


Municipality	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Name Patrick Engineering Inc.
Township				Address 4970 Varsity Drive
County Lake County – Division of Transportation		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Lisle
Section 12-00999-31-WR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 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 IL Route 120, Knight Avenue to IL Route 131

Route IL 120 Length 0.47 Mi. 2445.00 FT (Structure No. N/A)

Termini Knight Avenue to IL Route 131

Description:

Widen and resurface to add a center bi-directional left turn lane, as well as pedestrian accommodations.

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:

Awarded Cost		Percentage Fees	
Under	\$50,000	_____	(see note)
		_____	%
		_____	%
		_____	%

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

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

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

The Total Not-to-Exceed Contract Amount shall be \$319,389.96

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 211 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 211 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.

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:

ATTEST: _____
By _____
Lake County Clerk
(Seal)

County of Lake _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
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:

ATTEST: _____
By Sorene Heming
Title Executive Assistant

PATRICIA ENGINEERING INC
Engineering Firm
4970 VARSITY DRIVE
Street Address
LISLE, IL 60532
City, State
By Paul H. [Signature]
Title VICE PRESIDENT

GENERAL

1. The Phase II Plans will follow the recommended scope of work as described in the Phase I documentation prepared for this project and approved by the Lake County Division of Transportation (LCDOT) and via permit by the Illinois Department of Transportation (IDOT). The scope of work will include the widening and resurfacing of Illinois Route 120 from a four-lane to a five-lane cross section.
2. The project will begin in 2015 and be completed no later than at a time to be determined by LCDOT for submission for the project letting. The LCDOT anticipates letting the project in 2017.
3. The project will be designed using the English units system and English size borders and plan sheet paper will be used. Plan sheets will be developed in Microstation format using 2011 LCDOT Plan Preparation Guidelines. Full and quarter size scaleable prints of the plans will be submitted to LCDOT. The plans will also be submitted in PDF format.
4. Calculations will be prepared by Patrick and submitted to LCDOT, on 8 1/2" x 11" paper, as well as PDF format.
5. The proposed cross section will include an urban cross section with curb & gutter at the outside edges of pavement and an underground storm sewer system.
6. The limits of the improvement will be as follows:
 - a) Western limit - The western limit will be at the Knight Avenue intersection with Illinois Route 120. Roadway widening will begin approximately 450' east of Knight Avenue.
 - b) Eastern limit – The eastern limit will be at the Illinois Route 131 (Green Bay Road) intersection with Illinois Route 120. Roadway widening will end approximately 525' west of Illinois Route 131.
 - c) The gross length of the project is 2,445 feet.
7. The design will follow the guidelines set forth in the Illinois Department of Transportation's (IDOT's) *Bureau of Design and Environment Manual*, the American Association of State Highway and Transportation Officials' (AASHTO's) *A Policy on Geometric Design of Highway and Streets (Green book)*, and LCDOT's Design Guidelines.
8. The Special Waste Preliminary Environmental Site Assessment (PESA) performed in Phase I indicated evidence of Recognized Environmental Conditions (RECs) at five sites within the project area. Therefore, a Preliminary Site Investigation (PSI) will be required. This task is included in the scope of the Phase I contract and therefore will not be included in this proposal.

ROADWAY

1. The roadway improvements will match the limits as determined in the Phase I. The western limit of the project is at approximately Sta. 106+51.23 and the eastern limit is approximately Sta. 130+95.82, which equates to a gross length of 2,445 feet. The western limit of widening and resurfacing is Sta. 111+64.00 and the eastern limit of widening and resurfacing is Sta. 124+79.00.
2. The roadway plan & profile drawings will be prepared at a scale of 1"=20'. Outside of the widening limits, the sheets will have one (1) window depicting the existing/proposed view. Within the widening limits, the drawings will have two (2) windows depicting the existing/proposed view and the profile view. Intersection Details will be prepared at 1"=10'.
3. It is anticipated that the roadway will be widened and resurfaced and the vertical profile will not be modified.
4. Widening and resurfacing of Illinois Route 120 will extend to the radius returns of the side streets.
5. Roadway cross-sections will be developed at 50' intervals. Cross-sections will also be provided at all critical locations, including sidestreets and driveways.
6. Earthwork quantities will be calculated per construction stage.
7. Plan submittals will include Preliminary, Pre-Final, and Final sets.
8. A plan-in-hand field review will be held prior to the submittal at each milestone.
9. Contract Documents will be developed in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012, consisting of the following:
 - a) Set-up Design Files (Base Sheets)
 - b) Cover Sheet
 - c) Index of Sheets and Highway Standards – Sheet Index and list of applicable IDOT and LCDOT Highway Standards
 - d) General Notes Sheet – Standard general notes and project specific notes will be developed for the contract package. Any commitments from the Phase I will be listed.
 - e) Summary of Quantities – The summary of quantities sheets will be prepared at every submittal. The sheets will include pay item code number, description, unit and total quantity. Designations will be included indicating which items are estimated items and/or require a special provision.

