


Municipality Lake	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Jay Chiglo
Township Avon				Address 8550 W Brvn Mawr Ave. Suite 900
County Lake County				City Chicago
Section 08-00104-08-CH				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. 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

Nam Fairfield Road Throughway Improvements at IL 134 - Phase II – FAU 186 (IL Route 134) and FAU 191(Fairfield Rd)

Rout Fairfield Rd/IL134 Length 1.5 miles Mi. 6800 feet FT (Structure No. N/A )

Termini Approximately 2200 feet north and south of IL 134 and 1200 feet east and west of Fairfield Road from the intersection

**Description:**

The Fairfield Road Throughway Improvements involves capacity improvements at the intersection of IL 134 and Fairfield Road including an at-grade crossing with the Metra Milwaukee District North. The work includes the development of plans, specifications and estimates for improvements in the Villages of Round Lake and Round Lake Beach in accordance with the Lake County Division of Transportation Plan Preparation Guidelines (11/2002).

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - 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 five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate 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.

Note: Four copies to be submitted to the Regional Engineer

- 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.
- (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 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 he will perform such work without expense to the LA, even though final payment has been received by him. He 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 him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods 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 Under \$50,000	Percentage Fees	(see note)
		%
		%
		%
		%
		%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 174.4 percent to cover profit, overhead and readiness to serve - "actual cost" being 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 his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"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.

Total not to exceed contract amount shall be \$1,261,030.71 with 10% retainage.

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 paragraphs 1a through 1g under 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 paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 174.4 percent incurred up to the time he 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 174.4 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 his 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 his 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 he/she 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 he/she 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 quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Lake County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Clerk

(Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

Executed by the ENGINEER:

HDR Engineering, Inc.

ATTEST:

By Aniko Filo 

Title Project Controller



By Patrick J. Pechnick

Title Vice President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

**Fairfield Road Throughway Improvements – Scope of Work**  
**February 18, 2011**

The Fairfield Road Throughway Improvements involves capacity improvements at the intersection of IL 134 and Fairfield Road including an at-grade crossing with the Metra Milwaukee District North. The work includes the development of plans, specifications and estimates for improvements in the Villages of Round Lake and Round Lake Beach in accordance with the Lake County Division of Transportation Plan Preparation Guidelines (11/2002). This project will comply with the Federal Aid guidelines, as federal funding is anticipated. The Phase II scope of work will include the following tasks, all plans will be 22"x34", and design elements will be completed in MicroStation V8 and Geopak. Project limits will be per the approved Project Development Report. Assumes ½ size plan set submittals with 1 full size paper set submittal (with mylar cover sheet) for final submittal. If locally let, final plans will be submitted in .pdf format as per LCDOT Bid Package Format and Submittal (dated 8/24/2009). LCDOT survey procedures will be followed.

**1.0 Cover Sheet**

The Cover Sheet will be LCDOT standard signed and sealed by HDR, IDOT and the county, no other signatures are required.

Task 1 Deliverables: One Mylar copy of this sheet, 8 hours

**2.0 General Notes and Summary of Quantities**

The General Notes will include Utility points of contact, Village points of contact, standard notes from the County and the Villages of Round Lake and Round Lake Beach. Summary of Quantities shall include the Pay Item Number, the IDOT Code Number/LCDOT Code Number, Quantity, Unit and Item name as it appears on the IDOT Coded Pay Item List.

Task 2 Deliverables: General Notes, two sheets, Summary of Quantities, two sheets, Index of sheets, 5 sheets total @ 16 hours/sheet, 80 hours total

**3.0 Quantity Schedules**

Schedules shall be provided for all pay items except contingency quantities, and lump sum items. HDR estimates 300 pay items with quantities at 1.0 hours/quantity.

Task 3 Deliverables: Quantity Schedules, 20 sheets @ 12 hours/sheet, 300 hours for quantities for a total of 540 hours.

**4.0 Alignment and Ties**

Alignment and tie sheets will be provided with all appropriate survey information.

Task 4 Deliverables: Alignment and Ties, 2 sheets, 32 hours

### **5.0 Typical Sections**

A total of 16 existing/proposed typical sections will be created for Fairfield Rd. and IL 134 Rd.

Task 5 Deliverables: 16 Typical Sections, 8 hours per typical, 128 hours.

### **6.0 Temporary Erosion Control and Grading**

An erosion control and grading plan will be provided. Items to be included in the plan:

- ◆ A map showing drainage basins in Lake County with affected basins shaded in.
- ◆ Separate erosion control plans will be developed for each stage.
- ◆ General notes, required staging notes, applicable standards and other specific requirements.
- ◆ A legend indicating the quantity for each erosion control item.
- ◆ A plan showing the limits of construction, drainage divides, drainage direction and erosion control features.
- ◆ A note in the title stating how much land is disturbed and if NPDES applies.
- ◆ HDR will examine project staging to minimize disturbed area in order to try to keep this below 20 acres.

Task 6 Deliverables: Temporary Erosion Control and Grading Plans at 50 scale (full size), 4 stages @ 8 sheets per stage @ 16 hours/sheet, Temporary Erosion Control Notes 1 sheet @ 20 hours per sheet, 532 hours total.

### **7.0 Traffic Control Plan**

The Traffic Control Plan will include an efficient strategy to construct the Intersection under traffic while minimizing operational impacts, business impacts, and pedestrian conflicts. The plan will include:

- ◆ General notes listing all applicable IDOT and LCDOT standards.
- ◆ Plans showing the existing pavement, any widening or reconstruction, any pavement cuts required for drainage or utilities and the limits of construction.
- ◆ Permanent sign locations and the posted speed zones.
- ◆ Staging information.

4 major stages, 8 sheets per stage at 50 scale full size, 4 sheets for Traffic control typicals and 2 sheets for traffic control notes.

Task 7 Deliverables: Traffic Control Plans with four stages @ 8 sheets/stage @ 24 hours per sheet, Traffic Control General Notes 2 sheets @ 24 hours/sheet, 4 sheets of traffic control typicals @ 16 hours/sheet, and 4 sheets of traffic control details @ 16 hours per sheet, 944 total hours.

### **8.0 Plan and Profile Sheets**

Plan sheets will be developed and submitted at a 1" = 20' scale, 600 feet per sheet. It is assumed 12 sheets will be needed. All proposed work will be superimposed over existing topo. All geometrics improvements will be shown on these sheets; 6 sheets for Fairfield, 6 sheets for IL 134

Task 8 Deliverables: Plan and Profiles at 1"=20', 12 sheets, 40 hours per sheet, 480 hours.

**9.0 Cross Sections**

Cross Section sheets will be developed and submitted at a 1" = 5' scale for horizontal and 1" = 5" vertical. 6400 ft with cross sections every 50 feet = 128 cross sections and 50 driveways or side roads. 3 sections per sheet = 60 sheets. Cross sections will show staging breaklines and temporary cuts/fills, as well as all information presented in the LCDOT Plan Preparation Guidelines under the heading "Cross Sections".

Task 9 Deliverables: 178 cross sections, 3 hours per cross section, 534 hours.

