



September 20, 2016

City of Aurora – Purchasing Division
Attention: Joan Schouten – Purchasing Director
44 E. Downer Place
Aurora, IL 60505

Re: Landscape Architectural/Professional Design Services 2016 UPDATE
Phillips Park – Mastodon Island Interpretive Adventure Area Construction

Dear Ms. Schouten:

This is a proposal for a variety of design services for the Phillips Park - Mastodon Island Interpretive Adventure Area. RGC Design appreciates the opportunity to submit this proposal for landscape architectural/professional design services for Phillips Park - Mastodon Island Interpretive Adventure Area. RGC Design will need to work with an engineer for certain tasks on this project. The anticipated engineering services are included in this proposal. Additional fees may be required for unanticipated permitting and/or hydrological/structural engineering services. A topographical survey will also be required, and will be solicited under separate contract.

In addition, an archeological survey may be required by IDNR, and the project will require CPA audits. These fees were accounted for in the OSLAD Grant application, but are not a part of this proposal scope.

This proposal is divided into three sections:

(1) General Background, (2) Scope of Services, and (3) Procedure, Time and Fees

SECTION ONE – GENERAL BACKGROUND

The City of Aurora received an OSLAD grant for Phillips Park - Mastodon Island Interpretive Adventure Area in early 2015. However, all OSLAD Grants were subsequently suspended. The City of Aurora recently received notice that the OSLAD Grants that were awarded in 2015 are active again. This is a 50/50 matching grant in the total amount of \$874,600 and the City's share shall be \$474,600 (this total includes estimated A/E fees). It should be noted that the

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costs estimated back in 2014 may not be current. The project scope is as depicted in the OSLAD Grant “Attachment A-3 Development Plan”, as attached to this proposal.

Phillips Park - Mastodon Island Interpretive Adventure Area is located on the South side of the City of Aurora within Phillips Park. Mastodon Island is approximately 4 acres and is located in Mastodon Lake in Phillips Park. The site was last developed in the early 1990’s with a shelter and seating area for an outdoor educational area. The proposed work shall include a Mastodon themed play area, pathways, native plant restoration, fishing areas, and water edge restoration replacements and improvements. Public input will be requested throughout with a focus on play area input.

This proposal is written to be lump sum. This proposal shall include all anticipated design services required (unless otherwise specified) to complete the project.

SECTION TWO: SCOPE OF SERVICES

1 Base Information & Site Layout (\$2,175 + survey)

- 1.1 Existing site conditions have been reviewed by the RGC Design Team via Google Earth and site aerial files. The RGC Design Team will conduct detailed site inventory. Site survey (see 1.3 below) will be formatted for Design Development, Permitting and Construction Drawing phases. **(\$1,250)**
- 1.2 **Project Kick Off meeting:** RGC Design Team will meet with City of Aurora Staff to discuss the project scope, permit requirements, project time line, and set task expectations. **(\$925)**
- 1.3 RGC Design Team shall solicit quotes and work with a Surveyor for a survey of the site. This survey shall be electronic and include all built and natural features including the water level and island edges. **(Separate Contract)**

2 Design Development (\$19,725)

- 2.1 **Play Area** - RGC Design will produce two (2) design concepts, based on Park staff guidance. These designs will show proposed playground spatial layout and what is possible. These concepts will be created in black and white with quick color for clarity and will be used for cost estimates, but will not be suitable for construction. RGC Design will review these concepts with Park staff for comment and refinement. There may be some back and forth with comments and revisions in review with Park staff prior to any public meeting. **(\$2,750)**