- f) Typical Sections – Sheets will be necessary to show details and dimensions for existing roadway and proposed roadway typical sections. The HMA mixture design requirement chart and pavement design block shall be included in the typical sections.
- g) Schedule of Quantities – The schedules will indicate the location of the item by station and quantity at each location and will include general calculations, where applicable. All items except for “Lump Sum” items will be scheduled.
- h) Alignment, Ties, and Benchmarks – The alignment drawings will be prepared at a scale of 1” = 100’, including benchmarks.
- i) Plan and Profile Sheets – Outside of the widening limits, the sheets will have one (1) window depicting the existing/proposed view. Within the widening limits, the drawings will have two (2) windows depicting the existing/proposed view and the profile view. The proposed view will be prepared at a scale of 1”=20’. The profile view will be at a horizontal scale of 1”=20’ and a vertical scale of 1”=2’. The plan and profile sheets will also include items to be removed.
- j) Suggested Stages of Construction and Traffic Control – A Traffic Control plan describing the construction staging along Illinois Route 120 will be prepared. It is assumed that widening will occur on one side of the street at a time under daytime-only closures per IDOT standards. Traffic Control notes and typical sections will also be included.
- k) Erosion and Sediment Control – Plans will be developed per stage to identify measures used to provide temporary control systems to prevent erosion and sediment damages to the roadway, drainage system/waterways, and adjacent properties during construction. These plans will be prepared at a scale of 1”=50’. The items identified on the plans will be consistent with the Storm Water Pollution Prevention Plan (SWPPP) developed for the contract.
- l) Drainage and Utility Sheets – The drainage design will be in accordance with the Location Drainage Study prepared in Phase I. Necessary drainage calculations will be prepared. The drainage & utility sheets will be developed using the plan drawings as a base and will show proposed storm sewers and structures. The drawings will include existing drainage removals and adjustments. The plans will consist of two (2) windows depicting a proposed plan view and a profile. The horizontal scale of both windows will be 1”=20’. The vertical scale of the profile will be 1”=2’. The drainage profile will show the proposed storm sewer and portions of the existing storm sewer to remain and proposed ditch and swale profiles.

- m) Drainage Schedules – Schedules will be provided for the proposed storm sewers and drainage structures. Additionally callouts with nominal information will be provided on the drainage plan and profile sheets. Schedules of storm sewer and drainage structure removals will also be prepared if warranted.
 - n) Plat of Highways – The plats will be prepared at a scale of 1" = 20'.
 - o) Intersection Details – Intersection Paving Plans will be prepared at all side street intersections at a 1"=10' scale and will contain elevations at all edges of pavement, and lane lines.
 - p) Sidewalk Details – Sidewalk curb ramp details will be provided at all locations where proposed sidewalk terminates. Elevations and grades will be included on these details.
 - q) Pavement Marking Plans and Signing Plans – Final pavement marking and signing plans will be developed at a scale of 1" = 20' with 2 views per sheet with an accompanying schedule.
 - r) Landscaping Plans – It is assumed that landscaping will consist of seeding and sodding along areas disturbed by construction, as well as the location of replacement trees where appropriate. The landscaping information will be depicted on the Pavement Marking and Signing Plans.
 - s) Traffic Signal Plans – Traffic Signal Plans for pedestrian signals will be prepared as described in the following section entitled "Traffic Signals".
 - t) District 1 Detail Drawings – Applicable District One Standard Details will be researched and included in the contract documents.
 - u) Lake County Division of Transportation Standard Details – Applicable LCDOT Standard Details will be researched and included in the contract documents.
 - v) Cross-Sections – Cross-Sections will be provided at a maximum of 50-foot intervals and at driveway locations showing the planned improvements. Cut, fill, and removal and disposal of unsuitable material areas and volumes will be provided for the length of the project.
10. Special Provisions – Special provisions will be necessary to provide descriptions of work that are not covered by the Standard Specifications. Also included in this item is review and inclusion of applicable Recurring, BLR&S, District special provisions, LCDOT special provisions, and any project specific special provisions.
11. Estimate of Time – The expected duration of construction time will be determined and provided in tabular format.