**10.0 Storm Sewer Plan and Profile Sheets**

Plan sheets will be developed and submitted at a 1" = 20' scale, 600 feet per sheet. It is assumed 12 sheets will be needed. All proposed work will be superimposed over existing topo. All drainage improvements will be shown on these sheets. 6 sheets for Fairfield, 6 sheets for IL 134

Task 10 Deliverables: Storm Sewer Plan and Profiles at 1"=20', 12 sheets, 40 hours per sheet, Storm sewer calculations – 120 hours, 600 total hours.

**11.0 Removal Sheets**

Removal sheets will be developed and submitted at a 1" = 20' scale, 600 feet per sheet. It is assumed 12 sheets will be needed. All roadway and storm sewer removals will be shown on these sheets. 6 sheets for Fairfield, 6 sheets for IL 134

Task 11 Deliverables: Removal Sheets at 1"=20', 12 sheets, 24 hours per sheet, 288 hours.

**12.0 Traffic Signal Plans**

Temporary Signal Design, Geometric Plan and Signal Layout Sheet, Cable Plan, Sequence of Operation and Schedule of Quantities, Mast Arm Mounted Sign Detail.

Task 12 Deliverables: Traffic Signal Plans, 180 Hours, Temporary signal plans 80 hours, Metra Interconnect 40 hours. 300 hours total.

**13.0 Pavement Marking/ Landscaping**

Plan sheets will be developed and submitted at a 1" = 20' scale (full size) showing all pavement marking and landscaping. An additional 2 sheets for the landscaping details and notes. The landscaping plan will incorporate final seeding and tree planting. Aesthetic landscaping aspects have not been included in this scope.

Task 13 Deliverables: Pavement Marking and Landscaping, 12 sheets, 2 sheets for general note, 2 sheets for details, 16 total sheets @ 16 hours per sheet, 256 hours.

#### **14.0 LCDOT/IDOT Standard Details**

LCDOT and IDOT details for the design will be included in the plans. Special details will be developed as needed. Estimate 6 sheets for details.

Task 14 Deliverables: LCDOT and IDOT detail sheets, 8 sheets, 12 hours per sheet, 1 Intersection Detail Sheet showing curb return grades – 24 hours, 120 hours

#### **15.0 Specifications**

HDR will prepare the Special Provisions (Proposal Book) required for the project; including SWPPP (BDE 2342), BDE 2394, BLR Circular 02-22, check sheets and specifications for IDOT D1, BLRS and BDE.

Task 15 Deliverables: Specifications hard copy and electronic (Word/PDF file). 3 sets for the Second, Fourth, and Final submittals (9 total sets). LCDOT Header file and special provisions will be used, as needed. 200 hours.

#### **16.0 Construction Cost Estimate**

The cost estimate will be in a unit price format approved by Lake County. Unit prices will be obtained through previous bid information. The cost estimate will be prepared in Excel format and assumes 300 bid items with quantities at 0.25 hour/quantity.

Task 16 Deliverables: Cost estimate hard copy and electronic (Excel file), 75 hours.

#### **17.0 Submittals**

Contents for 3 submittals: 2<sup>nd</sup>, 4<sup>th</sup>, and Final.

Task 17 Deliverables: Three bound hard copies of the 22" x 34" plans, and PDF, submitted at each submittal. 40 hours per submittal to address comments, 120 hours

#### **18.0 Agency Coordination**

The Illinois Department of Transportation, Bureau of Local Roads, Metra, Round Lake, and Round Lake Beach will be coordinated with throughout the project. It is assumed that three meetings with IDOT, one meeting with Round Lake, one meeting with Round Lake Beach, two meetings with Metra will be conducted. HDR will develop handouts and presentation material for these meetings, as necessary. Two people from HDR will attend these meetings.

Task 18 Deliverables: Meeting Handouts and Meeting Minutes/Agendas. Assume 7 meetings, two HDR staff, 6 hours each = 84 hours.

#### **19.0 Permitting**

The project will require the following permits: Lake County Stormwater Management Commission Watershed Development Permit, the USACE Section 404 Permit, and NPDES Stormwater permit (Permit ILR10).

Task 19 Deliverables: Permit applications and coordination: LCSMC Permit – 40 hours, NPDES – 24 hours, Sections 401/404 Joint Permit - 72 hours. 136 hours total.



### **20.0 Utility Coordination**

HDR will coordinate with the following utilities: Nicor Gas Company, AT&T, ComEd, Comcast, public water, to accurately show their infrastructure. This will be facilitated by sending the plans to the utility companies for their review. Any conflicts potential conflicts will be identified first and highlighted in the transmittal. HDR will work with LCDOT to determine if the utility should be asked to relocate any infrastructure.

Task 20 Deliverables: Meeting Handouts and Meeting Minutes/Agendas. Assume 5 meetings, two HDR staff, 6 hours each meeting, HDR will review utility permit submittals for conflicts and provide utilities with Microstation files for their use in developing permits – Assume 10 utilities @ 8 hours/per utility = 140 hours.

### **21.0 Environmental Site Assessment**

The Illinois Department of Transportation (IDOT) has completed a Preliminary Environmental Site Assessment (PESA) for Illinois Route 134; however, this document does not include any assessment along Fairfield Road, under the county's jurisdiction.

HDR will conduct the ESA in accordance with the American Society for Testing and Materials (ASTM) Practice E 1527-05. The ESA will be conducted within the limits defined as Fairfield Road from Mayfield Drive on the north to Falcon Boulevard on the south. The study area will include those parcels adjoining the existing right of way of Fairfield Road. The scope of work includes the following:

- Provide a description of the project area including current land uses.
- Provide a general description of the topography, soils, geology, and groundwater flow direction.
- Review reasonably ascertainable and reviewable regulatory information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to the project area.
- Review historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available development data.
- Conduct an area reconnaissance and an environmental review—including a visual inspection of adjoining properties—with a focus on indications of hazardous substances, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal pits and sumps, and utilities.
- Prepare a written report of methods, findings, and conclusions.

Investigative areas not included in the standard ASTM ESA scope include: asbestos, lead-based paint, lead in drinking water, radon, urea formaldehyde, wetland issues, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and high voltage power lines. The scope of services for ESA projects also does not include the completion of soil borings, the installation of groundwater monitoring wells, or the collection of soil or groundwater samples. These items would be considered additional services.

This work does not include interviews with current or past property owners.

Task 21 Deliverables: One electronic copy of draft Phase I ESA, three hard copy of Final Phase I ESA with color photographs/maps, one electronic copy of Final Phase 1 ESA. = 54 hours.

### **22.0 Pick Up Survey**

- **Topographic Survey** – The HDR Team will perform pick-up topographic surveys as needed.

Task 22 Deliverables: Pick up Topographic Survey, 120 hours

### **23.0 Project Coordination**

Continuous coordination with the Project Team through face-to-face meetings and/or teleconference calls is essential for the success of this project.

- **Coordination Meetings with Lake County and Program Manager.** Coordination meetings will be held between HDR and Lake County to establish direction for progressive stages throughout the project. The HDR Team will keep the County informed of milestones, obstacles, and progress as the project develops. It is assumed that there will be monthly meetings (17 total) between HDR and the Lake County Division of Transportation. Two people from HDR shall attend the meetings, six hours per meeting (includes developing agenda and taking minutes). An additional 80 hours has been included for coordination purposes with Lake County's Project Engineer. HDR will also develop an MSProject plan including baselines and critical tasks to be submitted monthly. Information to be included on schedule will include % complete for each task. This will match the percent complete information accompanying the monthly invoicing.
- **ICC Coordination.** ICC Application – draft and final. 56 hours
- **Metra Coordination.** Review and approval by Metra for ICC application. Design review and approval by Metra for 60% and 90% design. 100% design has no review meeting anticipated because comments should be addressed from the 90% design. Temporary easements coordination. Railroad flagging coordination with Metra. 46 hours

Task 23 Deliverables: Meeting Handouts, Meeting Notes/Agendas, 386 hours.

