


Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name Hey and Associates, Inc.
Township				Address 26575 W Commerce Dr Ste. 601
County Lake County – Division of Transportation				City Volo
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Non-Motor Fuel Tax Funds, allotted to the LA, ~~by the State of Illinois~~ under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely ~~or in part~~ to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name LCDOT Visitor Parking Lot Reconstruction

Route N/A Length 0.00 Mi. 0.00 FT (Structure No. N/A)

Termini N/A

Description: Reconstruct the visitor parking lot to include porous pavement, permeable pavers and bioswale best management practices (BMPs). In addition to improving the parking lot the project will be used as a demonstration (pilot) project for other transportation, governmental and private agencies.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed ~~roadway~~ plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ ~~Prepare Army Corps of Engineers Permit, Department of Natural Resources Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~ **Prepare Lake County Stormwater Management Commission Permit.**
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with **one (1) copy of each document in both hardcopy and electronic format.** Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at the ENGINEER's actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in **duplicate** of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals.

- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- l. ☒ **Services as included and/or defined in the attached Scope of Services.**
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies **of the LA and of the DEPARTMENT**. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the CONTRACTOR.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost	
Awarded Cost	Percentage Fees
Under \$50,000	(see note)
	%
	%
	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for all services rendered in accordance with this AGREEMENT at the actual cost of performing such work plus ****** percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. ****See the CECs**

The Total Not-to-Exceed Contract Amount shall be \$27,950

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed. ~~in accordance with the following schedule:~~

- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by section 1 of the ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
- ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

By Mutual agreement, partial payments, ~~not to exceed 90 percent of the amount earned,~~ may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus ** percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT,~~ the LA will pay the ENGINEER for such changes on the basis of actual cost plus ** percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

****see the CECs**

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with section 4 of the LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA ~~and their approval by the DEPARTMENT,~~ the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA ~~and the DEPARTMENT.~~
4. That the ENGINEER warrants that the ENGINEER has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that the ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quintuplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: County of Lake of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By _____
Lake County Clerk
(Seal) By _____
Title Chair, Lake County Board

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

ATTEST: Hey and Associates, Inc.
Engineering Firm
26575 W Commerce Drive, Suite 601
Street Address
Volo, IL
City, State
By _____ By _____
Title _____ Title _____

Note: Three (3) Original Executed Contracts – (2) LCDOT; (1) Consultant

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

November 14, 2019

Mr. Richard McMorris, P.E.
Project Engineer
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048

Proposal No.: 19-0254

Re: Revised Proposal for LCDOT Visitor Parking Lot Reconstruction
LCDOT Facility, Village of Libertyville, Lake County, Illinois

Dear Rich:

Hey and Associates, Inc. (Hey) appreciates the opportunity to provide this proposal for the LCDOT Visitor Parking Lot Reconstruction project. This work will build on the concept design that was prepared for the recently submitted IEPA 319 grant and is revised to include additional tasks per LCDOT's request.

SCOPE OF WORK

We propose the following scope of work.

KICK-OFF MEETING, DATA REVIEW, AND FIELD RECONNAISSANCE

We will meet with LCDOT to confirm the scope and limits of the proposed project and to recover any additional data, if any. Following the meeting, we will perform a detailed field reconnaissance of the project area. We will review the existing available topographic survey provided by LCDOT for the previous basin retrofit project and identify additional survey needs.

SUPPLEMENTAL SURVEY AND BASE SHEET PREPARATION

We assume that LCDOT will provide the corresponding benchmark(s) for the survey and a .CSV file. Our understanding is that the existing survey is on NGVD 29 datum versus NAVD 88. We will then perform a limited supplemental topographic survey to support design of the parking lot and BMPs. We will also perform a detailed survey of the six (6) requested curb ramps to use in ADA compliance review and to serve as a design tool for redesign of the ramps.

ADA RAMP DESIGN (6 EACH)

We will provide a separate review of the six (6) existing curb ramps for conformance with ADA requirements and make a recommendation to LCDOT for replacement should that be necessary.

PRELIMINARY ENGINEERING

We will evaluate options for materials for the parking lot (e.g. porous concrete versus porous asphalt), for the crosswalk and for the sidewalk west of the parking lot and adjacent to the building (including landscape treatments for that area). We will also evaluate parking boundary options (e.g. C&G) and free-draining curb cut options. This work will be summarized in a brief memorandum that will include some cost comparison information.