12. Estimate of Cost – The anticipated cost of construction will be provided for each milestone submittal using the pay items and historical unit prices.
13. Quantity Calculation Book – Detailed breakdowns will be provided for every pay item and consolidated for use during construction. This deliverable will be provided at the final submittal.

LIGHTING

No lighting is expected for this project.

TRAFFIC SIGNALS

1. The Traffic Signal layout prepared in Phase I will be used as the basis of design for the Phase II Plans.
2. Patrick will prepare and provide the traffic signal plans for the improvements at the IL 120 at IL 131 intersection following IDOT District 1 specifications. These plans will include the following:
 - a) Design Checklist
 - b) Title Sheet
 - c) Summary of Quantities Sheet
 - d) District 1 Standard Traffic Signal Design Details
 - e) Geometric Plan and Signal Layout Sheet
 - f) Cable Plan
 - g) Sequence of Operation and Schedule of Quantities Sheet
 - h) Pavement Marking Sheets
 - i) Applicable State Standard Sheets

ENVIRONMENTAL

A special waste PSI will be required. This task is included in the scope of the Phase I contract and therefore will not be included in this proposal.

STRUCTURAL

No structural work is expected for this project.

DRAINAGE

General

1. The Location Drainage Study (LDS) prepared in Phase I will be used as the basis of design for the proposed drainage system.

Stormwater Detention

2. Per the Lake County Watershed Development Ordinance, stormwater detention will not be required for this project.

Storm Sewers

3. Patrick will perform inlet spacing calculations where new storm sewer is to be constructed.
4. Based on the inlet spacing, the main drain storm sewer design contained in the LDS will be refined as needed. It is also recognized that minor adjustments to the proposed design may be needed to minimize utility conflicts.
5. Drainage structure sizes and types and rim and invert elevations will be specified.
6. Invert elevations and slopes for all proposed storm sewers will be specified.
7. Erosion control measures will be detailed at outfalls.

Swales and Ditches

8. Patrick will develop cross-sections for all swales and ditches within the right-of-way. It is assumed that cross-sections will be prepared at intervals of 50 feet.
9. Ditches will be checked for hydraulic capacity.
10. Where needed, Patrick will design ditch linings and other erosion control features within the ditches.

Compensatory Storage

11. There is Zone AE floodplain that will be impacted by the proposed improvement. It is assumed that the 10-year and 100-year floodplain elevations used in the Phase I study will be acceptable to SMC for permitting.
12. Based on final roadway cross-sections, the floodplain fill calculations provided in the LDS will be checked and refined as needed.
13. Floodplain compensatory storage will be excavated in the existing depression on the northeast corner of Illinois Route 120 and Knight Avenue. A grading plan will be developed for this work. It is assumed that the wetland in this area will not be impacted and the grading work will be contained within either proposed right-of-way or temporary easement.

14. It is assumed that disturbed areas within this compensatory storage area will be restored by seeding with standard IDOT seed mixtures.

PERMITS

1. A Lake County SMC stormwater management permit (Watershed Development Permit) will be required due to construction within the floodplain.
2. As more than one acre will be disturbed, a Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP) will be prepared and submitted to the IEPA for NPDES Stormwater Permit approval.
3. Permit fees, where applicable, are not included.
4. It is assumed that neither a U.S. Army Corps of Engineers Section (USACE) 404 permit nor a Joint Permit will be required for this project.
5. It is assumed that permits from Park City and the City of Waukegan are not required.
6. It is assumed that an Agricultural Resources permit will not be required.
7. It is assumed that Cultural Resources and Endangered Species clearances were obtained during Phase I.
8. It is assumed that Borrow/Use Area permits will be obtained by the contractor.

