


Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name Civiltech Engineering, Inc.
Township				Address 450 E. Devon Avenue Suite 300
County Lake County – Division of Transportation		City Itasca		
Section		State IL		
		<b>Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds</b>		

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 Aptakistic Road at the Canadian National Railroad Crossing

Route FUA 1258 Length 0.3 Mi. 135 FT (Structure No. n/a )

Termini Canadian National Railroad - Pedestrian Crossing w/ Flashing Signals and Gates

Description:

Improvements include the installation of a pedestrian connection with accompanying flashing signals and gates across the Canadian National Railroad tracks north of the Weiland Road and Aptakistic Road intersection.

**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, **Lake County Stormwater Management Commission 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.
  - 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** ~~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.

**The Total Not-to-Exceed Contract Amount shall be \$74,785**

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.

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#### **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's 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 triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

County of Lake of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

County Board

Lake County Clerk

(Seal)

By \_\_\_\_\_

Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.  
Director of Transportation/County Engineer  
Lake County

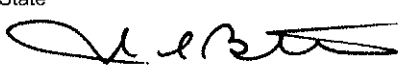
Executed by the ENGINEER:

Civiltech Engineering, Inc  
Engineering Firm  
450 E. Devon Avenue, Suite 300  
Street Address  
Itasca, IL 60143  
City, State

ATTEST:

By  \_\_\_\_\_

Title Assistant Secretary

By  \_\_\_\_\_

Title President

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

## Proposal to Furnish Professional Design Engineering Services,

Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road  
Lake County Division of Transportation | December 21, 2012

### I. PROJECT UNDERSTANDING AND APPROACH

All work will be performed in accordance with the applicable parts of the Lake County Division of Transportation (LCDOT) standards and guidelines, the Illinois Department of Transportation Bureau of Local Roads and Streets (BLRS) Manual, and any applicable portions of the Bureau of Design and Environment (BDE) Manual. In addition, all permitting will follow the requirements set forth by the Canadian National Railroad (CN/Wisconsin Central, Ltd.) and the Illinois Commerce Commission (ICC).

LCDOT received a Highway Safety Improvement Funding grant in the amount of \$250,000 for the construction of an at grade pedestrian crossing of the Wisconsin Central, Limited railroad that crosses Aptakisic Road just east of Weiland Road. The improvement involves modifications to the railroad crossing surface, the installation of pedestrian gates, and the reconstruction/construction of approximately 150 feet of sidewalk to span the crossing. Sidewalk currently approaches the crossing from the east and west, however terminates before the railroad crossing. A portion of this walk will need to be reconstructed because it partially exists outside of the right-of-way and for profile modifications. This will require obtaining two small temporary easements to permit the construction.

Any improvements to the rail crossing surface, pedestrian gates and associated construction will be performed by the railroad under agreement with the LCDOT. The exact scope of these railroad improvements will need to be identified through further coordination with the railroad. It is anticipated that the cost of the railroad improvements may exceed the amount of the grant, so we will investigate the option of completing the sidewalk and associated embankment construction as part of a separate locally let County contract while still satisfying the terms of the grant.

This spot improvement is included within the limits of Weiland Road Phase I study being led by the Village of Buffalo Grove and being completed by Civiltech Engineering, Inc. It is anticipated that a public hearing will be held in January 2013, with Design Approval anticipated from IDOT and FHWA in May 2013. Currently the project is included for construction in the Lake County Council's program over multiple years, with the earliest stage potentially being constructed in 2015 if the project moves forward into the Phase II engineering stage. Several Phase I elements have already been addressed as part of the Village's current Phase I study. These include traffic and safety analyses as well as an ultimate Intersection Design Study at Aptakisic Road and Weiland Road that encompasses the subject railroad crossing.

Since the overall Weiland Road project schedule remains uncertain and since LCDOT received this grant for the crossing, LCDOT would like to address the pedestrian rail crossing at this time. The terms of the grant will require that the funding be obligated in 2014. It will be possible to construct the crossing improvements to be compatible with the ultimate improvements depicted in the Weiland Road Phase I report. The outstanding question will be the scope of railroad improvements that are constructed as part of this spot improvement, and whether or not they will fully address the future roadway improvement, or solely this pedestrian crossing. The answer will come out of upcoming railroad and ICC coordination. It is anticipated that Lake County will file a petition with the ICC for the crossing. The outcome of the petition and ICC hearing process will outline the scope of work that will

## Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakistic Road

be completed. This is a critical step that should be initiated as soon as possible due to the extended time that this process may take. The railroad has already objected to the pedestrian gates which can be seen in the attached letter from the CN along with other comments about the project.