- 2.2 RGC Design will solicit play and park equipment quotes as coordinated with the Park staff via an RFP process to determine the playground equipment. RFP results will be reviewed with Park staff to make some initial determinations prior to any public meeting. **(\$950)**
 - 2.3 **Play Area** – RGC Design shall lead a public meeting to discuss the Playground designs. **(\$425)**
 - 2.4 **Complete Island Design** – RGC Design Team shall develop specific plans for each item in the grant and include specific dimension, material notes and model numbers where appropriate. RGC Design Team will prepare up to three (3) native habitat restoration/shoreline restoration treatment alternatives presented in typical cross section form, and will estimate compensatory storage requirements resulting from floodplain fills and make recommendations to achieve the required compensatory storage. Drainage design including limited storm sewer design will be done as required (this assumes that there is no water or sewer services). RGC Design shall provide a couple options for certain park amenities for the Park Staff to choose from. **(\$10,300)**
 - 2.5 **Complete Island Design** – RGC Design Team shall lead a public meeting to discuss of the specifics for the design of the park. The overall park design could be discussed as part of the playground meeting, a separate meeting or as part of a board meeting. **(\$925)**
 - 2.6 **DESIGN DEVELOPMENT COST ESTIMATE:** Conceptual cost estimates will be created for each design concept. These will include all components of the park and play area including site amenities, materials, equipment and labor. **(\$425)**
 - 2.7 **Final Concept Design Development** – RGC Design shall prepare a final design based on Park staff and public input. This plan will include the final playground equipment and other site amenities. RGC Design Team will estimate compensatory storage requirements resulting from any floodplain fills and make recommendations to achieve the required compensatory storage. This will be the document that the permit and construction drawings and specifications will be based on, and will guide us through the permit and development process. This will be rendered for presentation and Park Staff use, and shall describe all materials used in the development. **(\$3,950)**
- 3 Permit Drawings and Documents (\$17,500 + any hourly work required)**
- 3.1 PLEASE NOTE: Permitting tasks are to be performed on a time and materials basis as the exact permit requirements are not fully known pending the jurisdictional determination results and design development results. We will promptly apprise the City of Aurora should it appear that the estimated budget will not be sufficient. Based on the information from the Project Kick Off Meeting (see 1.2 above) RGC Design Team will prepare and coordinate permit documents for Phillips Park – Mastodon Island



Interpretive Adventure Area Construction including: **(\$12,750)**

- 3.1.1.1 City of Aurora (Engineering, Zoning, Building)
- 3.1.1.2 Stormwater, Floodplain and Floodway (City of Aurora assumed)
- 3.1.1.3 U.S. Army Corps of Engineers (see tasks below)
- 3.1.1.4 IEPA Notice of Intent and SWPPP for construction site stormwater discharge permit
- 3.1.1.5 Wetland Field Investigation and Delineation Report
We will complete a field investigation of Mastodon Island, within 100 feet on each side of the existing foot bridge, and within 100 feet on each side of the proposed crossing from the peninsula for wetlands and perform a routine wetland delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (Corps) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag the wetland boundaries for surveying by the project surveyor. We will review the survey for consistency with our field notes and use it to prepare our report. The report will include an aerial photograph showing the surveyed wetland boundaries, required Corps data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data required. We will provide two (2) copies of the final report to you for your use. This task will be conducted by a Kane County Qualified Wetland Review Specialist. *Will be executed under separate contract due to time sensitivity noted below:* **Please note that if the fieldwork for the wetland delineation occurs outside the normal growing season (June 1 to October 15), the Corps may possibly require the collection of additional data during the growing season. Supplemental data collection requiring additional fieldwork would need to be billed on a time and materials basis according to standard rates.**
- 3.1.1.6 Request for Jurisdictional Determination/Boundary Concurrence
Wetlands identified will 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 requesting a wetland jurisdictional determination and wetland boundary verification and attend field meeting with these agencies.
- 3.1.1.7 Regional Permit 2 (Recreation Projects) – Category I or II Application or Kane County Wetland Permit
Depending on the wetland jurisdictional determination result under Task



3.1.1.6, the project will either need a Regional Permit 2 authorization from the Corps or a Kane County Wetland Permit. We will attend one (1) project meeting, and then prepare and submit the appropriate wetland permit application and provide standard coordination services with the project and review agencies. The application may include the following:

- Cover letter requesting wetland permit authorization
- Joint Application Form
- Kane County Wetland Permit Form
- Project narrative
- Avoidance and minimization to aquatic resources narrative
- Wetland Delineation Report
- 11 x 17 wetland impact exhibit
- Reduced size (11x17) engineering plans
- Reduced size (11x17) landscaping plans
- 3-Year Management and Monitoring Plan for Native Wetland Buffers, Shoreline, and BMPs
- Correspondence regarding federally listed threatened/endangered species
- Correspondence from the Illinois Department of Natural Resources regarding state listed threatened/endangered species
- Correspondence from the Illinois Historic Preservation Agency regarding historic and cultural resources
- Correspondence from the Kane-DuPage County Soil and Water Conservation District regarding SESC plans
- If necessary off-site mitigation bank credit purchase coordination

3.1.1.8 Tree Inventory

We will inventory trees and provide tree inventory data within the project area. We understand that survey locating of the trees will be performed in the survey under separate contract, and is not a part of this task. The following scope of work is proposed: We will tag, size (diameter at breast height), and identify species of trees and general condition in accordance with industry standards. All trees $\geq 6''$ will be individually inventoried on the subject property. We will prepare a summary table presenting the findings of the tree inventory that corresponds to the tree tag numbers. This task will be conducted by a



certified arborist. Efforts will be made to minimize inventorying trees outside of the project limits. However, if these boundaries are not demarcated in the field (flagged, staked, etc.) we cannot be held responsible if some additional trees outside the limits are included in the inventory.

3.1.1.9 Wetland Consulting

After the wetland delineation report and jurisdiction determination are completed, we will review and comment on the concept plan and attend up to two (2) project team meetings to discuss wetland buffer and wetland permitting issues.

3.2 RGC Design Team may bill special drawings or exhibits required by permitting agencies as extra services. **This proposal does not include hydraulic modeling, electrical, structural or geotechnical engineering, or extensive structural or storm water modifications.** (*Engineering work - see Exhibit A; RGC Design coordination \$95/hour; or as negotiated*)

3.3 RGC Design Team shall prepare documents for permit approval. These documents shall include dimensioned construction drawings prepared for the purposes of permit approval, and as the basis for bidding and construction. **(\$4,750)**

4 Construction Details/Drawings and Bid Documents (\$22,400)

4.1 RGC Design Team will prepare bid documents for Phillips Park – Mastodon Island Adventure Area including playground, habitat restoration, surfacing, pond edge restoration, pathways, bridges, walls, flat work and curbs, drainage and asphalt all as indicated on the concept plan. This will include plan drawings, specifications, details and contractor/owner contract (front end) documents. RGC Design will prepare all documents required for one (1) main bidding process (up to \$850,000 construction budget). Specialty items may be solicited via RFP or separate smaller bid processes **(\$20,000)**

4.2 RGC Design shall prepare a final cost estimate. **(\$600)**

4.3 RGC Design will administer one (1) main bid process; to include: written addenda if necessary, pre-bid meeting, bid tabulation, contacting bid references, and a letter of bidder recommendation. Specialty items may be solicited via RFP or separate smaller bid processes. **(\$1,800)**

5 Construction Observation / Construction Administration (\$14,250 + additional meetings if required)

5.1 RGC Design will attend pre-construction and construction meetings, and observe



construction in progress. RGC Design will develop site observation reports within 48 hours of the meetings. RGC Design will observe ongoing construction and review compliance with contract documents and specifications. RGC Design Team shall attend one (1) Preconstruction meeting, up to fifteen (15) site visit meetings and one (1) punchlist and closeout meeting for a total of five (17) site meetings. These meetings do not include stormwater permit inspections as required, which will be covered separately as part of the bid specification or under separate contract. **(\$11,050; plus \$650 each if additional meetings are required)**