UTILITIES

1. Patrick Engineering will identify potential utility conflicts and notify the affected utility owners of these potential conflicts.
2. Patrick will review any utility permit submittals for relocations.
3. It is assumed no water main, sanitary, or other utility relocation or redesign will be completed by Patrick for this project.

GEOTECHNICAL

No geotechnical work is expected to be performed as part of this project.

SURVEY

Some pick-up survey work will be necessary to obtain additional topographic details during the Phase II design. These areas include off-site locations where detention or compensatory storage is proposed as per the Location Drainage Study. Also included are PACE bus stop locations where improvements have occurred since the initial survey was performed.

PLATS & LEGALS

This task will include preparation of Plats and Legal Descriptions by Patrick based on the Phase I design already completed by Patrick. This will include the preparation of right-of-way plats and legal descriptions for permanent right-of-way acquisition and permanent/temporary easements as required for roadway, drainage, or construction purposes. The required plats and legal descriptions will cover the 20 parcels anticipated to be affected by ROW acquisition.

ROW NEGOTIATION AND ACQUISITION

Santacruz Land Acquisitions will perform all necessary services to appraise, negotiate, and acquire the right-of-way required for this project. Please refer to the attached scope of work and manhours from Santacruz Associates for further information.

DELIVERABLES AND COORDINATION

1. Deliverables
 - a) Preliminary Contract Plans
 - i) LCDOT - 1 full size copy, 6 quarter size copies, special provisions, and PDF of all
 - ii) IDOT Permits - 5 quarter size copies and special provisions
 - iii) Park City, City of Waukegan - 1 quarter size copy each
 - iv) Utilities – 1 quarter size copy each
 - b) Pre-Final Contract Plans
 - i) LCDOT - 1 full size copy, 6 quarter size copies, special provisions, and PDF of all
 - ii) IDOT Permits - 5 quarter size copies and special provisions
 - iii) Park City, City of Waukegan - 1 quarter size copy each
 - iv) Utilities – 1 quarter size copy each
 - c) Final Contract Plans
 - i) LCDOT - 3 full size copies, 6 quarter size copies, special provisions, PDF of all, and MicroStation files
 - ii) IDOT Permits - 5 quarter size copies and special provisions
 - iii) Park City, City of Waukegan - 1 quarter size copy each
 - iv) Utilities – 1 quarter size copy each
 - d) Final Quantity Calculations

- i) LCDOT – 2 copies and PDF
 - e) Construction Cost Estimate
 - f) Construction Schedule/Estimate of Time
- 2. The project will involve coordination with:
 - a) LCDOT - Project development and resolution issues. Copies of all correspondence will be submitted to the LCDOT.
 - b) IDOT – Plan reviews and specific bureau review of improvements.
 - c) Park City - Extra work items and resolution of issues within their jurisdiction
 - d) City of Waukegan - Extra work items and resolution of issues within their jurisdiction
 - e) Lake County Stormwater Management Commission
 - f) Illinois Environmental Protection Agency
 - g) All utility companies having facilities within the project limits
 - h) Support for right-of-way negotiation services
 - i) LCDOT website updates

POST-CONTRACT COORDINATION

Post-contract coordination for tasks such as responding to inquiries and requests for information during construction is included.

QUALITY ASSURANCE/QUALITY CONTROL

This task includes the development of the project specific QA/QC Plan and the implementation of the QA/QC plan for this project. Upon authorization to proceed, the Patrick QA/QC Plan will be modified and tailored to this specific project. This task also includes the implementation of the Patrick QA/QC plan for the project throughout the course of the Phase II Contract Plans.

ADMINISTRATION/MANAGEMENT

This task includes the overall project administration tasks for the Phase II Contract Plans. Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, schedule oversight to ensure project milestones are being met, and project reporting and invoicing. Progress reports will be submitted to LCDOT with each monthly invoice submitted. A Microsoft Project schedule with project milestones will be prepared and updated throughout the course of the project.