### **24.0 QA/QC**

A project Quality Assurance/Quality Control Plan will be developed. This plan will outline the day-to-day activities, as well as, milestone review activities.

- **Develop Project QA/QC Plan.** HDR will develop an IL 134 Road at Fairfield Road Project QA/QC Plan. As part of this plan, HDR will maintain a QA/QC project file containing documentation of the procedures followed for verifying the overall quality of

key deliverables. A copy of the plan will be provided to LCDOT in addition to submittal at each plan deliverable.

- **QA/QC Review.** Assumptions, calculations, memorandums, reports, and plans will be thoroughly reviewed for accuracy and consistency before submittal to Lake County.

Task 24 Deliverables: QA/QC Plan and QC Review Documentation. Assumed to be approximately 5% of total hours, 315 hours.

### **25.0 Project Management/ Administration**

- **Maintain Project Schedule.** The IL 134 and Fairfield Road Project is scheduled for an IDOT BLRS letting in 2013. A Microsoft project schedule will be developed detailing the timing for each of the milestone submittals.
- **Monthly Invoicing.** HDR will verify progress reported by our sub consultant and insure that the scope, budget, and schedule established for the project is maintained. Any technical conflicts or discrepancies will be addressed in a timely manner by HDR.

HDR will prepare and submit monthly invoices/ progress reports so that the various parties concerned will be fully informed in regard to the status of the project, schedule, tasks completed, key issues, and areas of concern.

Task 25 Deliverables: Project Schedule, and Milestone submittals. Assumed to be approximately 5% of total hours, 315 hours.

### **26.0 Shop Drawings and RFI's**

Assumed 10 shop drawings @ 4 hours/drawing = 40 hours. Assumed 10 RFI's @ 4 hours/RFI = 40 hours = 80 hours.

### **Exclusions**

1. Signing plans by others
2. Utility design, including sanitary and water main design, by others
3. This Scope of Work only includes the Second, Fourth, and Final Submittals, per the LCDOT Plan Preparation Guidelines. This assumes the First, Third, and Fifth submittals are excluded from this Scope of Work.

Route: Fairfield Road at IL 134		Cost Estimate of Consultant Services										
Project: Intersection Improvements Study - PHASE II		Consultant: HDR Engineering, Inc.										
Section: Lake County		COMPLEXITY FACTOR:										
County: Lake County		Payroll Burden Fringe Rate: 152.32%										
		Overhead and Expense Rate: 221/2011										
		Date: 2/21/2011										
Item	Number of Man Hours (A)	Estimated Cost in Dollars										% of Grand Total (J)
		Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Outside Direct Costs (E)	Subtotal (F)	Profit (G)	Services By Others (H)	Total (I)			
1.0 Cover Sheet	8	\$ 378.34	\$ 576.29	\$ 0.00	\$ 0.00	\$ 954.63	\$ 138.42	\$ 0.00	\$ 0.00	\$ 1,093.05	0.09%	
2.0 General Notes and Summary of Quantities	80	\$ 3,861.62	\$ 5,882.02	\$ 0.00	\$ 0.00	\$ 9,743.64	\$ 1,412.83	\$ 0.00	\$ 0.00	\$ 11,156.47	0.88%	
3.0 Quantity Schedules	540	\$ 25,414.06	\$ 38,710.70	\$ 0.00	\$ 0.00	\$ 64,124.76	\$ 9,298.09	\$ 0.00	\$ 0.00	\$ 73,422.85	5.82%	
4.0 Alignment and Ties	32	\$ 1,515.84	\$ 2,308.93	\$ 0.00	\$ 0.00	\$ 3,824.77	\$ 554.59	\$ 0.00	\$ 0.00	\$ 4,379.36	0.35%	
5.0 Typical Sections	128	\$ 6,196.61	\$ 9,438.68	\$ 0.00	\$ 0.00	\$ 15,635.29	\$ 2,267.12	\$ 0.00	\$ 0.00	\$ 17,902.40	1.42%	
6.0 Temporary Erosion Control and Grading	532	\$ 23,718.62	\$ 36,128.20	\$ 0.00	\$ 0.00	\$ 59,846.82	\$ 8,677.79	\$ 0.00	\$ 0.00	\$ 68,524.61	5.43%	
7.0 Traffic Control Plan	944	\$ 43,486.78	\$ 66,239.06	\$ 0.00	\$ 0.00	\$ 109,725.84	\$ 15,910.25	\$ 0.00	\$ 0.00	\$ 125,636.09	9.96%	
8.0 Plan and Profile Sheets	480	\$ 22,652.84	\$ 34,504.81	\$ 0.00	\$ 0.00	\$ 57,157.65	\$ 8,287.86	\$ 0.00	\$ 0.00	\$ 65,445.50	5.19%	
9.0 Cross Sections	534	\$ 24,339.36	\$ 37,073.71	\$ 0.00	\$ 0.00	\$ 61,413.07	\$ 8,904.90	\$ 0.00	\$ 0.00	\$ 70,317.97	5.58%	
10.0 Storm Sewer Plan and Profile Sheets	600	\$ 27,505.90	\$ 41,896.99	\$ 0.00	\$ 0.00	\$ 69,402.89	\$ 10,063.42	\$ 0.00	\$ 0.00	\$ 79,466.31	6.30%	
11.0 Removal Sheets	288	\$ 13,802.29	\$ 21,023.65	\$ 0.00	\$ 0.00	\$ 34,825.94	\$ 5,049.76	\$ 0.00	\$ 0.00	\$ 39,875.70	3.16%	
12.0 Traffic Signal Plans	300	\$ 14,224.40	\$ 21,666.61	\$ 0.00	\$ 0.00	\$ 35,891.01	\$ 5,204.20	\$ 0.00	\$ 0.00	\$ 41,095.20	3.26%	
13.0 Pavement marking / Landseaping	256	\$ 12,303.79	\$ 18,741.13	\$ 0.00	\$ 0.00	\$ 31,044.92	\$ 4,501.51	\$ 0.00	\$ 0.00	\$ 35,546.44	2.82%	
14.0 LCDOT/HDOT Standard Details	120	\$ 5,613.98	\$ 8,551.21	\$ 0.00	\$ 0.00	\$ 14,165.19	\$ 2,033.95	\$ 0.00	\$ 0.00	\$ 16,219.15	1.29%	
15.0 Specifications	200	\$ 9,706.90	\$ 14,785.55	\$ 0.00	\$ 0.00	\$ 24,492.45	\$ 3,551.41	\$ 0.00	\$ 0.00	\$ 28,043.86	2.22%	
16.0 Construction Cost Estimate	75	\$ 3,520.88	\$ 5,363.00	\$ 0.00	\$ 0.00	\$ 8,883.88	\$ 1,288.16	\$ 0.00	\$ 0.00	\$ 10,172.05	0.81%	
17.0 Submittals	120	\$ 5,663.21	\$ 8,626.20	\$ 0.00	\$ 0.00	\$ 14,289.41	\$ 2,071.96	\$ 0.00	\$ 0.00	\$ 16,361.38	1.30%	
18.0 Agency Coordination	84	\$ 4,453.80	\$ 6,784.03	\$ 0.00	\$ 0.00	\$ 11,237.83	\$ 1,629.49	\$ 0.00	\$ 0.00	\$ 12,867.31	1.02%	
19.0 Permitting	136	\$ 6,421.13	\$ 9,780.67	\$ 0.00	\$ 0.00	\$ 16,201.80	\$ 2,349.26	\$ 0.00	\$ 0.00	\$ 18,551.06	1.47%	
20.0 Utility Coordination	140	\$ 7,667.46	\$ 11,679.08	\$ 0.00	\$ 0.00	\$ 19,346.54	\$ 2,805.25	\$ 0.00	\$ 0.00	\$ 22,151.78	1.76%	
21.0 Environmental Site Assessment	54	\$ 2,390.10	\$ 3,640.60	\$ 0.00	\$ 0.00	\$ 6,030.70	\$ 874.45	\$ 0.00	\$ 0.00	\$ 6,905.15	0.55%	
22.0 Pick Up Survey	120	\$ 5,601.98	\$ 8,532.94	\$ 0.00	\$ 0.00	\$ 14,134.92	\$ 2,049.56	\$ 0.00	\$ 0.00	\$ 16,184.48	1.28%	
23.0 Project Coordination	386	\$ 20,165.71	\$ 30,716.41	\$ 0.00	\$ 0.00	\$ 50,882.12	\$ 7,377.91	\$ 0.00	\$ 0.00	\$ 58,260.03	4.62%	
24.0 QA/QC	315	\$ 18,955.15	\$ 28,872.48	\$ 0.00	\$ 0.00	\$ 47,827.63	\$ 6,935.01	\$ 0.00	\$ 0.00	\$ 54,762.64	4.34%	
25.0 Project Management / Administration	315	\$ 16,584.40	\$ 25,261.36	\$ 0.00	\$ 33,278.20	\$ 75,123.96	\$ 6,067.63	\$ 0.00	\$ 0.00	\$ 81,191.59	6.44%	
26.0 Shop Drawings / RFI	80	\$ 3,876.10	\$ 5,904.08	\$ 0.00	\$ 0.00	\$ 9,780.18	\$ 1,418.13	\$ 0.00	\$ 0.00	\$ 11,198.30	0.89%	
27.0 ROW Appraisals and Negotiations	0	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 274,300.00	21.75%	
<b>TOTALS</b>	<b>6667</b>	<b>\$ 330,021.25</b>	<b>\$ 502,688.37</b>	<b>\$ 0.00</b>	<b>\$ 333,278.20</b>	<b>\$ 865,987.82</b>	<b>\$ 120,742.89</b>	<b>\$ 274,300.00</b>	<b>\$ 1,261,030.71</b>	<b>\$ 1,261,030.71</b>	<b>100.00%</b>	
HDR Engineering, Inc.		Fee										
Santacruz Associates		%										
Total		\$986,730.71	78.25%	\$274,300.00	21.75%	\$1,261,030.71	100.00%					