Although Design Approval is anticipated in May 2013 for the Weiland road project, which encompasses this pedestrian crossing, it is recommended to obtain Design Approval for this improvement independent of the roadway project for two reasons. The first reason is that there is always a chance that the Weiland Road project Design Approval will be delayed for unforeseen reasons. Secondly, IDOT BLRS has indicated that Design Approval for the crossing improvement can be obtained easily and quickly as a CE I without a report. This can likely be accomplished well in advance of May 2013, and since the project involves the acquisition of two temporary easements, this will allow the right-of-way process to begin sooner.

The implementation of this pedestrian crossing will involve several critical steps. Toward this effort, the key items of design work include the following: ICC (Petitions and Approvals), Canadian National (Permits, Agreements, and Approvals), Railroad Construction Coordination (CN Railroad Pad Extensions, Flashing Signals, and Gates), Bike Path Construction Coordination (Approach Paths, Right-Of-Entry Permits, Insurance), and Buffalo Grove / LCDOT / IDOT Coordination.

## II. SCOPE OF SERVICES PHASE II ENGINEERING

### 1. Data Collection and Early Coordination

- A. **Obtain and Review Record Data** - The Phase II Engineers will review in detail any design work completed as part of the Weiland Road Phase I engineering to ensure that the design of the proposed improvements are not in conflict. We will also review any commitments made as part of the Weiland Road Phase I work through their initial coordination efforts with IDOT, Buffalo Grove, and Township to ensure that they are followed through during our Phase II design engineering. We will obtain and review available County data including, but not limited to, traffic data, subdivision plans and plats, existing/proposed record drawings, drainage permits and reports, geotechnical reports, right-of-way data, aerial photography and contour mapping, or other existing studies, plans, and utility atlases.
- B. **Initial (Kick-Off) Meeting with the County and IDOT** - We will hold a joint meeting with LCDOT and IDOT to discuss the proposed improvements and any anticipated issues associated with the project and our design approach. We'll invite IDOT's Rail Safety & Project Engineer and Senior Railroad Engineer staff to coordinate agreement processing, permitting requirements, and to outline our project schedule.
- C. **Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing, and used for further coordination as outlined at the pre-final P, S & E stage.
- D. **Topographic Survey and Geotechnical Studies** - Obtaining full design topographic survey information along the proposed Aptakistic Road corridor was completed by Jorgensen and Associates as part of the Weiland Road project. A soils investigation was also previously completed by Midland Standard

## Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

Engineering and Testing. This task includes coordination and review of Phase I study documentation available within the proposed crossing limits

- E. **Field Review of Survey** - This item includes a review of the topographic survey and performing a “plan-in-hand” field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Preliminary Utility Company Coordination and visual observation in the field.

### 2. Preliminary Engineering

- A. **Plan Base Sheet Preparation**- We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1" = 20' and 1"=50' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.
- B. **Design Criteria & Preliminary Design Studies** - We will review the proposed sidewalk alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, preliminary cross sections and drainage requirements will be analyzed in detail by the Phase II design team.

Based on information obtained under items one through two above, we will develop relevant design criteria and standards for use in proceeding with the preliminary engineering stage of the Project. The Preliminary Engineering work will address the following:

- Documentation of Existing Conditions
- Canadian National Engineering Coordination and License Agreement
- Illinois Commerce Commission Petition, Reports, and Hearing
- Preliminary Project Cost Estimate
- Preliminary Estimate of Construction Time
- Update Project Program Information (PPI) Form
- Categorical Exclusion Class I (IDOT Coordination)

Based on the established design criteria and standards, we will prepare a technical memorandum addressing the above listed design components. Furthermore, we anticipate the development of various design Exhibits for inclusion in the technical memorandum. A preliminary memorandum will be submitted to the County for review and comment. We anticipate meeting with the County to discuss any review comments and design issues prior to finalizing the report. IDOT BLRS has indicated that this project will be classified as Categorical exclusion Class I, without a Project development Report.

### 3. Pre-Final (90%) Plans, Special Provisions and Estimates

- A. **Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the County's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the applicable sections of the BLRS manual, any applicable sections of the BDE manual, and applicable IDOT Standards and in accordance with current County standards and practices. We anticipate that the contract plans will contain the following drawings:

## Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

Cover Sheet and Index of Sheets (1 sheet)  
General Notes (1 sheet)  
Summary of Quantities (1 sheet)  
Erosion Control and Landscaping (1"=20") (1 sheet)  
Path Plan and Profile (1"=20') (1 sheet)  
Cross Sections (1"=10'H: 1"=5'V) (2 sheets)  
Project Specific Construction Details (2 sheets)  
LCDOT and IDOT Standard Construction Details (1 sheet)

We estimate that the contract plans will contain a total of **10** sheets.

The cross sections will be prepared at 25-foot intervals from the beginning of project to the end of project limits. Half width cross sections will be prepared and will be in accordance with Lake County Division of Transportation Plan Preparation Guidelines.