Phase II Contract Plans				
	<u>ITEM</u>			
1	<u>Contract Plan Preparation</u>	<u>Sheets</u>		<u>Manhours</u>
	Title/Cover Sheet	1		8
		Subtotal Sheets	1	Subtotal MH's 8
	Index of Sheets & State Standards	1		8
		Subtotal Sheets	1	Subtotal MH's 8
	General Notes	1		16
		Subtotal Sheets	1	Subtotal MH's 16
	Summary of Quantities	2		16
		Subtotal Sheets	2	Subtotal MH's 16
	Typical Sections	2		24
		Subtotal Sheets	2	Subtotal MH's 24
	Schedule of Quantities	8		40
		Subtotal Sheets	8	Subtotal MH's 40
	Alignment, Ties, and Benchmarks	<u>Sheets</u>		<u>Manhours</u>
	Alignment Plan 1"=100' (2 views/sheet)	1		10
	Horizontal Alignment Control Points w/ties	1		10
		Subtotal Sheets	2	Subtotal MH's 20
	Plan and Profile Sheets (Scale 1"=20')	<u>Sheets</u>		<u>Manhours</u>
	Illinois Route 120	5		150
	Quantity Calculations (Included in sheet manhours)			0
		Subtotal Sheets	5	Subtotal MH's 150
	Suggested Staging of Construction and Traffic Control	<u>Sheets</u>		<u>Manhours</u>
	Traffic Control Plan	2		32
	Prepare IDOT Standards for MOT			8
		Subtotal Sheets	2	Subtotal MH's 40
	Erosion and Sediment Control Plans (Scale 1"=50')	<u>Sheets</u>		<u>MHs</u>
	Erosion Control General Notes	1		16
	Illinois Route 120 (X 2 stages)	4		60
	Erosion Control Details	2		48
	Quantity Calculations (Included in sheet manhours)			
		Subtotal Sheets	7	Subtotal MH's 124
	Drainage and Utilities Sheets (Scale 1"=20')	<u>Sheets</u>		<u>MHs</u>
	Illinois Route 120	5		60
	Floodplain Compensatory Storage Grading Plan	1		36
	Drainage Details	1		32
	Quantity Calculations (Included in sheet manhours)			
		Subtotal Sheets	7	Subtotal MH's 128

Phase II Contract Plans				
Drainage Calculations			<u>MHs</u>	
Storm Sewers				
Perform inlet spacing calculations			20	
Refine storm sewer calculations per final inlet locations			24	
Select manhole and catch basin locations and size structures			8	
Design erosion control at outfalls			8	
Swales and Ditches				
Design grading for ditches and swales (includes work in cross sections)			32	
Estimate cumulative discharges along ditches and swales			12	
Check hydraulic capacity of ditches and swales			16	
Design erosion control features where required			8	
Floodplain Encroachment/Fill and Compensatory Storage				
Refine floodplain fill calculations			8	
Refine design of compensatory storage areas			12	
			Subtotal MH's	148
Plat of Highways		<u>Sheets</u>	<u>MHs</u>	
Plat Sheet Setup and Drafting Annotation		5	46	
Check Plats for Consistency with Plans			8	
Revisions to ROW Based on Coordination			8	
Legal Descriptions			36	
Boundary Resolution at Green Bay Road south of Illinois Route 120			28	
		Subtotal Sheets	5	Subtotal MH's 126
Intersection Details (Scale 1" = 20')		<u>Sheets</u>	<u>MHs</u>	
Staben Avenue, Dromey Avenue, Birch Avenue		1	20	
		Subtotal Sheets	1	Subtotal MH's 20
Sidewalk Details (Scale 1" = 10')		<u>Sheets</u>	<u>MHs</u>	
Sidewalk Ramp Details with Elevations and Grades		4	28	
		Subtotal Sheets	4	Subtotal MH's 28
Landscaping, Pavement Marking & Signing Plans (Scale 1"=20')		<u>Sheets</u>	<u>MHs</u>	
		6	72	
		Subtotal Sheets	6	Subtotal MH's 72
Traffic Signal Plans		<u>Sheets</u>	<u>MHs</u>	
Design Checklist		included in other signal items		
Title Sheet		already included in Roadway plans		
Summary of Quantities Sheet		1	8	
District 1 Standard Traffic Signal Design Details		7	8	
Geometric Plan and Signal Layout Sheet		1	40	
Cable Plan, Sequence of Operation and Schedule of Quantities Sheet		1	24	
Pavement Marking Sheets		already included in Roadway plans		
Applicable State Standard Sheets		1	4	
		Subtotal Sheets	11	Subtotal MH's 84