5.2 RGC Design will review product submittals for compliance with contract documents and submittals. RGC Design will review pay requests, RFI's, and Contract Change requests. RGC Design will be available via phone and email consultation with the client, contractor, suppliers and vendors. **(\$3,200)**

6 Grant Administration (\$950)

6.1 RGC Design shall file appropriate quarterly reports with IDNR/OSLAD, shall communicate progress with grant administrator. RGC Design shall review and prepare appropriate close out documents (final signatures and submittal to be generated by City of Aurora). Auditor shall be hired and contracted to the City of Aurora, and the Audit will be a separate contract from RGC Design. RGC Design shall not be a party to the Audit contract. RGC Design shall turn over all documents to the Auditor. RGC Design shall work closely with the City of Aurora for submittals and signatures required to come from the City to assure full payment. RGC Design has no control over the timeliness or guarantee of the State Payment. **(\$950)**



SECTION THREE – PROCEDURE, TIME AND FEES

- A. **Procedure and Time Schedule:** RGC Design understands that this contract work scope shall be completed (permit approval assumed spring 2017) by late fall of 2017.
- B. **Fees:** RGC Design will provide the services as described above in the Scope of Services for the prices noted, which as described are “not to exceed” figures. Any or all of the portions of the proposal above may be deleted, changed or removed prior to contract execution.

Hourly Rate shall be \$95 for RGC Design, per Exhibit A for Engineering services; and may be applied for items beyond the scope listed in this document.

1. Invoices: Fees for professional services and expenses for work will be billed in accordance with the Local Government Prompt Payment Act and are payable to:
RGC Design, 14823 Meadow Lane, Plainfield, Illinois 60544
2. Revisions and Additional Services: The time required for changes to plans and exhibits due to Park Staff requests and outside of the scope of services will be billed to the Park Staff as extra services at RGC Design’s hourly rate or as negotiated.



Responsibility of the Client

Warning signs and other notices of danger or disclaimers of liability are not the responsibility of the Consultant. Facility and site maintenance and repair are the responsibility of the Client. It is the Client's responsibility to inspect facilities for damage, excessive wear, hazardous conditions and other conditions which may render the facility dangerous or unfit for use, and to take proper measures to prohibit use of the facility should such a condition exist. It is the Client's responsibility to provide soil borings and soil testing, if necessary, prior to completion of design development. It is the responsibility of the Client to ensure that an environmental assessment of the subject site has been performed and that there are no potentially uninhibited environmental constraints on the property. It is the responsibility of the Client to provide or contract for all studies and/or assessments related to soils, hydrology and wetlands delineation and/or mitigation. It is also the Client's responsibility to designate a representative to serve as RGC Design's prime contact.

RGC Design Statement

RGC Design will not and does not supervise construction activities. Change orders are an expected, accepted and recognized practice used to conduct business on construction projects. RGC Design is not responsible for Contractor mistakes, negligence, timelines or performance. RGC Design is not responsible for the construction or maintenance of any facility it designs.

RGC Design (or Consultant) shall not be responsible for the Contractor's or a Subcontractor's schedule or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work. The Owner will sign a written agreement with the Contractor for construction services. RGC Design is not a party to that contract and serves only in an advisory capacity to the Client during the construction phase.

The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident of the work of Contractor(s). The Consultant shall report to the Client's representative on the progress of the work, and may recommend to the Client's representative approval or rejection of work failing to conform to the Contract Documents. Fees for multiple bids, excessive changes, multiple phases and other work performed by RGC Design or its sub-consultants may cause fees to be billed for extra services. RGC Design does not guarantee that the current budget is sufficient to fully accomplish the program for the site. The Owner is responsible for all underground conditions including soils, contamination, utilities not located and changes to the project should underground conditions impact the project. RGC Design will retain documents related to this project for two years following construction completion. The proposal remains valid for sixty (60) days only. Changes in direction following initiation of design development may be cause for additional services.

