

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue)      \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_ Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Dave Gorman, Assistant Director of Public Works

**DATE:** November 18, 2014      (COW) (B of T)      **Date:** December 4, 2014

**TITLE:** Hill Avenue Bridge  
Design Engineering Services Phase II

**SUBMITTED BY:** Ying L. Miao, P.E., Civil Engineer II

**BACKGROUND/POLICY IMPLICATIONS:**

The Hill Avenue bridge over the East Branch of the DuPage River needs to be replaced. It has been identified as eligible for funding under the Illinois Department of Transportation Highway Bridge Program (HBP) at 20% local match funding. The Village has received proposals from the Roadway Design Shortlist of engineering consultants to do the phase I and phase II engineering of the bridge and found Bollinger, Lach & Associates, Inc. (BLA) of Itasca, the most qualified firm. Currently BLA is submitting the Phase II Engineering budget for approval.

**FISCAL IMPACT/FUNDING SOURCE:**

Total Contract Amount: \$179,650.00 (\$35,930.00 CapProjFd), (\$143,720.00 HBP)  
Account: 410.710.725.75410  
PW Project Number: M-11-06

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Scott Neihaus, Village Manager  
Through: Carl Goldsmith, Director of Public Works  
From: Dave Gorman, P.E., Assistant Director of Public Works *DG*  
Date: November 17, 2014  
Subject: Hill Avenue Bridge Replacement Project  
Design Engineering Phase II

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Attached please find a contract, resolution and fee schedule for design engineering phase II services for the Hill Avenue Bridge Replacement Project.

This is the design engineering phase II contract following the IDOT's approval on the phase I design and the draft phase II preliminary engineering agreement for the removal and replacement of the existing Hill Avenue Bridge. The selection of the design engineer was made during the phase I design engineering process. Upon review, Bollinger, Lach & Associates, Inc. (BLA) of Itasca, is the most qualified firm to serve as design engineer for this project.

The project consists of replacing the Hill Avenue Bridge over the east branch of the DuPage River, necessitated by the deterioration of the bridge. Project design will be performed in accordance with IDOT and Village Standards. The design and construction costs of the bridge are eligible for funding under the State's Highway Bridge Program at a 20% local match. The local match cost will be shared with the Village of Glen Ellyn.

The scope and fee for Phase II Engineering were negotiated with BLA and agreed to by both parties. Phase II engineering will include final design of the bridge, bid document preparation (plans, specifications and engineer's estimate of cost), coordination with IDOT, and procurement of all necessary permits. The Phase II Engineering budget is being submitted for not-to-exceed design engineering fees in the amount of \$179,650.00. 20% of the funds (\$35,930.00) will come from Capital Projects Fund and the contribution from the Village of Glen Ellyn, and 80% from Illinois Highway Bridge Program (\$143,720.00).

Please present this agreement and resolution to the President and Board of Trustees for their review at the regular meeting of December 4, 2014. If approved, please return six (6) original signed copies of the Local Agency Agreement for Federal Participation (BLR 05310) and four (4) copies of the Preliminary Engineering Services Agreement For Federal Participation (BLR 05610) to Public Works-Engineering for further processing.

**RESOLUTION**  
**R\_\_\_\_\_10**

**A RESOLUTION AUTHORIZING SIGNATURE OF**  
**PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Bollinger, Lach & Associates, Inc. regarding design engineering services Phase II for the Hill Avenue Bridge project as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS** as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 4th day of December, 2014.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_


Absent: \_\_\_\_\_

Approved this 4th day of December, 2014.