The pre-final contract documents will be submitted to the County, CN, and the ICC for their coordination with planned improvements along Aptakisic Road. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings. Utility plan submittals will be coordinated with Lake County's Utility Coordinator.

- B. Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable County special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.
- C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.
- D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.
- E. Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.



## Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

- F. **Pre-Final Project Review Meeting with LCDOT** – If necessary, a project review meeting will be held with the County to address design issues and plan comments generated from the pre-final contract document review.
- G. **Pre-Final Project Review Meeting with IDOT** - If necessary, a project review meeting will be held with the County and IDOT to address any design coordination issues and plan comments that may affect the Weiland Road Phase I study being led by the Village of Buffalo Grove and being completed by Civiltech Engineering, Inc.

### 4. Final (100%) Plans, Special Provisions and Estimates

- A. **Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the County, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files in LCDOT format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

LCDOT will be responsible for letting the project. Therefore, we will provide LCDOT with final plans and bid documents to satisfy their 2013 letting schedule and guidelines, as well as the number of full and reduced size copies requested. We will also submit the contract plans to the various utility companies, to the ICC, and to the CN Railroad for permit issuance.

- B. **Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.
- C. **Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.
- D. **Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the County to assist in the completion of any joint agreements for construction.
- E. **Final QA/QC Review** - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

### 5. Project Administration, Coordination and Permits

- A. **Project Administration** - This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.
- B. **Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. Specifically, IDOT for their coordination with planned improvements along Aptakisic Road.
- C. **Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that

## Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. It is anticipated that utility relocation work will be necessary to construct the proposed roadway improvements.

Based on the amount and complexity of the required utility relocation, it may be necessary to have periodic coordination meetings with the utility companies. We have included hours to meet four times with the utility companies. In addition, we will review the permit submittals from the utility companies to ensure that all of the conflicts have been resolved and that the plans are compatible with the proposed construction.

- D. ICC Petition, CN Railroad Agreements, Permitting, and Report Documentation** - This project will require an ICC Petition be submitted. It is our understanding that Lake County Division of Transportation or its representative agents will file the formal petition on behalf of the highway authority to the ICC. The petition should state the location of the crossing, improvements desired, and financial assistance being used.

Upon receipt and review of the petition, the ICC will send out a notice of the date, time, and place of the hearing to all parties. The hearing is conducted in a similar manner to that of a court trial, but on a more informal basis. During the course of this hearing, each party will have the opportunity to express their concerns regarding the safety of the improvement. We will be prepared to assist the County with expert testimony and evidence relative to the physical characteristics of the crossing and bike path improvements.

After the hearing, the ICC issues an Order based upon findings made from evidence presented and includes a description of the work to be performed, the responsible parties, the division of cost, and the date by which the work should be completed. It is to be anticipated that the CN will contest the case, on principal, based upon safety concerns. However, we do anticipate a favorable Order to be issued. It can be a relatively quick process should no issues arise and be completed within a 4-5 month timeframe.

Once the ICC Order has been issued, we will work with the County to finalize the necessary railroad agreements and right of entry permission for the sidewalk construction within the railroad right-of-way.

- E. Bidding Assistance** - We will review any questions received from contractors during the bidding process and provide any necessary responses to clarify the documents.
- F. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at the LCDOT to answer any questions regarding the design and contract documents. We will also provide responses to any questions from contractors during the construction process, if necessary.

### III. FEE CALCULATION

In order to calculate our “not-to-exceed” fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and our IDOT approved multiplier based on CPFF Method 1 (BLR 05610) to include overhead and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following “not-to-exceed” fees for the Phase II Professional Engineering Services fees:

Phase II Engineering (labor):	\$19,576
Phase II Engineering (overhead):	\$55,399
Phase II Engineering (direct costs):	<u>\$19,387</u>
	\$74,785



Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

**Cost Estimate of Consultant Services**

	Personnel & Hours						Total Hours	% of Hours	Labor Cost	
	Director of Design Services	Project Manager	Project Engineer	Design Engineer II	Sr. Design Technician	QC/QA Engineer				
<b>1 Data Collection and Early Coordination</b>	4	13	15	12	2	0	46	8.9%	\$1,779.75	
<b>2 Preliminary (65%) Engineering</b>	4	6	10	16	16	0	52	10.1%	\$1,798.50	
<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>	13	33	51	52	46	4	199	38.6%	\$7,125.75	
<b>4 Final (100%) Plans, Special Provisions and Estimates</b>	9	11	14	14	11	6	65	12.6%	\$2,568.25	
<b>5 Project Administration, Coordination and Permits</b>	22	53	36	20	22	0	153	29.7%	\$6,303.25	
<b>Total Cost</b>									\$19,576	
<b>Multiplier*</b>	2.83									
<b>Direct Costs and Sub Consultant Expense (See attached calculation)</b>	\$19,387									
	<b>Total Engineering Cost:</b>						<b>515</b>	<b>100.0%</b>	<b>\$74,785</b>	

