

# *Hey and Associates, Inc.*

Engineering, Ecology and Landscape Architecture

*26575 W. COMMERCE DRIVE, SUITE 601*

*VOLO, ILLINOIS 60073*

*PHONE (847) 740-0888*

*FAX (847) 740-2888*

October 22, 2024

Mr. Glenn Petko, PE  
Lake County Division of Transportation  
600 W. Winchester Road  
Libertyville, Illinois 60048

Project No.: 16-0339-F

Re: Buffalo Creek Wetland Mitigation Bank  
Long Grove, Lake County, Illinois

Dear Glenn:

As requested, this proposal provides our estimate for costs to continue consultation and monitoring services at the Buffalo Creek Wetland Mitigation Bank site for an additional period of time since the U.S. Army Corps of Engineers (USACE) and the Interagency Review Team (IRT) did not grant our request for final signoff in the summer of 2024. The goal is to obtain final sign off from the USACE and IRT as soon as possible. They have indicated they will conduct another site inspection in June 2025.

Hey will continue to monitor the vegetation following the methods used to date for this mitigation bank. We will conduct one round of vegetation monitoring in May/June 2025. Hey will continue to maintain and read the monitoring wells during the growing season as defined for this mitigation bank. Hey will also provide support and recommendations to Semper Fi on management tasks during this time as needed. We will prepare a mid-year report by the time of the USACE site visit in June 2025. We will assist in coordinating the field meeting with the USACE and IRT in June 2025. We will complete these services on a Time and Materials basis for a fee not to exceed \$10,000.

If the USACE and IRT do not grant sign-off based on the June 2025 site visit and monitoring report, we propose to continue monitoring and advising as described above, with production of an end of the year monitoring report in December 2025. This additional period of monitoring and report preparation would be conducted on a Time and Materials basis for an additional fee not to exceed \$7,500.

Reimbursable expenses shall be in addition to the lump sum fees noted above 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, or provide the appropriate LCDOT contract documents. 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 the project manager, Jeff Mengler at our Volo office.

*ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND RICHLAND CENTER, WISCONSIN*

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Hey and Associates, Inc.

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Lake County Division of Transportation

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Attest

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Attest

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Date

\_\_\_\_\_  
Date

**Compensation**

**Profession**

**Engineering**

Senior Principal Civil Engineer	\$235
Principal Civil Engineer	\$210
Senior Civil Engineer	\$190
Civil Engineer I to V	\$135-175
Water Resources Specialist I to V	\$130-170
Engineering Technician I to V	\$120-160
Field Services Manager	\$165

**Ecological Services**

Senior Principal Ecologist	\$220
Senior Project Scientist	\$185
Environmental Services Manager	\$165
Environmental Scientist I to V	\$115-155
Environmental Intern	\$60

**Landscape Architecture**

Senior Landscape Architect	\$190
Landscape Architect I to V	\$125-165
Landscape Designer	\$120

**Erosion Control**

Senior Erosion and Sediment Control Specialist	\$185
Erosion and Sediment Control Specialist	\$120

**Design Support**

CAD Technician	\$110
GIS Specialist	\$110

**Administration**

Executive Administrator	\$130
Accounting Administrator	\$105
Office Administrator	\$100

**Expert Testimony**

Rates to be determined on per-project basis

**Reimbursable Expense**

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	\$ .75/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/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

**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
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
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.

### **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. All invoices paid by credit card will be charged an additional 3.5% processing fee.

Hey and Associates Inc. (Hey), with seven (7) 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, 2024 through December 31, 2024.

### **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 standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

### **Means & Methods**

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

### **Mutual Indemnification**

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

### **Copyright Indemnification**

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

### **Consequential Damages**

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

### **Termination**

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

### **Dispute Resolution**

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.