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Village of Lombard	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 10-00154-00-BR	Fund Type STP-Br	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-752-10	BRM-9003(697)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Hill Avenue Route FAU 1431 Length 0.19 mile  
 Termini Over East Branch DuPage River

Current Jurisdiction LA TIP Number 08-10-0029 Existing Structure No 022-3025

#### Project Description

All Phase II Preliminary Engineering for the removal of existing Structure Number 022-3025 and design of replacement S.N. 022-7000

#### Division of Cost

Type of Work	STP-Br	%	%	LA	%	Total
Participating Construction		( )	( )		( )	
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering	143,720	( * )	( )	35,930	( BAL )	179,650
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials		( )	( )		( )	
<b>TOTAL</b>	<b>\$ 143,720</b>			<b>\$ 35,930</b>		<b>\$ 179,650</b>

\*Maximum FHWA (STP-Br) Participation 80% not to exceed \$143,720.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Keith T. Giagnorio

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005975 conducting business as a Governmental Entity.

DUNS Number 160992199

**APPROVED**

State of Illinois  
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Local Agency Village of Lombard	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant Bollinger Lach & Associates, Inc.
County DuPage		Address 333 Pierce Road-Suite 200
Section 10-00154-00-BR		City Itasca
Project No. BRM-9003(697)		State IL
Job No. D-91-752-10		Zip Code 60143
Contact Name/Phone/E-mail Address Ying/Miao/(630)-620-5740 MiaoY@villageoflombard.org	Contact Name/Phone/E-mail Address Joel Ihde/(630)-438-6400 jihde@bollingerlach.com	

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Hill Avenue Route FAU 1431 Length 0.19m Structure No. 022-3025

Termini Over East Branch DuPage River

Description Phase II Engineering Services and Land Acquisition. Preliminary Services for Bridge Removal and Replacement.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - 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.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)  
Lump Sum                   \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. 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 drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Bollinger, Lach & Associates, Inc.	36-4263432	\$160,450.30
Sub-Consultants:	TIN Number	Agreement Amount
Santacruz Land Acquisitions	46-3851733	\$19,200.00
Sub-Consultant Total:		\$19,200.00
Prime Consultant Total:		\$160,450.30
Total for all Work:		\$179,650.30

Executed by the LA:

Village of Lombard

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

By:   
Title: Vice President

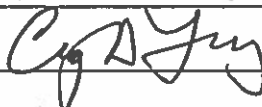
Bollinger, Lach & Associates, Inc.  
By:   
Title: Chief Executive Officer

Exhibit A - Preliminary Engineering

Route: Hill Avenue over E. Branch DuPage River  
 Local Agency: Village of Lombard  
 (Municipality/Township/County)  
 Section: 10-00154-00-BR  
 Project: BRM-9003(697)  
 Job No.: D-91-752-10

Method of Compensation:

- 14.5%[(DL + R(DL) + OH(DL) + IHDC)]  
 14.5%[(DL + R(DL) + 1.4(DL) + IHDC)]  
 14.5%[(2.3 + R)DL + IHDC]

Specific Rate  
 Lump Sum

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 121.45 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Prelim Engineering	Principal	5.00	\$70.00	\$350.00	\$425.07	\$0.00	\$1,880.70	\$385.08	\$3,040.85
	Project Manager	95.00	\$48.20	\$4,579.00	\$5,561.19	\$0.00	\$0.00	\$1,470.32	\$11,610.51
	Design Engineer	214.00	\$26.19	\$5,604.66	\$6,806.85	\$0.00	\$0.00	\$1,799.67	\$14,211.18
	CADD Tech II	162.00	\$32.50	\$5,265.00	\$6,394.34	\$0.00	\$0.00	\$1,690.60	\$13,349.94
	Dir. Env. Svcs.	16.00	\$48.08	\$769.28	\$934.29	\$0.00	\$0.00	\$247.01	\$1,950.58
Prefinal Engineering	Principal	2.00	\$70.00	\$140.00	\$170.03	\$0.00	\$2,075.55	\$345.90	\$2,731.48
	Project Manager	34.00	\$48.20	\$1,638.80	\$1,990.32	\$0.00	\$0.00	\$526.22	\$4,155.34
	Design Engineer	76.00	\$26.19	\$1,990.44	\$2,417.38	\$0.00	\$0.00	\$639.13	\$5,046.95
	CADD Tech II	58.00	\$32.50	\$1,885.00	\$2,289.33	\$0.00	\$0.00	\$605.27	\$4,779.60
Final Engineering	Principal	1.00	\$70.00	\$70.00	\$85.01	\$0.00	\$1,257.70	\$204.84	\$1,617.55
	Project Manager	7.00	\$48.20	\$337.40	\$409.77	\$0.00	\$0.00	\$108.33	\$855.50
	Design Engineer	15.00	\$26.19	\$392.85	\$477.11	\$0.00	\$0.00	\$126.14	\$996.10
	CADD Tech II	12.00	\$32.50	\$390.00	\$473.65	\$0.00	\$0.00	\$125.22	\$988.87
<b>Totals</b>		<b>697.00</b>		<b>\$23,412.43</b>	<b>\$28,434.34</b>		<b>\$5,213.95</b>	<b>\$8,273.73</b>	<b>\$65,334.45</b>