\*Multiplier  
 1/(Direct Labor)+OH + 0.145\*(1+OH)  
 IDOT Approved OH Rate = 147.53%



Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

Manhours

Task No.	Task	Personnel & Hours						Total Hours	% of Hours
		Director of Design Services	Project Manager	Project Engineer	Design Engineer II	Sr. Design Technician	QC/QA Engineer		
1	<b>Data Collection and Early Coordination</b>								
	A. Obtain/Update and Review Record Data	1	2	2	2			7	15.2%
	B. Initial Meeting with County and IDOT	3	3	4				10	21.7%
	C. Preliminary Utility Company Coordination		1	1	2			4	8.7%
	D. Topographic Survey and Geotechnical Studies (project coordination and review only)		1	2	2	2		7	15.2%
	F. Field Review of Survey		6	6	6			18	39.1%
	<b>Sub-total Item 1</b>	<b>4</b>	<b>13</b>	<b>15</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>46</b>	<b>100.0%</b>
2	<b>Preliminary (65%) Engineering</b>								
	A. Plan Base Sheet Preparation	4	2	2	4	8		16	30.8%
	B. Design Criteria & Preliminary Design Studies	4	4	8	12	8		36	69.2%
	<b>Sub-total Item 2</b>	<b>4</b>	<b>6</b>	<b>10</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>52</b>	<b>100.0%</b>
3	<b>Pre-Final (90%) Plans, Special Provisions and Estimates</b>								
	A. Pre-Final Plans								
	Cover Sheet and Index of Sheets (1 sheet)			2	2	2		6	3.0%
	General Notes (1 sheet)			2	2	2		6	3.0%
	Summary of Quantities (1 sheets)		2	2	2	4		10	5.0%
	Erosion Control and Landscaping (1"=20')(1 sheet)		2	4	4	6		16	8.0%
	Path Plan and Profile (1"=20')(1 sheet)		6	12	12	8		34	17.1%
	Cross Sections (1"=10H; 1"=5V) (2 sheets)		4	6	10	12		32	16.1%
	Project Specific Construction Details (2 sheets)		1	2	2	4		9	4.5%
	LCDOT and IDOT Standard Construction Details (1 sheet)		2	2	2	2		8	4.0%
	B. Pre-Final Special Provisions		4	8	8	6		25	12.6%
	C. Pre-Final Quantity Calculations		1	6	6	2		8	3.0%
	D. Pre-Final Estimate of Cost and Construction Time		1	1	2			4	4.0%
	E. Pre-Final QA/QC Review		2	3				5	3.5%
	F. Pre-Final Project Review Meeting with LCDOT		3	4				7	5.0%
	G. Pre-Final Project Review Meeting with IDOT ( for project coordination w/ Ph. Weiland Road only)		3	4				7	5.0%
	<b>Subtotal Item 3</b>	<b>13</b>	<b>33</b>	<b>51</b>	<b>52</b>	<b>46</b>	<b>4</b>	<b>199</b>	<b>100.0%</b>
4	<b>Final (100%) Plans, Special Provisions and Estimates</b>								
	A. Final Plans		6	8	8	8		32	49.2%
	B. Final Special Provisions		2	2	2	2		8	9.2%
	C. Final Quantity Calculations		1	2	3	3		9	13.5%
	D. Final Estimate of Cost and Construction Time		1	1	1			3	4.6%
	E. Final QA/QC Review		6	1	1			8	11.5%
	<b>Sub-total Item 4</b>	<b>9</b>	<b>11</b>	<b>14</b>	<b>14</b>	<b>11</b>	<b>6</b>	<b>65</b>	<b>100.0%</b>
5	<b>Project Administration, Coordination and Permits</b>								
	A. Project Administration		4	12				16	10.5%
	B. Project Submittals		2	4	6	6		24	15.7%
	C. Utility Company Coordination		4	4	4	4		16	10.5%
	D. ICC Petition, CN Railroad Agreements, Permitting, and Report Documentation		8	8	8	8		32	20.5%
	Petition Filing (by County) - Expert Testimony and Assistance		2	8	8	4		22	14.0%
	CN Railroad Agreements (by County) - Exhibits, Documents, and Assistance		1	2	2	2		7	4.6%
	ICC /CN Permitting and Approvals - Right-of-Entry, Insurance, Licensure		2	8	12	4		30	19.0%
	Railroad Crossing Report and Documentation		4	4	4			16	10.5%
	E. Bidding Assistance		3	3	3			9	5.8%
	F. Pre-Construction Meeting Attendance		22	53	36	20		134	86.0%
	<b>Sub-total Item 5</b>	<b>22</b>	<b>53</b>	<b>36</b>	<b>20</b>	<b>22</b>	<b>0</b>	<b>153</b>	<b>100.0%</b>
	<b>Total Hours:</b>	<b>52</b>	<b>116</b>	<b>126</b>	<b>114</b>	<b>97</b>	<b>10</b>	<b>515</b>	
	<b>% of Hours:</b>	<b>10.1%</b>	<b>22.5%</b>	<b>24.5%</b>	<b>22.1%</b>	<b>18.8%</b>	<b>1.9%</b>	<b>100.0%</b>	