Estimate of Probable Cost

Evaluations of the Client's project budget and Statements of Probable Construction Cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor,



materials, and equipment; over the Contractor's methods of determining bid process, or over competitive bidding, marketing or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Client, if any; or from any Statement of Probable Construction Cost or other estimate or evaluation prepared by the Consultant.

Useful Life

The useful life of the facility is a function of many factors including quality of workmanship, weather, maintenance practices, use patterns, and intensity of use. The useful life of the facility and the elements within it is indeterminate. The Client should expect to replace and repair worn and damaged elements within the facility prior to the expiration of the useful life of the facility.

Dismissal

RGC Design may be dismissed for any reason at any time during the contract period. The Client will be obligated to pay RGC Design for work including expenses through the month in which RGC Design was dismissed. For example, if RGC Design was dismissed in month two, then the Client is obligated to pay the invoice for the month in which RGC Design was dismissed.

Non Discrimination

The Consultant agrees not to discriminate by reason of age, race, religion, color, sex, national origin, ancestry, marital status, physical or mental handicap, unfavorable discharge from military service, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff and termination, compensation, selection for training, or participation in recreational and educational activities.

Right to Use Graphics

All drawings, models and design documents shall be the property of the City of Aurora upon completion of the project. RGC Design maintains the right to use all graphics in press releases, articles, publications, and promotional and collateral material.



PROJECT AGREEMENT

RGC Design appreciates the opportunity to submit this proposal for landscape architectural design services. Bob Collins will be the main point of contact and is available at 815/556-9233 x 1 or 630/306-4844 or Bob@RGCDesign.com. Following your review of this proposal, we would be pleased to answer any questions and/or modify this proposal to meet your specific needs. If this proposal is acceptable, please fill in & sign below and return a copy to us.

TOTAL FOR SERVICES DESCRIBED:

\$77,000 less the \$3,525 credit from the OSLAD application proposal:

\$73,475 + any additional hourly work, site survey, archeological survey, audits as required & expenses

(Total noted above is a lump sum figure for the defined scope of services. Please note Exhibit A attached for Engineer’s Terms and Conditions. All Engineering expenses and additional hours will be billed as noted in Exhibit A and passed through directly to the City of Aurora with no markups by RGC Design. 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 at the noted rates or as negotiated.)

RGC Design

City of Aurora

By: _____
Robert Collins, ASLA, RLA
President
Bob@RGCDesign.com

By: _____
Representative

Date: September 20, 2016

Date: _____

CC: Rosario DeLeon – Director of Public Properties
Dan Anderson – Superintendent of Parks

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

COMPENSATION	Hourly Billing Rate
Principal	\$175-195
Engineering	
Senior Civil Engineer	\$150
Civil Engineer I to V	\$90-135
Engineering Designer	\$90-125
Water Resources Specialist I to IV	\$85-100
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 Manager	\$95
CAD Technician	\$90
GIS Specialist	\$80
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

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, 2016 through January 31, 2017 and shall be subject to modification on February 1, 2017.