AVERAGE HOURLY PROJECT RATES													
Date: 2/21/2011													
FIRM: HDR Engineering, Inc.													
Route: Fairfield Road at IL 134													
Project: Intersection Improvements Study - PHASE II													
County: Lake County													
Sheet 1 of 7													
PAYROLL CLASSIFICATION	AVG. HOURLY RATES	1.0 Cover Sheet			2.0 General Notes and Summary of Quantities			3.0 Quantity Schedules			4.0 Alignment and Ties		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Project Manager	\$ 70.00	1	12.50%	\$ 8.75	8	10.00%	\$ 7.00	40	7.41%	\$ 5.19	4	12.50%	\$ 8.75
Senior Civil Engineer II	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Senior Civil Engineer I	\$ 57.40	1	12.50%	\$ 7.18	20	25.00%	\$ 14.35	149	27.59%	\$ 15.84	6	18.75%	\$ 10.76
Civil Engineer II	\$ 46.70	4	50.00%	\$ 23.35	26	32.50%	\$ 15.18	143	26.48%	\$ 12.37	10	31.25%	\$ 14.59
Civil Engineer I	\$ 32.07	2	25.00%	\$ 8.02	10	12.50%	\$ 4.01	100	18.52%	\$ 5.94	6	18.75%	\$ 6.01
CAD Tech	\$ 38.67	0	0.00%	\$ -	16	20.00%	\$ 7.73	108	20.00%	\$ 7.73	6	18.75%	\$ 7.25
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		8	100.00%	\$ 47.29	80	100.00%	\$ 48.27	540	100.00%	\$ 47.06	32	100.00%	\$ 47.37

AVERAGE HOURLY PROJECT RATES												Date:	
FIRM: HDR Engineering, Inc.											Date: 2/21/2011		
Route: Fairfield Road at IL 134													
Project: Intersection Improvements Study - PHASE II													
County: Lake County													
												Sheet 2 of 7	
PAYROLL CLASSIFICATION	AVG. HOURLY RATES	5.0 Typical Sections			6.0 Temporary Erosion Control and Grading			7.0 Traffic Control Plan			8.0 Plan and Profile Sheets		
		HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Project Manager	\$ 70.00	16	12.50%	\$ 8.75	40	7.52%	\$ 5.26	80	8.47%	\$ 5.93	72	15.00%	\$ 10.50
Senior Civil Engineer II	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Senior Civil Engineer I	\$ 57.40	29	22.66%	\$ 13.00	106	19.92%	\$ 11.44	220	23.31%	\$ 13.38	96	20.00%	\$ 11.48
Civil Engineer II	\$ 46.70	40	31.25%	\$ 14.59	120	22.56%	\$ 10.53	230	24.36%	\$ 11.38	100	20.83%	\$ 9.73
Civil Engineer I	\$ 32.07	18	14.06%	\$ 4.51	160	30.08%	\$ 9.65	226	23.94%	\$ 7.68	116	24.17%	\$ 7.75
CAD Tech	\$ 38.67	25	19.53%	\$ 7.55	106	19.92%	\$ 7.70	188	19.92%	\$ 7.70	96	20.00%	\$ 7.73
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		128	100.00%	\$ 48.41	532	100.00%	\$ 44.58	944	100.00%	\$ 46.07	480	100.00%	\$ 47.19

**AVERAGE HOURLY PROJECT RATES**

<b>Date:</b>	2/21/2011
<b>FIRM:</b>	HDR Engineering, Inc.
<b>Route:</b>	Fairfield Road at IL 134
<b>Project:</b>	Intersection Improvements Study - PHASE II
<b>County:</b>	Lake County

