

**RESOLUTION**  
**R 53-14**

**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 4<sup>th</sup> day of December, 2014.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Breen, Fitzpatrick and Ware

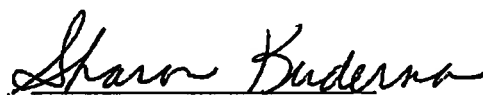
Nays: None


Absent: None

Approved this 4<sup>th</sup> day of December, 2014.

  
Keith T. Giagnorio  
Village President

ATTEST:

  
Sharon Kuderna  
Village Clerk

Local Agency Village of Lombard	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</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 4TH day of DECEMBER, 2014 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:
- a. 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,
  - b. 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
  - c. 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.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. 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,
  - f. 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
  - g. 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 o 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: Sharon Kuderna  
 Village Clerk

By: [Signature]  
 Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

Bollinger, Lach & Associates, Inc.

By: [Signature]  
 Title: Vice President

By: [Signature]  
 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

\*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 \_\_\_\_\_

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 \_\_\_\_\_

**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>		697.00		\$23,412.43	\$28,434.34		\$5,213.95	\$8,273.73	\$65,334.45

**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

\*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 \_\_\_\_\_

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

**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
<b>Totals</b>		866.00		\$37,512.18	\$45,558.48	\$19,200.00		\$12,045.19	\$114,315.8
<b>GRAND TOTAL</b>		<b>1563.00</b>		<b>\$60,924.61</b>	<b>\$73,992.82</b>	<b>\$24,413.95</b>	<b>\$5,213.95</b>	<b>\$20,318.92</b>	<b>\$179,650.30</b>



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

	<u># of Sets</u>	<u>Size</u>	<u># of Sheets</u>	<u>Rate per 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>

# 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 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 **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.

## **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>