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

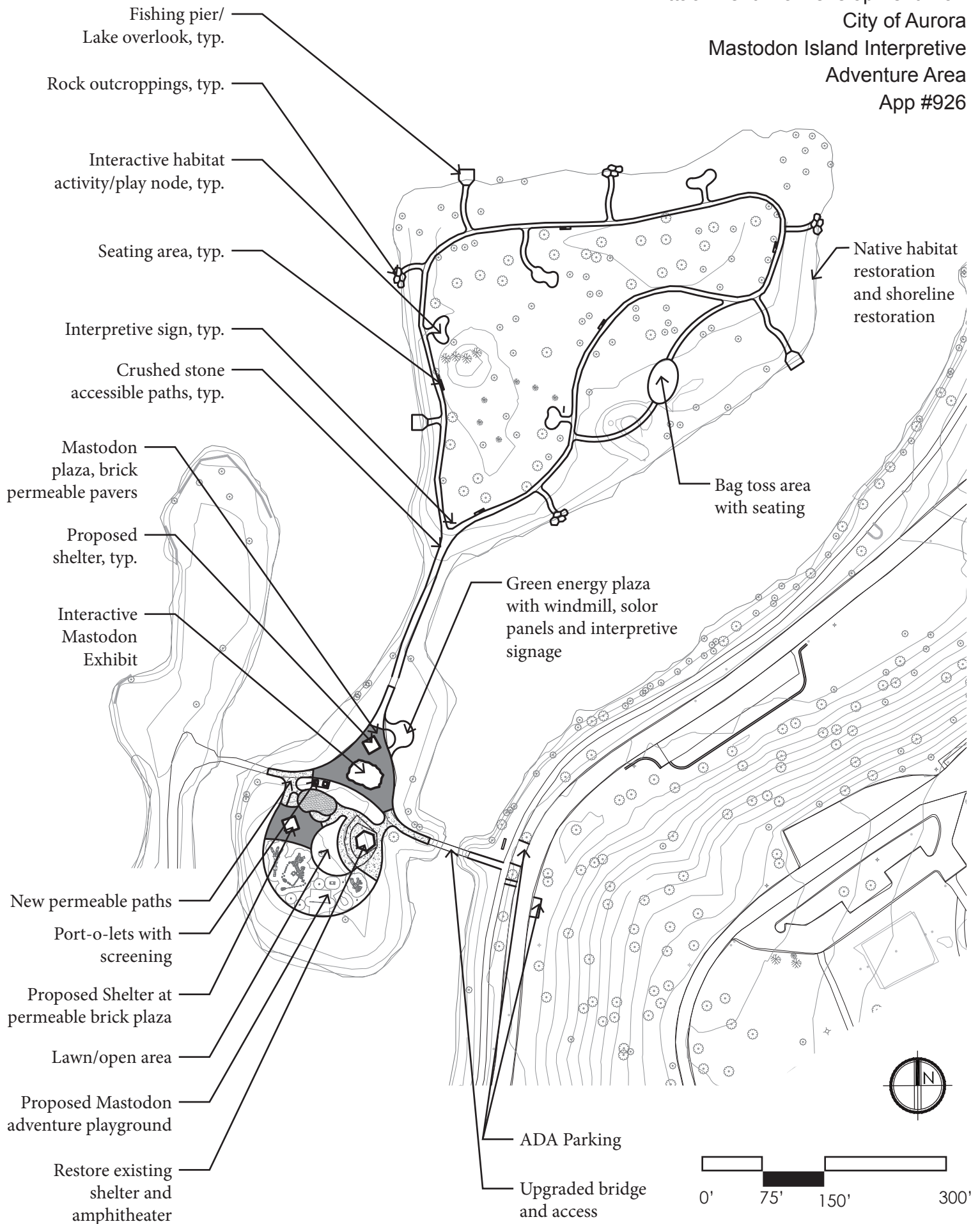
Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Comprehensive General Liability	\$ 2,000,000
Professional Liability	\$ 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.

Attachment A-3 Development Plan
 City of Aurora
 Mastodon Island Interpretive
 Adventure Area
 App #926



Fishing pier/
Lake overlook, typ.

Rock outcroppings, typ.

Interactive habitat
activity/play node, typ.

Seating area, typ.

Interpretive sign, typ.

Crushed stone
accessible paths, typ.

Mastodon
plaza, brick
permeable pavers

Proposed
shelter, typ.

Interactive
Mastodon
Exhibit

Native habitat
restoration
and shoreline
restoration

Bag toss area
with seating

Green energy plaza
with windmill, solar
panels and interpretive
signage

New permeable paths

Port-o-lets with
screening

Proposed Shelter at
permeable brick plaza

Lawn/open area

Proposed Mastodon
adventure playground

Restore existing
shelter and
amphitheater

ADA Parking

Upgraded bridge
and access