CONSTRUCTION DOCUMENTS

Once LCDOT has selected the desired materials and parking boundary approach, we will integrate all the topographic information into updated base drawings and then initiate preparation of design plans for the proposed improvements. We anticipate preparing 50% plans and select special provisions for review with LCDOT. We will also prepare a 50% design level cost opinion.

Following concurrence on the 50% design, we will prepare 100% contract plans and select special provisions for review with LCDOT. We will then finalize the summary of quantities and cost opinions. This task includes the preparation of planting and soil erosion and sediment control plans, along with typical sections and details. It is assumed that LCDOT will prepare the necessary “front-end” documents and specifications to be used for formal bidding. We will provide select special provisions to LCDOT for inclusion in the bid documents.

The preparation of landscape or planting plans beyond the limits of the area to be disturbed as part of the project are excluded. We understand that work will be prepared by the Lake County Forest Preserve District. We have included time to coordinate their design approach with the overall parking area plan and integration of their work within the plans. They will be required to stamp any related sheets. Any associated special provisions would be by them.

Pending the results of the curb ramp review, we will prepare design plans for the replacement of the curb ramps.

Deliverables will include:

- 11” x 17” plans on LCDOT style base sheets in PDF format
- .CAD files
- Cost opinion in LCDOT format using LCDOT pay items and codes as applicable
- Unique special provisions likely including porous pavement, permeable pavers, engineered soils, native seeding and planting, etc.

PERMITTING

A watershed development permit application will be prepared for submittal to Lake County Stormwater Management Commission and/or the Village of Libertyville for their review. Because the project is adding stormwater storage volume and not adding impervious surface area, we assume that supporting stormwater or other flood computations will not be required.

It is also assumed that this project will not have any status as regulatory wetland, Waters of the U.S. or Isolated Waters of Lake County and that therefore any wetland delineations and permitting are not included. It is also assumed that any area disturbed as part of the retrofit activities will be less than one acre such that neither a SWPPP nor NOI are required.

CONSTRUCTION PHASE SERVICES

At the direction of LCDOT we will provide limited construction phase services. We assume these services could include review of materials (excluding HMA and PCC), review of construction for consistency with the approved plans and special provisions, responding to LCDOT or contractor questions, etc. For budgeting purposes, we have assumed that 24 hours of effort will be required by engineering and/or landscape architecture staff.

Hey shall not be responsible for contractor means, methods or jobsite safety.

FEE SUMMARY

Task	Fee	Fee Basis
Kickoff Meeting, Data Review, and Field Reconnaissance	\$1,500	LS
Supplemental Survey and Base Sheet Preparation	\$2,500	LS
ADA Ramp Design (6 each)	\$2,200	LS
Preliminary Engineering	\$2,000	LS
Construction Documents (inc. LCFP coord./integration)	\$13,500	LS
Permitting	\$2,000	LS
Construction Phase Services	\$4,000	T&M
Reimbursable Expenses	\$250	
Total	\$27,950	

Geotechnical is assumed to not be required, so is excluded. Bid phase services are not included. 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, Tom Polzin, at our Volo office.

Hey and Associates, Inc.

Lake County Division of Transportation

Attest

Attest

Date

Date

Compensation

Profession	Hourly Bill Rate
Principal	\$195-205
Engineering	
Senior Civil Engineer	\$170
Civil Engineer I to V	\$105-145
Engineering Designer	\$150
Water Resources Specialist I to IV	\$95-125
Engineering Technician I to II	\$95-110
Ecological Services	
Senior Project Scientist	\$160
Environmental Services Manager	\$140
Environmental Scientist I to V	\$90-130
Environmental Intern	\$45
Landscape Architecture	
Senior Landscape Architect	\$165
Landscape Architect I to V	\$105-145
Landscape Designer	\$100
Erosion Control	
Senior Erosion and Sediment Control Specialist	\$165
Erosion and Sediment Control Specialist	\$90
Subsurface Drainage Services	
Subsurface Drainage Services Manager	\$120
Design Support	
CAD Manager	\$100
CAD Technician	\$95
GIS Specialist	\$85
Administration	
Senior Administrator	\$110
Accounting/Marketing Administrator	\$70
Administrative Assistant	\$65
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	\$.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
Unmanned Aerial Reconnaissance	Per Project

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
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.

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, 2019 through December 31, 2019.

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 the 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, the Consultant 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 the Consultant or anyone for whom the Consultant 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 the Consultant, 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, OWNER 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 the HEY's use of, or reliance on, the design, plans and specifications provided by the Owner 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, Owner 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

Owner 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.