Exhibit A - Preliminary Engineering

Route: Hill Avenue over E. Branch DuPage River  
 Local Agency: Village of Lombard  
 (Municipality/Township/County)  
 Section: 10-100154-00-BR  
 Project: BRM-9003(697)  
 Job No.: D-91-752-10

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 1  
 Cost Plus Fixed Fee 2  
 Cost Plus Fixed Fee 3  
 Specific Rate  
 Lump Sum

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 121.45 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Structural Engineering	Dir. of Str. Eng.	154.00	\$62.50	\$9,625.00	\$11,689.56	\$0.00	\$0.00	\$3,090.61	\$24,405.17
	Structural Eng.	238.00	\$40.87	\$9,727.06	\$11,813.51	\$0.00	\$0.00	\$3,123.38	\$24,663.95
	CADD Tech II	326.00	\$32.50	\$10,595.00	\$12,867.62	\$0.00	\$0.00	\$3,402.08	\$26,864.70
QC/QA	Project Manager	12.00	\$48.20	\$578.40	\$702.46	\$0.00	\$0.00	\$185.72	\$1,466.58
	Design Engineer	12.00	\$26.19	\$314.28	\$381.69	\$0.00	\$0.00	\$100.91	\$796.88
	Dir. of Str. Eng.	12.00	\$62.50	\$750.00	\$910.87	\$0.00	\$0.00	\$240.82	\$1,901.69
	Structural Engr.	12.00	\$40.87	\$490.44	\$595.63	\$0.00	\$0.00	\$157.48	\$1,243.55
Shop Drawing Review	Dir. of Str. Eng.	20.00	\$62.50	\$1,250.00	\$1,518.12	\$0.00	\$0.00	\$401.37	\$3,169.49
	Structural Eng.	20.00	\$40.87	\$817.40	\$992.73	\$0.00	\$0.00	\$262.46	\$2,072.59
Administration	Principal	2.00	\$70.00	\$140.00	\$170.03	\$0.00	\$0.00	\$44.95	\$354.98
	Project Manager	28.00	\$48.20	\$1,349.60	\$1,639.08	\$0.00	\$0.00	\$433.35	\$3,422.03
	Dir. of Str. Eng.	30.00	\$62.50	\$1,875.00	\$2,277.18	\$0.00	\$0.00	\$602.06	\$4,754.24
ROW Services				\$19,200.00		\$19,200.00			\$19,200.00
<b>Totals</b>		866.00		\$37,512.18	\$45,558.48	\$19,200.00		\$12,045.19	\$114,315.8
<b>GRAND TOTAL</b>		1563.00		\$60,924.61	\$73,992.82	\$24,413.95	\$5,213.95	\$20,318.92	\$179,650.30



**Prime Consultant**

Name	<u>Bollinger, Lach &amp; Associates, Inc.</u>
Address	<u>333 Pierce Road, Suite 200, Itasca, IL 60143</u>
Telephone	<u>(630)-438-6400</u>
TIN Number	<u>36-4263432</u>

**Project Information**

Local Agency	<u>Village of Lombard</u>
Section Number	<u>10-00154-00-BR</u>
Project Number	<u>BRM-9003(697)</u>
Job Number	<u>D-91-752-10</u>

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Santacruz Land Acquisitions	46-3851733	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

\_\_\_\_\_  
Signature and title of Prime Consultant

\_\_\_\_\_  
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).