Sheet 3 of 7

PAYROLL CLASSIFICATION	AVG HOURLY RATES	9.0 Cross Sections			10.0 Storm Sewer Plan and Profile Sheets			11.0 Removal Sheets			12.0 Traffic Signal Plans		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Project Manager	\$ 70.00	40	7.49%	\$ 5.24	40	6.67%	\$ 4.67	40	13.89%	\$ 9.72	40	13.33%	\$ 9.33
Senior Civil Engineer II	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Senior Civil Engineer I	\$ 57.40	106	19.85%	\$ 11.39	160	26.67%	\$ 15.31	57	19.79%	\$ 11.36	60	20.00%	\$ 11.48
Civil Engineer II	\$ 46.70	140	26.22%	\$ 12.24	130	21.67%	\$ 10.12	84	29.17%	\$ 13.62	80	26.67%	\$ 12.45
Civil Engineer I	\$ 32.07	102	19.10%	\$ 6.13	150	25.00%	\$ 8.02	50	17.36%	\$ 5.57	60	20.00%	\$ 6.41
CAD Tech	\$ 38.67	146	27.34%	\$ 10.57	120	20.00%	\$ 7.73	57	19.79%	\$ 7.65	60	20.00%	\$ 7.73
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		534	100.00%	\$ 45.58	600	100.00%	\$ 45.84	288	100.00%	\$ 47.92	300	100.00%	\$ 47.41

**AVERAGE HOURLY PROJECT RATES**

Date: 2/21/2011

FIRM: HDR Engineering, Inc.

Route: Fairfield Road at IL 134

Project: Intersection Improvements Study - PHASE II

County: Lake County

Sheet 4 of 7

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	13.0 Pavement marking / Landscaping			14.0 LCDOT/IDOT Standard Details			15.0 Specifications			16.0 Construction Cost Estimate		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Project Manager	\$ 70.00	38	14.84%	\$ 10.39	18	15.00%	\$ 10.50	30	15.00%	\$ 10.50	11	14.67%	\$ 10.27
Senior Civil Engineer II	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Senior Civil Engineer I	\$ 57.40	51	19.92%	\$ 11.44	22	18.33%	\$ 10.52	40	20.00%	\$ 11.48	15	20.00%	\$ 11.48
Civil Engineer II	\$ 46.70	70	27.34%	\$ 12.77	26	21.67%	\$ 10.12	60	30.00%	\$ 14.01	15	20.00%	\$ 9.34
Civil Engineer I	\$ 32.07	46	17.97%	\$ 5.76	32	26.67%	\$ 8.55	30	15.00%	\$ 4.81	19	25.33%	\$ 8.12
CAD Tech	\$ 38.67	51	19.92%	\$ 7.70	22	18.33%	\$ 7.09	40	20.00%	\$ 7.73	15	20.00%	\$ 7.73
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		256	100.00%	\$ 48.06	120	100.00%	\$ 46.78	200	100.00%	\$ 48.53	75	100.00%	\$ 46.95



**AVERAGE HOURLY PROJECT RATES**

<b>Date:</b>	2/21/2011
<b>FIRM:</b>	HDR Engineering, Inc.
<b>Route:</b>	Fairfield Road at IL 134
<b>Project:</b>	Intersection Improvements Study - PHASE II
<b>County:</b>	Lake County

Sheet 5 of 7

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	17.0 Submittals			18.0 Agency Coordination			19.0 Permitting			20.0 Utility Coordination		
		HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Project Manager	\$ 70.00	18	15.00%	\$ 10.50	28	33.33%	\$ 23.33	20	14.71%	\$ 10.29	46	32.86%	\$ 23.00
Senior Civil Engineer II	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
Senior Civil Engineer I	\$ 57.40	24	20.00%	\$ 11.48	16	19.05%	\$ 10.93	27	19.85%	\$ 11.40	30	21.43%	\$ 12.30
Civil Engineer II	\$ 46.70	25	20.83%	\$ 9.73	20	23.81%	\$ 11.12	30	22.06%	\$ 10.30	46	32.86%	\$ 15.34
Civil Engineer I	\$ 32.07	29	24.17%	\$ 7.75	20	23.81%	\$ 7.64	32	23.53%	\$ 7.55	18	12.86%	\$ 4.12
CAD Tech	\$ 38.67	24	20.00%	\$ 7.73	0	0.00%	\$ -	27	19.85%	\$ 7.68	0	0.00%	\$ -
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		120	100.00%	\$ 47.19	84	100.00%	\$ 53.02	136	100.00%	\$ 47.21	140	100.00%	\$ 54.77

**AVERAGE HOURLY PROJECT RATES**

<b>Date:</b>	2/21/2011
<b>FIRM:</b>	HDR Engineering, Inc.
<b>Route:</b>	Fairfield Road at IL 134
<b>Project:</b>	Intersection Improvements Study - PHASE II
<b>County:</b>	Lake County

Sheet 6 of 7

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	21.0 Environmental Site Assessment			22.0 Pick Up Survey			23.0 Project Coordination			24.0 QA/QC		
		HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE	HOURS	PART.	WGTD RATE
Project Principal	\$ 70.00	0	0.00%	\$ -	0	0.00%	\$ -	37	9.59%	\$ 6.71	5	1.59%	\$ 1.11
Project Manager	\$ 70.00	0	0.00%	\$ -	16	13.33%	\$ 9.33	74	19.17%	\$ 13.42	45	14.29%	\$ 10.00
Senior Civil Engineer II	\$ 70.00	4	7.41%	\$ 5.19	24	20.00%	\$ 11.48	59	15.28%	\$ 8.77	70	22.22%	\$ 12.76
Senior Civil Engineer I	\$ 57.40	20	37.04%	\$ 21.26	26	21.67%	\$ 10.12	138	35.75%	\$ 16.70	70	22.22%	\$ 10.38
Civil Engineer II	\$ 46.70	0	0.00%	\$ -	30	25.00%	\$ 8.02	16	4.15%	\$ 1.33	0	0.00%	\$ -
Civil Engineer I	\$ 32.07	30	55.56%	\$ 17.82	24	20.00%	\$ 7.73	0	0.00%	\$ -	0	0.00%	\$ -
CAD Tech	\$ 38.67	0	0.00%	\$ -	0	0.00%	\$ -	59	15.28%	\$ 4.77	15	4.76%	\$ 1.49
Administration	\$ 31.21	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -	0	0.00%	\$ -
<b>TOTALS</b>		54	100.00%	\$ 44.26	120	100.00%	\$ 46.68	386	100.00%	\$ 52.24	315	100.00%	\$ 60.18