Canadian National Railroad Pedestrian Crossing; Weiland Road at Aptakisic Road

Direct Costs

<b>DIRECT COSTS</b>	
<b>ITEM 1 - Printing</b>	
<i>Pre-Final Plans</i>	
LCDOT 1 set X 10 sheets/set X \$0.60/sheet (Full size)	\$6.00
LCDOT 3 sets X 10 sheets/set X \$0.15/sheet (Half size)	\$4.50
ICC/Railroad 2 sets X 10 sheets/set X \$0.15/sheet (Half size)	\$3.00
Utility Co's 12 sets X 10 sheets/set X \$0.60/sheet (Full size)	\$72.00
<i>Pre-Final Specification Books</i>	
LCDOT 3 books X \$25/book	\$75.00
IDOT 4 books X \$25/book	\$100.00
<i>Final Plans</i>	
LCDOT 1 set X 10 sheets/set X \$0.60/sheet (Full size)	\$6.00
LCDOT 3 sets X 10 sheets/set X \$0.15/sheet (Half size)	\$4.50
ICC/Railroad 2 sets X 10 sheets/set X \$0.15/sheet (Half size)	\$3.00
Utility Co's 12 sets X 10 sheets/set X \$0.60/sheet (Full size)	\$72.00
<i>Final Specification Books</i>	
LCDOT 3 books X \$25/book	\$75.00
ICC/Railroad 2 books X \$25/book	\$50.00
<b>Total Item 1</b>	<b>\$471.00</b>
<b>ITEM 2 - Shipping</b>	
10 overnight shipping items X \$15/each	
<b>Total Item 2</b>	<b>\$150.00</b>
<b>ITEM 3 - Vehicle Expense</b>	
Mileage	
<b>Total Item 3</b>	<b>\$300.00</b>
<b>ITEM 4 - Right of Way Documents - Jorgensen and Associates</b>	
2 Temporary Easements (See attached Proposal)	
<b>Total Item 4</b>	<b>\$9,765.80</b>
<b>ITEM 5 - Appraisals (David W. White)</b>	
Assumes Waiver Appraisals for the 2 T.E.'s	
<b>Total Item 5</b>	<b>\$3,600.00</b>
<b>ITEM 6 - Negotiations (Santacruz Associates)</b>	
2 parcels (See attached Proposal)	
<b>Total Item 6</b>	<b>\$5,100.00</b>
<b>Total Direct Costs:</b>	<b>\$19,386.80</b>



**JORGENSEN & ASSOCIATES, INC.**  
**CONSTRUCTION and LAND SURVEYORS**  
*Est. 1990*

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December 3, 2012

Mr. Jonathan R. Vana, P.E.  
Civiltech Engineering, Inc.  
450 East Devon Avenue  
Suite 300  
Itasca, Illinois 60143

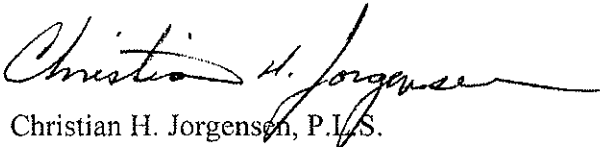
Re: Aptakisic Road Survey Proposal

Dear Mr. Vana:

Enclosed, please find our proposal to prepare a statutory plat of highways with legal descriptions for the referenced project.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.



Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Civilted\Lake\Aptakisic Rd\L.TR

Route: Aptakistic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Exhibit "A"**

Hourly Rate Range - Consultant's Regular Staff

<u>Classification</u>	<u>From</u>	<u>To</u>
Principal, Manager, P.L.S.	40.00	42.00
Supervisor, Project Surveyor	38.00	40.00
Cadd Supervisor, Survey Party Chief, S.I.T., Survey Party Chief	21.50	28.50
Instrument Operator, Cadd Operator, assignable Clerical and Secretarial Labor	14.00	20.00



Route: Aptakistic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Exhibit "B"**

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.71%
State Unemployment Compensation _____	1.81%
Federal Unemployment Compensation _____	0.16%
Workmen's Compensation Insurance _____	1.88%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	12.20%
Bonus _____	5.05%
Pension _____	0.87%
Group Insurance _____	<u>36.25%</u>
Total Payroll Burden & Fringe Costs	69.93%