**Project: BRM-9003(697)**  
**Section: 10-00154-00-BR**

	<u># of</u> <u>Sets</u>	<u>Size</u>	<u># of</u> <u>Sheets</u>	<u>Rate per</u> <u>Sheet</u>	<u>Total</u>
<b><u>PRELIMINARY PLANS</u></b>					
Plan Sets (3 Lombard)	3	Quarter	60	\$0.25	\$45.00
Full Size Plan Sets (Utility Companies - 2/ea)	12	22"x34"	60	\$2.00	\$1,440.00
Special Provisions (unbound)	3	8.5"x11"	150	\$0.10	\$45.00
Cost Estimate	3	8.5"x11"	3	\$0.10	\$0.90
Estimate of Time	3	8.5"x11"	2	\$0.10	\$0.60
Geotechnical/ Soils Report	3	8.5"x11"	40	\$0.10	\$12.00
Pavement Analysis	3	8.5"x11"	4	\$0.10	\$1.20
Vehicle Days (70%)			7	\$48.00	<u>\$336.00</u>
			Preliminary Total		\$1,880.70
<b><u>PRE-FINAL PLANS</u></b>					
Plan Sets (3 Lombard, 4 IDOT)	7	Quarter	65	\$0.25	\$113.75
Full Size Plan Sets (Utility Companies - 2/ea)	12	22"x34"	65	\$2.00	\$1,560.00
Special Provisions (unbound) - 3 Lombard/4 IDOT	7	8.5"x11"	150	\$0.10	\$105.00
Cost Estimate (3 Lombard/4 IDOT)	7	8.5"x11"	3	\$0.10	\$2.10
Estimate of Time	7	8.5"x11"	2	\$0.10	\$1.40
Geotechnical/ Soils Report	7	8.5"x11"	40	\$0.10	\$28.00
Stormwater Binders	6	Binder	1	\$9.00	\$54.00
Stormwater Reports	6	8.5"x11"	75	\$0.10	\$45.00
Stormwater Reports	6	11"x17"	5	\$0.25	\$7.50
DEC Exhibits (5 Agency Submittals)	30	22"x34"	1	\$2.00	\$60.00
Pavement Analysis	7	8.5"x11"	4	\$0.10	\$2.80
Vehicle Days (25%)			2	\$48.00	<u>\$96.00</u>
			Pre-Final Total		\$2,075.55
<b><u>FINAL PLANS</u></b>					
Plan Sets (IDOT) - Cover Sheet, Signed	1	Full Mylar	1	\$3.00	\$3.00
Plan Sets (3 Lombard, 4 IDOT)	7	Quarter	70	\$0.25	\$122.50
Full Size Plan Sets (6 Utility Companies - 1/ea)	6	22"x34"	70	\$2.00	\$840.00
Special Provisions (unbound)	12	8.5"x11"	200	\$0.10	\$240.00
Cost Estimate (3 Lombard/4 IDOT)	7	8.5"x11"	3	\$0.10	\$2.10
Estimate of Time	7	8.5"x11"	2	\$0.10	\$1.40
SWPPP	7	Report	1	\$0.10	\$0.70
Vehicle Days (5%)			1	\$48.00	<u>\$48.00</u>
			Final Total		\$1,257.70
<b>Grand Total</b>					<b>\$5,213.95</b>

**BLA Meeting Manhours Attachment**  
**Hill Avenue over E. Branch DuPage River (FAU 1431)**  
**Project: BRM-9003(697)**  
**Section: 10-00154-00-BR**