**AVERAGE HOURLY PROJECT RATES**

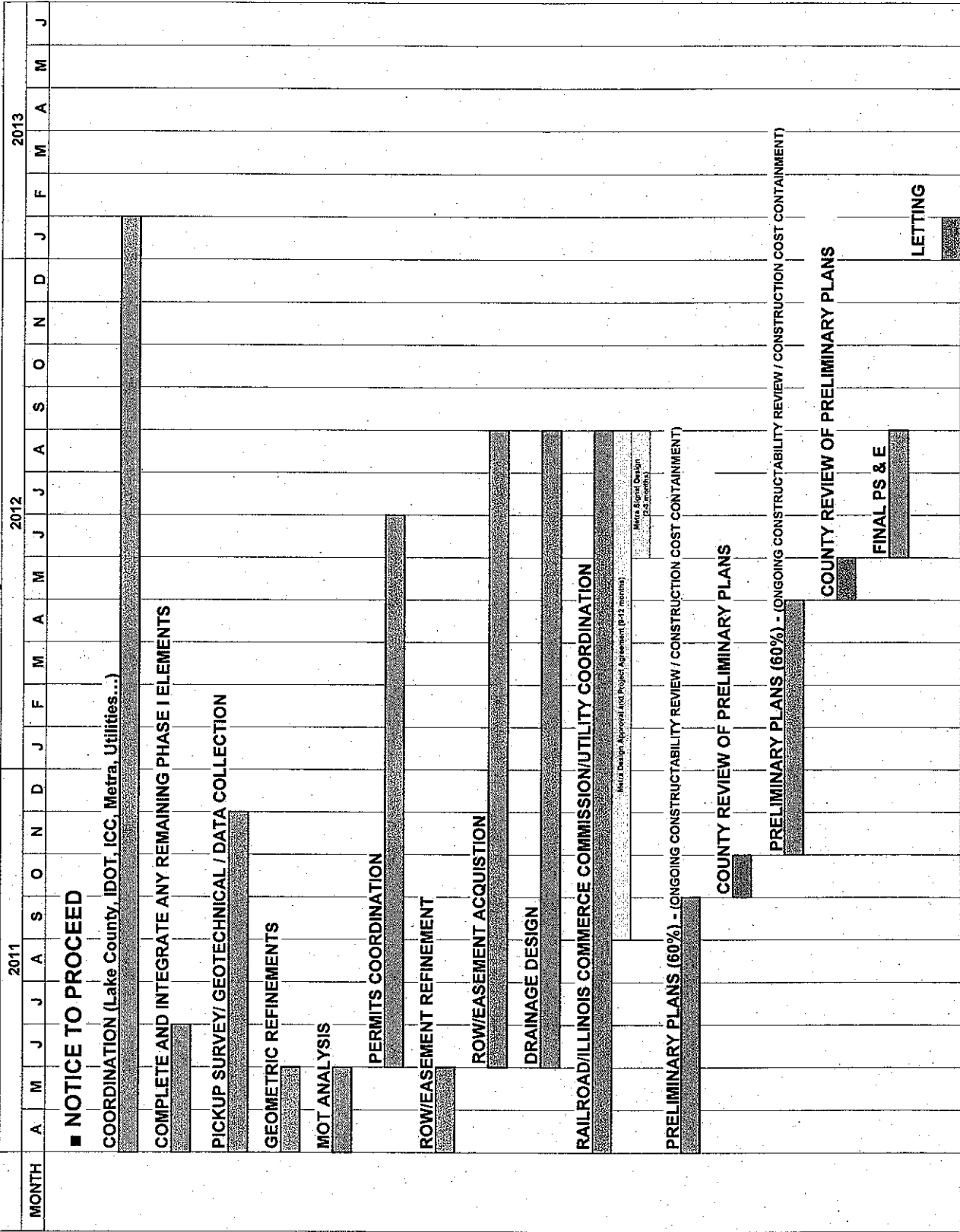
<b>Date:</b>	2/21/2011
<b>FIRM:</b>	HDR Engineering, Inc.
<b>Route:</b>	Fairfield Road at IL 134
<b>Project:</b>	Intersection Improvements Study - PHASE II
<b>County:</b>	Lake County

PAYROLL CLASSIFICATION	25.0 Project Management / Administration			26.0 Shop Drawings / RFI					
	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Project Principal	10	3.17%	\$ 2.22	0	0.00%	\$ -	0	#DIV/0!	#DIV/0!
Project Manager	105	33.33%	\$ 23.33	10	12.50%	\$ 8.75	0	#DIV/0!	#DIV/0!
Senior Civil Engineer II	0	0.00%	\$ -	0	0.00%	\$ -	0	#DIV/0!	#DIV/0!
Senior Civil Engineer I	55	17.46%	\$ 10.02	20	25.00%	\$ 14.35	0	#DIV/0!	#DIV/0!
Civil Engineer II	55	17.46%	\$ 8.15	20	25.00%	\$ 11.68	0	#DIV/0!	#DIV/0!
Civil Engineer I	0	0.00%	\$ -	10	12.50%	\$ 4.01	0	#DIV/0!	#DIV/0!
CAD Tech	0	0.00%	\$ -	20	25.00%	\$ 9.67	0	#DIV/0!	#DIV/0!
Administration	90	28.57%	\$ 8.92	0	0.00%	\$ -	0	#DIV/0!	#DIV/0!
<b>TOTALS</b>	<b>315</b>	<b>100.00%</b>	<b>\$ 52.65</b>	<b>80</b>	<b>100.00%</b>	<b>\$ 48.45</b>	<b>0</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

Route: Fairfield Road at IL 134  
 Project: Intersection Improvements Study - PHASE II  
 Firm: HDR Engineering, Inc.  
 County: Lake County

Expenses	Unit	Cost Per Unit	Cost	Total Per Task
<b>HDR Field Work</b>				
a. Railroad Protective Liability Insurance	1	\$ 5,000.00	\$ 5,000.00	
<b>Subtotal</b>				\$ 5,000.00
<b>Production</b>				
a. 8.5x11 Photocopies (black and white)	3000	\$ 0.05	\$ 150.00	
b. 8.5x11 Color Prints	100	\$ 0.16	\$ 16.00	
c. Plots 11x17 (black and white)	3000	\$ 0.10	\$ 300.00	
d. Color Plots 11x17	100	\$ 0.32	\$ 32.00	
e. Plots full size (black and white)	350	SF - \$0.135	\$ 283.50	
f. Color Plots full size	0	SF - \$0.90	\$ -	
g. Exhibits	0	\$ -	\$ -	
h. Tech Fee	6867	\$ 3.70	\$ 25,407.90	
<b>Subtotal</b>				\$ 26,189.40
<b>Travel Reimbursement</b>				
a. Per Diem Meals and Lodging	0	\$ 200.00	\$ -	
b. Vehicle Expense	1000	\$ 0.51	\$ 510.00	
c. Daily Tolls	20	\$ 2.50	\$ 50.00	
<b>Subtotal</b>				\$ 560.00
<b>Miscellaneous Supplies</b>				
a. Messenger Services	4	\$ 80.00	\$ 320.00	
b. UPS	20	\$ 15.00	\$ 300.00	
c. Postage	20	\$ 0.44	\$ 8.80	
d. Survey (Railroad Flagging by Metra)	1	\$ 900.00	\$ 900.00	
<b>Subtotal</b>				\$ 1,528.80
			<b>Total Expenses</b>	\$ 33,278.20

# Fairfield Road: Project Schedule



# Santacruz Associates

Land Acquisition Services for  
HDR, Inc.  
Fairfield Road and IL 134

## SCOPE OF SERVICES

Santacruz Associates Ltd. ("SANTACRUZ") shall perform all necessary services to appraise, negotiate and acquire the right-of-way required for the construction of the **Fairfield Road and IL 134** (the "**Project**"). Said land acquisition services shall be provided by SANTACRUZ as a subcontractor to **HDR, Inc. (HDR)**, for the benefit of the **Lake County**. All such services shall be performed in accordance with the policies of **Lake County**, and, where applicable, the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual (the "**Manual**") and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the "**Act**").