Route: Aptakisic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Exhibit "C"**

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.70%
Depreciation _____	14.08%
Indirect wages and salaries _____	42.12%
Reproductive and printing costs _____	0.19%
Office Supplies _____	3.93%
Computer Costs _____	1.27%
Professional Fees _____	1.64%
Telephone _____	2.06%
Fees, license & dues _____	1.14%
Repairs and maintenance _____	0.50%
Business space rent _____	5.37%
Facilities - capital _____	0.88%
Travel - Meals _____	0.09%
Survey Supplies _____	3.02%
Automobile/travel expense _____	5.39%
Equipment Rental _____	1.00%
Miscellaneous Expense _____	0.70%
State Income Tax _____	0.50%
Postage _____	0.24%
Educational & Professional Registrations _____	<u>0.96%</u>
Total Overhead	89.78%

Route: Aptakistic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Exhibit "D"**

Classification Types & Rates

Sheet 1 of 2

- A. Principal/Officer
- B. Supervisor, P.L.S.
- C. Survey Party Chief, S.I.T.
- D. Instrument Operator
- E. Cadd Supervisor
- F. Secretarial

Classification Rates used for Calculation of Fee

<b>A. Principal/Officer .....</b>	<b>\$ 42.00</b>
<b>B. Supervisor, P.L.S. ....</b>	<b>\$ 40.00</b>
<b>C. Survey Party Chief, S.I.T. ....</b>	<b>\$ 22.00</b>
<b>D. Instrument Operator .....</b>	<b>\$ 18.25</b>
<b>E. Cadd Supervisor .....</b>	<b>\$ 27.50</b>
<b>F. Secretarial .....</b>	<b>\$ 17.75</b>

Route: Aptakistic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Exhibit "D"**

Average Hourly Rate Calculation

Sheet 2 of 2

Principal/Officer	2 hours @ \$42.00/hour =	\$ 84.00
Supervisor, P.L.S.	20 hours @ \$40.00/hour =	\$ 800.00
Survey Party Chief, S.I.T.	24 hours @ \$22.00/hour =	\$ 528.00
Instrument Operator	24 hours @ \$18.25/hour =	\$ 438.00
Cadd Supervisor	41 hours @ \$27.50/hour =	\$ 1,127.50
Secretarial	<u>3 hours @ \$17.75/hour =</u>	<u>\$ 53.25</u>
	114 hours	\$ 3,030.75

$$\text{Average Hourly Rate} = \frac{\$3,030.75}{114} = \$26.59/\text{hour}$$

Route: Aptakasic Road  
 Section: @ Canadian National Railway  
 Project:  
 County: Lake  
 Job No.:

COST ESTIMATE OF CONSULTANT'S SERVICES

Consultant: Jorgensen & Associates, Inc.  
 Date: December 3, 2012  
 No. of Parcels: 2  
 Cost Plus Fixed Fee = 14.5% [(2.3 + R)DL + R)DL + IHDC]

Item	Number of Man Hours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-house Direct Costs (D)	Sub-Total (E)	Profit (F)	Services By Others	Total	Percent of Grand Total
1) Pre-Survey Phase	1	\$27.50	\$43.92	\$0.00	\$71.42	\$9.17	\$640.00	\$720.59	7.38%
2) Survey Reconnaissance	4	\$80.50	\$128.57	\$0.00	\$209.07	\$26.85	N/A	\$235.91	2.42%
3) Project Survey Plan	1	\$27.50	\$43.92	\$0.00	\$71.42	\$9.17	N/A	\$80.59	0.83%
4) First Submittal Plat of Highways and Descriptions	33	\$932.50	\$1,489.30	\$20.00	\$2,441.80	\$313.89	N/A	\$2,755.68	28.22%
5) Survey (Field)	44	\$885.50	\$1,414.23	\$66.00	\$2,365.73	\$304.88	N/A	\$2,670.62	27.35%
6) Survey (Office)	9	\$335.00	\$535.03	\$0.00	\$870.03	\$111.72	N/A	\$981.75	10.05%
7) Final Submittal Plat of Highways and Descriptions	9	\$243.25	\$388.49	\$88.50	\$720.24	\$93.96	N/A	\$814.20	8.34%
8) Coordination Meetings	2	\$84.00	\$134.16	\$38.50	\$256.66	\$33.60	N/A	\$290.25	2.97%
9) QC/QA	11	\$415.00	\$662.80	\$0.00	\$1,077.80	\$138.40	N/A	\$1,216.20	12.45%
TOTALS	114	\$3,030.75	\$4,840.41	\$213.00	\$8,084.16	\$1,041.64	\$640.00	\$9,765.80	100.00%