Phase II Contract Plans					
Cross Sections (2 hrs/X-Section)				Sheets	MHs
	Illinois Route 120 @ 50' intervals + at Driveways & Cross Streets: 48 Sections			13	72
	Quantity Calculations (Included in x-sections)				0
			Total Sheets	13	Subtotal MH's 72
Standard Drawings				Sheets	MHs
	Identifying applicable LCDOT/IDOT Standards & Placing onto Project Border			40	20
			Subtotal Sheets	40	Subtotal MH's 20
Special Provisions					MHs
	Prepare Special Provisions (For Prelim, Prefinal & Final Submittals)				72
					Subtotal MH's 72
Estimate of Time					MHs
	Prepare BD220 & Bar Chart (For Prelim, Prefinal & Final Submittals)				36
	Prepare Estimate of Cost				36
					Subtotal MH's 72
	TOTAL CONTRACT PLAN PREPARATION SHEETS =			118	TOTAL MH'S = 1288
				ESTIMATED DIRECT COSTS = \$ 4,465	
Materials and Reproduction					
	Preliminary Submittal				
	300 sheets of specs X 6 sets X \$0.10 per sheet =				\$ 180
	118 sheets 1/4 size X 6 sets X \$0.25 per sheet =				\$ 177
	Pre-Final Submittal				
	300 sheets of specs X 13 sets X \$0.10 per sheet =				\$ 390
	118 plots bond X 7 sets X \$1.80 per sheet =				\$ 1,487
	118 copies 1/4 size X 6 sets X \$0.25 per sheet =				\$ 177
	Final Submittal				
	300 sheets of specs X 15 sets X \$0.10 per sheet =				\$ 390
	118 plots bond X 7 sets X \$1.80 per sheet =				\$ 1,487
	118 copies 1/4 size X 8 sets X \$0.25 per sheet =				\$ 177
2 Meetings / Field Checks/Coordination					
LCDOT/IDOT Meetings				Meetings	MHs
	Preliminary Plan Review Meeting (1 meeting - 3 people (PM, PE, Drainage))			1	6
	Prepare Preliminary Plan Review Meeting Minutes				2
	Pre-Final Plan Review Meeting (1 meeting - 3 people (PM, PE, Drainage))			1	6
	Prepare Pre-Final Plan Review Meeting Minutes				2
	Utility Review Meetings (4 meetings - 2 people (PM, PE))			4	16
	Prepare Utility Review Meeting Minutes				8
	Plan-in-Hand Field Review Meeting (1 meeting - 2 people (PE, Dr))			1	8
	Prepare Plain-in-Hand Review Meeting Minutes				2
	Progress Meetings w/ LCDOT (1 meeting - 2 people (PM, PE))			1	6
	Prepare Meeting Minutes				2
	Traffic Signal Review Meetings (1 meeting - 2 people (Sig PM+ PE))			1	6
	Prepare Meeting Minutes				2

Phase II Contract Plans					
	Other Meetings				
	IDOT (2 meetings - 3 people (PM, PE, Dr))	2		18	
	Prepare Meeting Minutes			4	
	Lake County SMC (1 meeting - 2 people (PM, Dr))	1		6	
	Prepare Meeting Minutes			2	
	PACE (1 meeting - 2 people (PM, PE))	1		6	
	Prepare Meeting Minutes			2	
	Field Checks	Field Checks			
	Videotape and photograph site	1		4	
	Roadway	2		8	
	Drainage	2		8	
	Traffic Signal	1		6	
	Coordination				
	Coordination with Santacruz Associates relating to appraisals/negotiations			24	
		Total Meetings / Field Checks	19		
		TOTAL MEETINGS / FIELD CHECK / COORDINATION MH'S =		154	
		ESTIMATED DIRECT COSTS =		\$ 1,190	
	Materials and Reproduction (500 pages x \$0.10/page)			\$ 50	
	Vehicle Usage				
	19 vehicle days X \$60/day			\$ 1,140	
3	Permits			MHs	
	Prepare Lake County SMC WDO permit application package			18	
	Prepare exhibits for SMC permit			12	
	Prepare Storm Water Pollution Prevention Plan			20	
	Prepare NOI package for NPDES permit			8	
	Monitor permit applications and respond to comments			12	
				TOTAL PERMITS MH'S =	70
				ESTIMATED DIRECT COSTS =	\$ 283
	Materials and Reproduction				
	2 packages X 3 copies 8 -1/2 X 11 X 100 pages X \$0.10 per sheet =			\$ 60	
	2 pkgs X 3 copies 11 X 17 size X 10 sheets X \$0.25 per sheet =			\$ 15	
	2 pkgs X 3 copies 11 X 17 size X 10 sheets X \$1.80 per sheet =			\$ 108	
	Shipping/Postage			\$ 100	
4	Utilities			MHs	
	Utility Conflict Determination/Mitigation/Review Permit (Prelim & Prefinal Submittals)			32	
	Notify and Coordinate with Affected Utility Owners			20	
				TOTAL UTILITIES MH'S =	52
5	Survey			MHs	
	Pickup survey in compensatory storage area and at new PACE bus stops			20	
				TOTAL SURVEY MH'S =	20