## TECHNICAL APPROACH TO THE WORK

SANTACRUZ will act as the Land Acquisition Program Manager working with **Lake County** and **HDR** to complete the land acquisition services, including the coordination of the appraisal, review appraisal, negotiation and land acquisition services, and, as requested, any specialty engineering services and relocation services. SANTACRUZ will review the construction plans for the Project with **HDR** and **Lake County** to understand the nature and purpose of the project. The coordination of the services under this proposal shall be by J. Steve Santacruz, President of SANTACRUZ.

SANTACRUZ agrees to perform the services as set forth herein as well as furnish and deliver to **Lake County** all necessary documents, including recorded conveyance documents and other forms and documents required by **Lake County** to evidence the acquisition of the right-of-way or, in the alternative, the information necessary for **Lake County** to undertake eminent domain proceedings in order to acquire the right-of-way. More specifically, SANTACRUZ will provide the following services:

1. Estimation of right of way costs, as required by IDOT, for purposes of funding agreements for federal or state funds.
2. Appraisal of the right of way parcels, including, when applicable, appraisal of the whole property and any remainder of the property not acquired by **Lake County**.
3. When applicable, coordination of the acquisition of Specialty Engineering Reports ("Specialty Reports") with **HDR** (as approved by **Lake County**). Specialty Reports review the existing and proposed conditions of the remaining property and estimate costs to cure or repair items left deficient, unusable or in

disrepair as result of the acquisition of the right-of-way. Specialty Reports may be requested by the appraiser to assess any damages to the remainder of the property and to complete the appraisal for that parcel.

4. Review of the appraisals of the right of way parcels, and, when applicable, the appraisal of the whole property and any remainder of the property not acquired by **Lake County**.
5. Negotiation in order to facilitate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), SANTACRUZ shall make a recommendation to **Lake County** to acquire the right-of-way by means of eminent domain proceedings.
6. Preparation of deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary to clear title in accordance with the policies and procedures of **Lake County** (and IDOT, if applicable).
7. Recordation of deeds and other documents necessary to clear title in accordance with the policies and procedures of **Lake County** (and IDOT, if applicable).
8. Testimony in court by appraiser and/or review appraiser as an expert witness on behalf of **Lake County** during eminent domain trials to support the valuations resulting from the acquisition services being provided hereunder.
9. Testimony in court by negotiator as a witness on behalf of **Lake County** during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.
10. Preparation and maintenance of timely, accurate parcel data information as required by **Lake County** (and IDOT, if applicable).
11. When applicable, submission of all necessary documentation in order to obtain approval of the right-of-way acquisition process by **Lake County** and, if applicable, certification of the right-of-way acquisition process by IDOT.

SANTACRUZ will post the progress of the negotiation process on a parcel by parcel basis on its password protected Client-only access section of its website. Access will be provided to **HDR** and **Lake County** so that they can obtain regular updates on the status of negotiations for each parcel. The website can be visited at [www.Santacruz-Associates.com](http://www.Santacruz-Associates.com).

#### Estimation of Right of Way Costs

During the early planning stages of the Project at the request of **HDR** and/or **Lake County**, SANTACRUZ will coordinate the preparation of the right-of-way cost estimates which are to be

used in the funding agreement between **Lake County** and IDOT. The appraiser shall prepare an estimate based on market information without preparing appraisal reports. Said estimates will take potential damage to the remaining property into consideration. However, neither nor SANTACRUZ can provide any assurances to **HDR** or **Lake County** that these estimates will provide the actual costs of acquisition.

### Appraisals and Review Appraisals

SANTACRUZ will subcontract the appraisal and review appraisal work to appraisers which are on IDOT's approved list. The selection of the appraiser and review appraiser shall be subject to reasonable approval by **Lake County**. All appraisal and review appraisal work shall be in accordance with Chapter 2 of the Manual and the Act.

SANTACRUZ will review the plat of highway and the construction plans with the selected appraisers and review appraisers. Appraisal work shall commence within ten (10) business days from the date **Lake County** (and IDOT, if necessary) has approved the legals and plats and **Lake County** provides SANTACRUZ with a copy of the construction plans and with copies of the legal description, plat of highway and title commitment for each parcel of right-of-way to be acquired. SANTACRUZ shall make all reasonable efforts to have all appraisal services completed within the time frame provided by **Lake County**.

The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports. In addition, the appraiser shall provide the comparable sales relied on by the appraiser to reach its conclusions on the value of the right-of-way parcels. All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property are considered in the appraisal. The review appraiser will review the comparable sales as part of the review process. The review appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the standardized IDOT forms in accordance with the Manual and the Act. SANTACRUZ shall provide **Lake County** with a copy of the appraisal prepared for each parcel and, if applicable, the comparable sales book as prepared by the appraiser. The review appraiser will complete the standardized IDOT Right of Way Appraisal Review Certification Form. A copy of said certification will be attached to each appraisal delivered by SANTACRUZ to **Lake County**.

It is understood by **HDR** and **Lake County** that the appraiser may request a Specialty Engineering Report to estimate the cost to cure damages impacting the remainder of the property. In such cases, such damages require information and cost estimations beyond the expertise of the appraiser. The impacts may include the relocation of business signs, the re-striping of a parking lot, the re-configuration of a gas station, and other such items. At the election of **HDR**, such Specialty Engineering Reports may be provided by **HDR** or may be provided by SANTACRUZ through a consultant that specializes in producing specialty engineering reports. This proposal assumes no specialty engineering reports shall be required as



part of this project. Any specialty engineering reports shall be pursuant to a separate work order issued by **HDR** for which **SANTACRUZ** shall be entitled to additional compensation.

As requested by **HDR** or **Lake County**, **SANTACRUZ** will furnish and deliver updated or revised appraisals or review appraisals resulting from a revision to the right of way or when necessary for condemnation. This proposal assumes no updated or revised appraisal or review appraisal reports shall be required as part of this project. Any updated or revised appraisal or review appraisal reports shall be pursuant to a separate work order issued by **HDR** for which **SANTACRUZ** shall be entitled to additional compensation.

If necessary and requested by **HDR** or **Lake County**, the appraiser and/or review appraiser will assist **Lake County** and its legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. **SANTACRUZ** will assure cooperation of the appraisers in trial preparation and providing testimony at depositions and trial as an expert witness on behalf of **Lake County**. Any trial preparation or testimony by the appraisers shall be pursuant to a separate work order issued by **HDR** for which **SANTACRUZ** shall be entitled to additional compensation.

**SANTACRUZ** shall be entitled to the full compensation for any parcel for which appraisal and/or review services are commenced but not completed if a parcel is eliminated by **HDR** or **Lake County** as a result of a redesign of the construction plans and cancellation of the Project.

#### **Commencement and Completion Dates of Negotiation Activities**

Unless otherwise instructed, **SANTACRUZ** will commence negotiation activities on a parcel within ten (10) business days after the plat of highway, legal descriptions, appraisals, and/or review appraisals, as the case maybe, have been approved by **Lake County** and **IDOT** (if required). Furthermore, **SANTACRUZ** shall use all reasonable efforts to complete all negotiation and acquisition activities on or before the deadline established by **Lake County** and, if applicable, **IDOT** to meet the letting schedule for the Project.