Route: Aptakistic Road  
 Section: @ Canadian National Railway  
 County: Lake  
 Job No.:

**Manhour Breakdown  
 Land Acquisition Estimate**

Length of Project

Aptakistic Road	<u>+ 1,000'</u> = <u>+ 0.189 mile</u>
Total Length	<u>± 1,000'</u> = <u>± 0.189 mile</u>

2 Parcels: 2 Temporary Easements

- |    |                            |   |                              |
|----|----------------------------|---|------------------------------|
| 1. | Pre-Survey Phase           |   |                              |
|    | Research available records |   |                              |
|    | a. Title Co.               | ) |                              |
|    |                            | ) |                              |
|    | b. Recorder's Office       | ) |                              |
|    |                            | ) |                              |
|    | c. I.D.O.T.                | ) |                              |
|    |                            | ) |                              |
|    | d. Utilities               | ) |                              |
|    |                            | ) |                              |
|    | e. Private Surveyors       | ) |                              |
|    |                            | ) |                              |
|    | f. Land Owners             | ) | <u>1 MH</u>                  |
|    |                            |   | Sub-total Item # 1      1 MH |
| 2. | Reconnaissance Survey      |   |                              |
|    | 2 hours x 2 men =          |   | 4 MH                         |

3.	Project Survey Plan		<u>± 2,640'</u> /sheet-1 sheet	
	a.	Alignment info	)	
			)	
	b.	Existing R.O.W. info	)	
			)	
	c.	Land line data	)	
	d.	Subdivision data	)	1.0 hr./sht. x 1 = <u>1 MH</u>
				Sub-total Item #3 1 MH
4.	First Submittal Plat of Highways & Descriptions			
	a.	Ownership info	)	
			)	
	b.	Total holding boundaries	)	
			)	
	c.	Total holding area listing	)	1 MH
			)	
	d.	Private survey info	)	
			)	
	e.	Deed calculated closures	)	
	f.	Layout and drafting	<u>± 500'</u> /sht. <u>± 2 sheets</u>	
		26 hours x 1 man =		26 MH
		Alignment & Tie sheets	2 hours/sheet x 1 =	2 MH
		Total Holding sheets	3 hours/sheet x 1 =	3 MH
	g.	Legal descriptions	2 descriptions	<u>1 MH</u>
				Sub-total Item #4 33 MH

5.	Survey (Field)		
a.	Monument center line alignments at 100 foot intervals Aptakisic Road - 1,000' - 4 hrs. x 2 men =		8 MH
b.	Reference center line alignments 2 hours x 2 men =		4 MH
c.	Measure existing property & section lines 8 hours x 2 men =		16 MH
d.	Appraisal topography 8 hours x 2 men =		<u>16 MH</u>
		Sub-total Item #5	44 MH
6.	Survey (Office)		
a.	Compute traverse 1 hour x 1 man =		1 MH
b.	Compute existing property & section lines 4 hours x 1 man =		4 MH
c.	Compile appraisal topography 2 hours x 1 man =		2 MH
d.	Compute center line alignments 1 hour x 1 man =		1 MH
e.	Compute proposed temporary easements 1 hour x 1 man =		<u>1 MH</u>
		Sub-total Item #6	9 MH



7.	Final Submittal Plat of Highways & Descriptions	
	a. Final drafting $\pm$ 4 sheets 2 hours x 1 man =	2 MH
	b. Final descriptions 2 descriptions	1 MH
	c. Prepare & record Monument Records 1 Monument Record @ 3 hours each =	3 MH
	d. Assembly of final papers	<u>3 MH</u>
		Sub-total Item #7 9 MH
8.	Coordination Meetings	
	1 meeting @ 2 hours =	2 MH
9.	QC/QA	
	a. Check preliminary plats 4 sheets	8 MH
	b. Check preliminary legal descriptions 2 legal descriptions	1 MH
	c. Check final plats 4 sheets	1 MH
	d. Check final legal descriptions 2 legal descriptions	<u>1 MH</u>
		Total All Items 114 MH

(4)

Route: Aptakisic Road  
 Section: @ Canadian National Railway  
 County: Lake  
 Job No.:

**Manhour Breakdown By Item**

<u>Item</u>	<u>Classification</u>	<u>Manhours</u>
1) Pre-Survey	Cadd Supervisor	1
2) Survey Reconnaissance	Survey Party Chief, S.I.T. Instrument Operator	2 2
3) Project Survey Plan	Cadd Supervisor	1
4) First Submittal Plat of Highways & Descriptions	Supervisor, P.L.S. Cadd Supervisor	2 31
5) Survey (Field)	Survey Party Chief, S.I.T. Instrument Operator	22 22
6) Survey (Office)	Supervisor, P.L.S. Cadd Supervisor	7 2
7) Final Submittal Plat of Highway & Descriptions	Supervisor, P.L.S. Cadd Supervisor Secretarial	2 4 3
8) Coordination Meetings	Principal/Officer	2
9) QC/QA	Surveyor, P.L.S. Cadd Supervisor	9 2