Phase II Contract Plans				
6	<u>QA/QC</u>			<u>MHs</u>
	Perform QA/QC (20manhours per submittal)			60
			TOTAL QA/QC MH'S =	60
			ESTIMATED DIRECT COSTS =	\$ 100
	Materials and Reproduction (1000 pages x \$0.10/page)			\$ 100
7	<u>Post-Contract Coordination</u>			<u>MHs</u>
	Questions During Bidding Process			8
	Pre-Construction Meeting			6
	Answer Field Questions in Office			40
		Total Field Checks	0	Subtotal MH's 54
			TOTAL POST CONTRACT COORDINATION MH'S =	54
			ESTIMATED DIRECT COSTS =	\$ 60
	Vehicle Usage			
	1 vehicle day X \$60/day			\$ 60
8	<u>Administration and Management</u>			100
			TOTAL ADMIN/MANAGEMENT MH'S =	100
			ESTIMATED DIRECT COSTS =	\$ 100
	Materials and Reproduction (1000 pages x \$0.10/page)			\$ 100
<u>SUMMARY OF WORKHOURS AND DIRECT COSTS</u>			<u>Workhours</u>	<u>Direct Costs</u>
1	Contract Plan Preparation		1,288	\$4,465
2	Meetings / Field Checks/Coordination		154	\$1,190
3	Permits		70	\$283
4	Utilities		52	\$0
5	Survey		20	\$0
6	QA/QC		60	\$100
7	Post-Contract Coordination		54	\$60
8	Administration and Management		100	\$100
	TOTALS:		1,798	\$6,198

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

**FIRM NAME
PRIME/SUPPLEMENT**

Patrick Engineering
Prime

DATE
PTB NO.

03/11/15
N/A

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
5/1/2015
ANNIVERSARY

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

172.00%
0
3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%

PAYROLL RATES

FIRM NAME Patrick Engineering DATE 03/11/15
PRIME/SUPPLEMENT Prime
PTB NO. N/A

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Project Manager	\$54.45	\$56.08
Project Engineer 3/4	\$48.22	\$49.67
Project Engineer 1/2	\$40.45	\$41.66
Staff Engineer 3	\$35.46	\$36.52
Staff Engineer 2	\$32.37	\$33.34
Staff Engineer 1	\$26.17	\$26.96
Technician	\$22.72	\$23.40
Survey Director	\$57.69	\$59.42
Project Surveyor	\$39.05	\$40.22
Staff Surveyor	\$24.42	\$25.16
CAD Designer	\$27.29	\$28.11
Admin Assist	\$20.17	\$20.78

COST PLUS FIXED FEE

REV 12/04
03/11/15REV
03/11/15

COMPLEXITY FACTOR

[illegible]

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AVERAGE HOURLY PROJECT RATES