#### **Negotiation and Acquisition Services**

All negotiations and acquisition services shall be provided by **SANTACRUZ** in accordance with Chapters 3 and 4 of the Manual and the Act and the policies of **Lake County** and **IDOT**. **SANTACRUZ** will make an offer to each property owner in the amount of just compensation established by the appraisal process and approved by **Lake County**. **SANTACRUZ** will not have any authority to increase the amounts or include other consideration to be paid to a property owner in acquisition of a parcel unless specifically directed in writing by **Lake County**.

Upon receipt of a counter offer from a property owner, **SANTACRUZ** will review the counter offer and any documentation provided by the property owner to support the counter offer. **SANTACRUZ** will forward the counter offer to the representative(s) of **Lake County** assigned for the purpose of evaluating counter offers. **SANTACRUZ** will provide a recommendation concerning the counter offer including any reasons in support of the recommendation.

SANTACRUZ will consult with the assigned representative(s) of **Lake County** with respect to its response to the counter offer. Upon acceptance by **Lake County** of any counter offer, SANTACRUZ will prepare the necessary documentation to be executed by **Lake County** to formalize the settlement approved by **Lake County**. If any counter offer is rejected by **Lake County**, SANTACRUZ will communicate this to the property owner in writing providing the reason for the rejection of the counter offer. Thereafter, SANTACRUZ will immediately commence further negotiations with the property owner in an effort to reach a settlement.

SANTACRUZ will review the plat of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation determined by the appraisal process and to appreciate the impact to the property resulting from the Project. SANTACRUZ 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 **Lake County**. SANTACRUZ will direct any questions to **HDR** resulting from its review of the plans, plats, appraisals and title commitments so that SANTACRUZ is prepared for any issues raised by the property owner during negotiations.

To the extent that it has not already been done, before contacting the owner of a parcel, SANTACRUZ will prepare and send an introductory letter to the property owner. SANTACRUZ will also prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the offer, 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, and only after repeated efforts to contact the property owner, SANTACRUZ is unable to make contact with the property owner, SANTACRUZ will send the offer package by certified mail so that a receipt of delivery can be established. SANTACRUZ will contact the property owner to schedule a meeting to review the offer package and the construction plans.

SANTACRUZ will make repeated efforts to contact a property owner and will make all reasonable efforts to reach a settlement before recommending that **Lake County** commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented by SANTACRUZ.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, SANTACRUZ will immediately notify **HDR** and **Lake County** with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by **HDR** or **Lake County**, SANTACRUZ will cease negotiations on certain parcels until corrected information or further instruction is provided to SANTACRUZ.

Upon successful negotiations with the property owner, SANTACRUZ will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. SANTACRUZ will have all conveyance documents and title clearance documents it deems necessary recorded with the County Recorder's office where the parcel is situated. SANTACRUZ will submit the completed parcel file to **Lake County** with original conveyance documents, title clearance documents, the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by **Lake County** and, if applicable, IDOT.

In the event that SANTACRUZ, 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 shall prepare and submit to **Lake County** a recommendation that **Lake County** proceed with condemnation in order to acquire the right of way needed from such parcel. SANTACRUZ will prepare and provide to **Lake County** a file which will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation concerning such parcel that will be required by **Lake County** to proceed with the filing of a condemnation lawsuit against the property owner. In the event that SANTACRUZ submits a parcel to **Lake County** with the recommendation that acquisition be completed by means of a condemnation action, SANTACRUZ will continue to make additional efforts to acquire the parcel through settlement until the actual filing date of the petition for condemnation.

SANTACRUZ will submit all conveyance documents and title clearance documents to the title company responsible for preparing the title commitments requesting that the documents be recorded and that the title company issue a title policy for all permanent acquisitions (as requested by **Lake County** or required by IDOT, if applicable).

If necessary and requested by **Lake County** or **HDR**, SANTACRUZ will assist **Lake County** and its respective legal counsel in any litigation necessary to acquire a right-of-way parcel through condemnation. SANTACRUZ will cooperate in trial preparation and will provide testimony at depositions and trial as a witness on behalf of **Lake County** to attest to the negotiations being legally conducted in good faith and in accordance with the requirements of **Lake County**, IDOT, the Act and the Manual. Any trial preparation or testimony by SANTACRUZ shall be pursuant to a separate work order issued by **HDR** for which SANTACRUZ shall be entitled to additional compensation.

SANTACRUZ will also complete and coordinate the Project Compliance Checklist required by the IDOT for right-of-way certification of the land acquisition process.

SANTACRUZ shall be entitled to the full compensation for any parcel for which negotiation and acquisition services once assigned by **Lake County** but not completed if a parcel is eliminated by **HDR** or **Lake County** as a result of a redesign of the construction plans and cancellation of the Project.

### Relocation Services

The Project may involve the acquisition of an entire or a significant portion of a parcel which is improved with a commercial enterprise (gas station at corner of IL 134 and Fairfield Road) where the party occupying the property will need to be relocated. **Lake County** shall be directly responsible to the affected property owner for all relocation costs, including, without limitation, moving expense, closing costs and all other costs as provided for by law. SANTACRUZ will forward relocation payment request directly to **Lake County**.

## PRIOR EXPERIENCE

SANTACRUZ specializes in negotiating and acquiring right-of-way for governmental agencies and private entities for use in roadway construction, the development of other public/private projects, and the installation of infrastructure fixtures and equipment. SANTACRUZ has been providing negotiations and land acquisition services for right of way purposes for over ten years. A resume of our company is attached to this Proposal listing references from past and current clients of SANTACRUZ. In addition, a list of our recent projects which include negotiations, acquisitions services and the coordination of appraisal functions, see attached Prior Experience.

## COMPENSATION

SANTACRUZ shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on no more than **fifty-two (52)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	<b>\$107,000.00.</b>
<u>REVIEW APPRAISALS:</u>	<b>\$39,900.00.</b>
<u>NEGOTIATIONS:</u>	<b>\$114,400.00.</b>

SANTACRUZ shall invoice **Lake County** for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. SANTACRUZ shall include **\$250.00** per parcel for these charges. SANTACRUZ shall pay any such fees and charges in excess of the **\$250.00** per parcel allowance for which SANTACRUZ shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued by **HDR**.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$274,300.00** as follows:

Land Acquisition Services	<b>\$261,300.00</b>
Direct Billable Expenses	<b>\$13,000.00</b>

**CERTIFICATIONS AS BUSINESS ENTERPRISE (BEP),  
MINORITY BUSINESS ENTERPRISE (MBE) AND  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

SANTACRUZ is certified in the Business Enterprise Program with the State of Illinois – Department of Central Management Services. SANTACRUZ is also certified as a Disadvantaged Business Enterprise by the State of Illinois – Department of Transportation and a Minority Business Enterprise by Cook County and the City of Chicago. As SANTACRUZ will supervise 100% of the Negotiation and Acquisition services, **Lake County** should meet or exceed any minimal BEP/DBE/MBE utilization goals established for the Project.

## COMPENSATION FOR SERVICES

### Appraisal Services:

Appraisals (Non-complex)	\$2,000
Appraisals (Complex)	\$3,500
Revision due to change in ROW or plans	\$1,200 - \$3,500

### Review Appraisal Services:

Review Appraisals (Non-complex)	\$750
Review Appraisals (Complex)	\$1,200
Revision due to change in ROW or plans	\$300 - \$1,200

### Negotiation and Acquisition Services:

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,200
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### Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

### 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