**Meetings**

Village of Lombard (Kickoff, 2 LA Meetings, PreCon)	4 mtgs @ 3 hrs. @ 2 people	24
IDOT-BLRS Kickoff	1 mtgs @ 3 hrs. @ 2 people	6
Utility Coordination Meetings	2 mtgs @ 3 hrs @ 2 people	12
Plan in Hand Field Review	1 mtg @ 4 hrs @ 2 people	8
Environmental Meetings		
USACOE Permit Coordination	1 mtgs @ 3 hrs @ 2 people	6
DEC Phase II Kickoff Meeting	1 mtgs @ 3 hrs @ 2 people	6
	<b>Total Meeting Manhours</b>	<b>62</b>
	Total Meetings	10
	<b>Total Vehicle Days</b>	<b>10</b>

**BLA Scope & Manhours**  
**Hill Avenue over E. Branch DuPage River (FAU 1431)**  
**Project: BRM-9003(697)**  
**Section: 10-00154-00-BR**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Title Sheet	1	8	8
Typical Section ( 2 Existing, 2 Proposed, Pvmt analysis form)	2	8	16
Alignment & Ties (Roadway and River Baseline)	2	8	16
Notes/ Index/ Standards	1	12	12
Summary of Quantities	3	12	36
Schedule of Quantities	2	12	24
Wetland Re-Delination, Verification			16
Maintenance of Traffic (Detour Route)	1		16
Removal Plan	1	12	12
Plan and Profile - 2 Sheets - (Hill Avenue: East & West Side)	2	24	48
Drainage & Utility - 2 Sheets - (Hill Avenue: East & West Side)	2	24	48
Drainage Calculations for DEC Permit			24
Special Provisions			24
Estimate of Time			8
Estimate of Cost (Roadway and Structural, 2 submittals)			24
Maintenance of Details			
-Modify IDOT	8	1	8
-Consultant Details	1	8	8
-Erosion Control/River Bank Stabilization Details	3	4	12
Pavement Marking, Signing and Landscaping	1	12	12
Erosion Control Plans			
-Roadway	1	8	8
-Under Bridge	1	8	8
-River Bank	1	8	8
Grading Plan (Under Bridge)	1	12	12
Soil Profiles and Coordination	1	8	8
Cross Sections (840' @ 50' = 17 + Driveways (4) = 21)			
-Full Cross Sections	7	9	63
<b>Sub-Total (Page 1)</b>	<b>42</b>		<b>479</b>

**BLA Scope & Manhours**  
**Hill Avenue over E. Branch DuPage River (FAU 1431)**  
**Project: BRM-9003(697)**  
**Section: 10-00154-00-BR**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
Meeting/Field Checks/ Coordination (See Attached)			62
<b>Permits</b>			
USACOE (404 Joint Application)			40
IEPA 401 Water Quality Certification			12
Kane-DuPage County Soil and Water Conservation District			16
DEC Permit			40
IEPA - NPDES Permit SWPPP			16
Utility Coordination (Permit, Conflicts, etc.)			32
QA/QC (24 MH Preliminary, 16 MH Prefinal and 12 MH Final Submittal)			48
Plat of Highways	6		
Structural Plans (See Attached)	19		718
Shop Drawings & Construction Assistance			<u>40</u>
<b>Sub-Total (Page 2)</b>	25		<b>1024</b>
<b>Sub-Total (Page 1)</b>	42		<b>479</b>
Administration/ Management (4% OF TOTAL)			<u>60</u>
<b>Total</b>	<b>67</b>		<b>1,563</b>

