sheets in AutoCAD format using the survey data described above.
b. Review the existing conditions survey and geotechnical analysis.

PHASE II DESIGN AND PERMITTING SERVICES:

Task B-1: Preliminary Engineering (Design Development)

During this task we will work with the Village to refine the Preliminary Trail Routing Study components: Specifically we will:

a. Finalize the size, horizontal and vertical geometry, structure, materials and finish, as appropriate for the proposed improvements, including:
   - Sidewalks
   - Crosswalks
   - Retaining walls
   - Storm structures
   - Signage
   - Landscape
b. Identify the site engineering requirements, including:
   - Grading and drainage
   - Path base and sub-base
   - Other required utility modifications
c. Meet with the Village to review the drawings
a. Provide to the Village:
   - one (1) half-size (11x17) hard copy of the plans for Village use
   - one (1) half-size (11x17) hard copy of the plans for ComEd use

Task B-2: Permitting

During this task we will:

a. Utilize the information obtained in Task A-3 to complete a full wetland delineation report. The report will be in accordance with Corps requirements including an aerial photograph showing the surveyed wetland boundaries, required Corps dataforms for sample points, observed vegetative species lists, and representative color photos. We will provide three hard copies and one electronic (PDF) copy of the wetland delineation report.
b. If the project will impact jurisdictional wetlands/waters, we will prepare a joint application form (signed by the Village) and submit to the Corps for project authorization under Regional Permit 2 (Recreation Projects). Because Section 401 Water Quality Certification from the Illinois Environmental Protection Agency (IL EPA) is pre-approved with authorization under RP2, a separate 401 permit application, anti-degradation study and associated documentation are not required.
c. If the project will impact isolated wetlands/waters, we will prepare an isolated wetland permit-category I or II application and submit to LCSMC.
d. Prepare a Watershed Development Permit application to the LCSMC.
e. Coordinate with the LCSMC for soil erosion and sediment control plan review as required by the Corps Regional Permit notification.
f. Obtain biological clearances for state and federal species.
g. Obtain cultural clearance under state and federal regulations.
h. All regulatory review comments shall be compiled and addressed 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.
i. Note: all permit application costs shall be paid directly by the Village to the review agency charging the fee.

PHASE III FINAL ENGINEERING SERVICES:

Task C-1: Final Engineering (Construction Documents)

During this task we will:

b. Prepare one plan set necessary to bid and construct the selected improvements in one construction contract. We anticipate the plan set will include the following sheets:
   - Cover
   - General Notes
   - Existing Conditions
   - Site Preparation and Removals Plan

- Layout and Materials plan
- Grading and Drainage plan
- Planting Plan
- Details

c. Provide three (3) copies of the plans for Village review at 90% complete
d. Incorporate Village comments and finalize 100% complete plans
e. Prepare special provisions necessary to bid and construct all improvements.
f. 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.
g. Provide one (1) hard copy of the manual to the Village for review at 90% complete.
h. Incorporate Village comments and prepare a 99% complete manual.
i. Revise the opinion of probable cost for construction at 90% and 100% complete.
j. 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) half-size (11x17) hard copy of the plans for ComEd 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 C-2: Bidding Phase Services

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.

Task C-3: Construction Phase Services

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.
d. Prepare as-builts as necessary to document design conformance.

Cost Summary

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

SERVICE		Cost
PHASE I	PRELIMINARY DESIGN SERVICES	$6,500
PHASE II	DESIGN AND PERMITTING SERVICES	$3,750
PHASE III	FINAL ENGINEERING SERVICES	$11,500
TOTAL	**PHASES I, II AND III**	**$21,750**

*DL

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.

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

*Phase I only

*Phase II added DM

Attest

Attest

6/13/14
Date

6/13/2014
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
Principal	$170-195
Engineering	
Senior Civil Engineer	$145
Civil Engineer I to V	$90-135
Engineering Designer	$90-115
Engineering Technician	$80-90
Ecological Services	
Wetlands and Ecology	
Senior Project Scientist	$135
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	$145
Landscape Architect	$115
Landscape Designer	$80
Erosion Control	
Senior Erosion and Sediment Control Specialist	$140
Soil Erosion and Sediment Control Specialist	$75
Surveying	
Professional Land Surveyor	$100
Subsurface Drainage Services	
Subsurface Drainage Services Manager	$115
Engineering Technician	$80-90
Design Support	
CAD Technician	$85
Administration	
Senior Administrator	$85
Administrative Assistant	$55

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 receipt 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, 2014 through January 31, 2015 and shall be subject to modification on February 1, 2015.

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:

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

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.