Patrick Engineering

N/A

Prime

PRIME/SUPPLEMENT

DATE 03/11/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Contract Plan Preparation			Meetings/Field Checks/Coord			Permits			Utilities			Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	51	2.84%	1.99	15	1.16%	0.82	6	3.90%	2.73									
Project Manager	56.08	160	8.90%	4.99	130	10.09%	5.66												
Project Engineer 3/4	49.67	48	2.67%	1.33															
Project Engineer 1/2	41.66	68	3.78%	1.58				40	25.97%	10.82	20	28.57%	11.90	8	15.38%	6.41			
Staff Engineer 3	36.52	171	9.51%	3.47	135	10.48%	3.83	36	23.38%	8.54									
Staff Engineer 2	33.34	361	20.08%	6.69	240	18.63%	6.21	72	46.75%	15.59	25	35.71%	11.91	16	30.77%	10.26			
Staff Engineer 1	26.96	283	15.74%	4.24	250	19.41%	5.23				25	35.71%	9.63						
Technician	23.40	236	13.13%	3.07	188	14.60%	3.42							28	53.85%	12.60			
Survey Director	59.42	15	0.83%	0.50	15	1.16%	0.69												
Project Surveyor	40.22	65	3.62%	1.45	55	4.27%	1.72										10	50.00%	20.11
Staff Surveyor	25.16	65	3.62%	0.91	55	4.27%	1.07										10	50.00%	12.58
CAD Designer	28.11	205	11.40%	3.20	205	15.92%	4.47												
Admin Assist	20.78	70	3.89%	0.81															
TOTALS		1798	100%	\$34.23	1288	100%	\$33.12	154	100%	\$37.68	70	100%	\$33.44	52	100%	\$29.27	20	100%	\$32.69

AVERAGE HOURLY PROJECT RATES

FIRM	Patrick Engineering
PTB	N/A
PRIME/SUPPLEMENT	Prime

DATE 03/11/15

SHEET **2** **OF** **2**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Post-Contract Coordination			Administration and Management											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	30	50.00%	35.00															
Project Manager	56.08																		
Project Engineer 3/4	49.67	30	50.00%	24.83				30	30.00%	16.83									
Project Engineer 1/2	41.66																		
Staff Engineer 3	36.52																		
Staff Engineer 2	33.34							8	14.81%	4.94									
Staff Engineer 1	26.96							8	14.81%	3.99									
Technician	23.40							20	37.04%	8.67									
Survey Director	59.42																		
Project Surveyor	40.22																		
Staff Surveyor	25.16																		
CAD Designer	28.11																		
Admin Assist	20.78																		

PROPOSAL FOR LAND ACQUISITION SERVICES

Lake County Division of
Transportation

Patrick Engineering



IL 120
from Knight Ave
to Green Bay Road

**Santacruz Land
Acquisitions**

2650 Valor Drive • Glenview, IL 60026
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

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.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Patrick Engineering, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of IL 120 from Knight Avenue to Green Bay Road (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. 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.

All of 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, our team 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, our team 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. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz Land Acquisitions is made up of 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 LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team 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
- Extensive experience with complex valuations and acquisitions
- 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.

Our solution is to apply our team’s extensive collective decades of 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 Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **twenty (20)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$49,400.00.
<u>REVIEW APPRAISALS:</u>	\$18,200.00.
<u>NEGOTIATIONS:</u>	\$48,000.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant 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 Land Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

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 **\$120,600.00** as follows:

Land Acquisition Services	\$115,600.00
Direct Billable Expenses	\$5,000.00

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TECHNICAL APPROACH

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

Santacruz Land Acquisitions 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 Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

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 Land Acquisitions 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. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions 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: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal / Waiver Valuation

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser will recommend the type of appraisal, which type shall be approved by IDOT. The types of appraisals to be used are the following:

- Waiver Valuation
- Non-complex – damages less than \$5,000
- Complex

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms as provided or outlined by IDOT's land acquisition division. Santacruz Land Acquisitions shall furnish

and deliver four copies of the completed appraisal report for each parcel.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

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, the Appraiser assigned to appraise the parcel 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.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to each appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions 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 Land Acquisitions 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 Land Acquisitions 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 LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions 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 Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions 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 Land Acquisitions 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 Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

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

Upon successful negotiations with the property owner, Santacruz Land Acquisitions 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 Land Acquisitions 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 Land Acquisitions, 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 Land Acquisitions 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, the Negotiator assigned to negotiate the parcel 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

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. 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 Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings 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. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team 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

a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals (Non-Complex)	\$1,600.00 - \$1,900.00
Appraisals (Complex)	\$3,000.00 - \$3,500.00
Revision to appraisal due to change in ROW or plans	\$800.00 - \$1,500.00

Review Appraisal Services

Review Appraisals (Non-Complex)	\$800.00
Review Appraisals (Complex)	\$1,000.00 - \$1,200.00
Revision to review appraisal due to change in ROW or plans	\$500.00 - \$750.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,400.00
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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