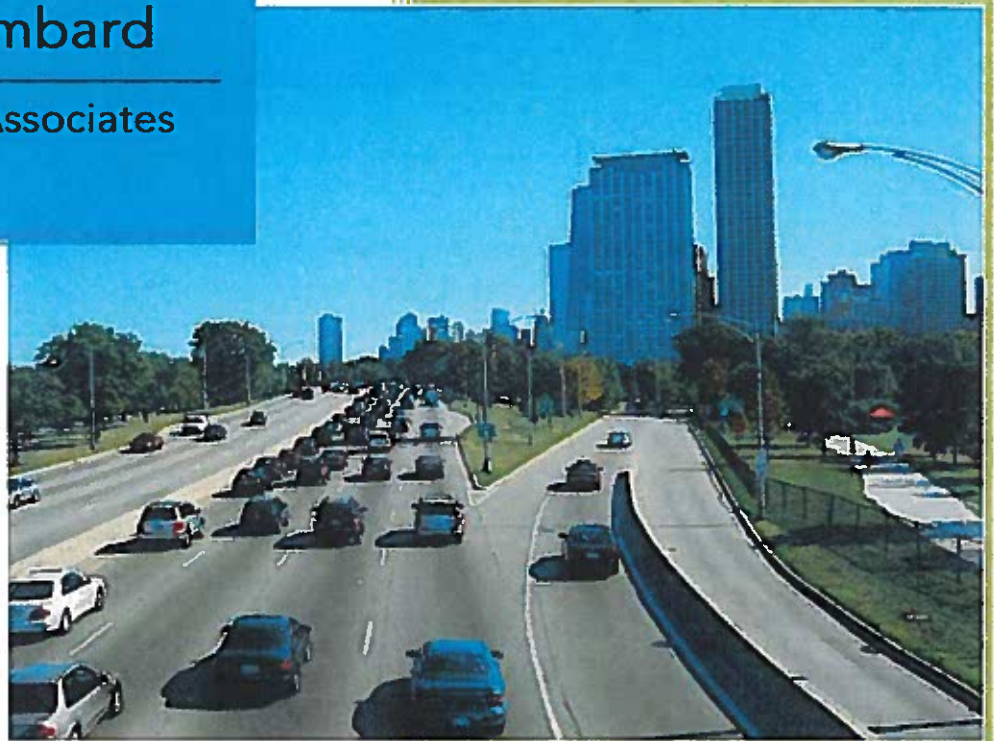


2015												2016		
	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR		
Notice to Proceed - (From Village)		NTP April 1, 2015												
Preliminary Plan Preparation (65% to Village & Utilities)				To Village July 15, 2011										
Village Review														
Prefinal PS&E Preparation (to IDOT & Village)								Prefinal PS&E 16, 2015						
IDOT & Village Review														
Final PS&E Preparation (to IDOT & Village)										Final PS&E December 14, 2015				
Permitting & Agreements											Final Agreements Jan 15 2016			
Land Acquisition												ROW Certified Jan 26 2016		
Letting												Letting		
Phase III Coordination (Shop Drawing Review & RFI's)														
	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR		
	2015												2016	

# PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Lombard

Bollinger, Lach & Associates



Hill Avenue

over East Branch of the  
DuPage River

**Santacruz Land  
Acquisitions** 

2650 Valor Drive · Glenview, IL 60026  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

Contact:  
J. Steve Santacruz  
847-868-9620  
[jsteve@santacruz-associates.com](mailto: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 Village of Lombard, 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 FWHA 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 Bollinger, Lach & Associates, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Hill Avenue over the East Branch of the DuPage River in Lombard (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 SANTAGRUZ 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 **four (4)** projected parcels of right-of-way (only three of which require valuation services), is as follows:

<b><u>APPRAISALS:</u></b>	<b>\$4,800.00.</b>
<b><u>REVIEW APPRAISALS:</u></b>	<b>\$2,400.00.</b>
<b><u>NEGOTIATIONS:</u></b>	<b>\$10,000.00.</b>

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 \$19,200.00 as follows:

Land Acquisition Services	<b>\$17,200.00</b>
Direct Billable Expenses	<b>\$2,000.00</b>

# 2

## TECHNICAL APPROACH

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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"**

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

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

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

Santacruz 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 Authority. 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 Review 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.

## **PERSONNEL**

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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 nearly 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**

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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. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

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.**

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## EXHIBITS

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- a. Pricing Schedule



# Compensation for Services

## Appraisal Services

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

## Review Appraisal Services

Review Appraisals (Non-Complex; may be waived if appraisals are waivers)	\$800.00
Revision to review appraisal due to change in ROW or plans	\$400.00

## Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,500.00
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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