Route: Aptakisic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

4. First Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars  
4 sheets @ \$5.00/sheet = \$ 20.00

5. Survey (Field)

a. Trips to project site - 3 ea.  
 $\pm 40$  miles/trip x 3 trips =  $\pm 120$  miles  
 $\pm 120$  miles @ \$0.55/mile = \$ 66.00

7. Final Submittal Plat of Highways & Descriptions

a. Trips to Recorder's office - 1 ea.  
 $\pm 30$  miles/trip x 1 trip =  $\pm 30$  miles  
 $\pm 30$  miles @ \$0.55/mile = \$ 16.50

b. Record Monuments  
1 Monument Record @ \$39 each = \$ 39.00

c. Deliver Final Papers to I.D.O.T.  
 $\pm 60$  miles/trip x 1 trip =  $\pm 60$  miles  
 $\pm 60$  miles @ \$0.55/mile = \$ 33.00

Sub-total Item #7 \$ 88.50

8. Coordination Meetings

a. Meetings at Civiltech's office – 1 ea.  
 $\pm 70$  miles/trip x 1 trip =  $\pm 70$  miles  
 $\pm 70$  miles @ \$0.55/mile = \$ 38.50

Total All Items \$ 213.00

Route: Aptakistic Road  
Section: @ Canadian National Railway  
County: Lake  
Job No.:

**Breakdown of  
Services By Others**

Item

1. Pre-Survey Phase

- a. Commitment for Title Insurance Letters  
2 Commitments @ \$320.00 each = \$ 640.00

# PROPOSAL FOR LAND ACQUISITION SERVICES

Civiltech Engineering Inc.

---

Lake County  
Division of Transportation



CN Railway  
Pedestrian Crossing  
(Aptakisic Road at Weiland Road)

Santacruz Associates

2650 Valor Drive  
Glenview, IL 60026  
847.251.5800

# 1

## EXECUTIVE SUMMARY

---

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Lake County Division of Transportation, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWA policies.

### CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

**Santacruz Associates is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.**

Santacruz Associates will work with the staff for the LPA and Civiltech Engineering Inc. (“Consultant”) to develop a land acquisition plan for the pedestrian crossing at the CN Railway along Aptakisic Road east of Wieland Road in Buffalo Grove, Illinois (the “Project”) to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

These efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

### **CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS**

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, we will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, we will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. We possess that knowledge and have experience providing "expert witness" testimony in these matters.

**We are skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.**

### **CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS**

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

#### **WHY SANTACRUZ ASSOCIATES?**

As you review our proposal, you will see that Santacruz Associates has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

**We provide extensive experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.**

#### **ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION**

Santacruz Associates is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.





# 2

## TECHNICAL APPROACH

---

Santacruz Associates shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Associates will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Associates agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Associates helping us help you keep your projects on-time and within budget.**

### **LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"**

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#### **Task 1: Notice to Proceed**

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

#### **Task 2: Kick-off Meeting**

Santacruz Associates will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

### **Task 3: Delivery and Review of Project Information**

The LPA or Consultant will provide Santacruz Associates with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

### **Task 4: Negotiation and Acquisition**

All negotiations and acquisition services shall be provided by Santacruz Associates after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Associates will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Associates will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the Authority. Santacruz Associates will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Associates is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Associates will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general

statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Associates and a representative of the LPA.

Santacruz Associates will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Associates is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Associates will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Associates will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Associates will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Associates for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Associates will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz

Associates will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Associates.

Upon successful negotiations with the property owner, Santacruz Associates will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Associates will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Associates, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Associates shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, we shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

## **PERSONNEL**

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The experienced and talented team of right of way professionals at Santacruz Associates will be led by J. Steve Santacruz. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Associates include Robin Weber, a real estate paralegal with over twenty years experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, an negotiator working towards approval as a District 1 fee negotiator.

## **PRIOR EXPERIENCE**

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Santacruz Associates was founded in 1992 and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Associates has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

We bring an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects.

**Santacruz Associates has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.**

# 3

## EXHIBITS

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### a. Pricing Schedule

# Compensation for Services

## Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,300.00
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## Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
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Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
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## Title Services (if applicable)

Later date commitment	\$50.00
+ Administrative fee	\$25.00

Title insurance policies	\$75.00
+ Additional costs of	\$3.50 per thousand
+ Administrative fee	\$25.00

Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00

Copies of recorded documents – In addition to actual copying costs	
+ Research fee	\$50.00
+ Administrative fee	\$25.00