


Municipality Broadview	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	C O N S U L T A N T	Name Edwin Hancock Engineering
Township Proviso				Address 9933 Roosevelt Road
County Cook				City Westchester. IL 60154
Section 16-00080-00-PV				State Illinois. 60154

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name 21<sup>st</sup> Avenue/19<sup>th</sup> Street

Route \_\_\_\_\_ Length 0.48 Mi. 2,540 FT (Structure No. \_\_\_\_\_)

Termini 16<sup>th</sup> Street to 17<sup>th</sup> Avenue

Description: reconstruction of the roadway with new PCC Pavement, curb and gutter and sidewalks, new drainage structures and laterals, upsizing of portions of the storm sewer system, repairs to defective sections of sanitary sewer, replacement of water main on 21<sup>st</sup> Avenue, new roadway lighting, traffic signal upgrades, restoration and other related work

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: **See Attached Scope of Services**
  - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

0.48

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
  - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
  - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ☒ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. See Attached Project Fee Schedule
  - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the actual cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Broadview \_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST: State of Illinois, acting by and through its

By \_\_\_\_\_ President and Board of Trustees

Village \_\_\_\_\_ Clerk By \_\_\_\_\_  
(Seal) Title Village President

Executed by the ENGINEER:

Edwin Hancock Engineering Co.  
9933 Roosevelt Road, Westchester, IL 60154

ATTEST: \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Title Vice President Title President

Approved

Date

Department of Transportation

Regional Engineer

SCOPE OF SERVICES  
**BRAGA DRIVE IMPROVEMENTS (STAGE II)**  
**MFT SECTION 16-00080-00-PV**

BROADVIEW, ILLINOIS

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The location of the project shall be within the Braga Drive corridor but specifically:

- 21<sup>st</sup> Avenue from 16<sup>th</sup> Street (Parkes Drive) to 19<sup>th</sup> Street
- 19<sup>th</sup> Street from 21<sup>st</sup> Avenue to 17<sup>th</sup> Avenue

The scope of construction will include the reconstruction of the roadway with new PCC Pavement, curb and gutter and sidewalks, new drainage structures and laterals, upsizing of portions of the storm sewer system, repairs to defective sections of sanitary sewer, replacement of water main on 21<sup>st</sup> Avenue, new roadway lighting, traffic signal upgrades, restoration and other related work

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; obtaining approval of such from the Illinois Department of Transportation and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. below:

I. THE ENGINEER AGREES; upon written authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  1. Preparing preliminary design criteria.
  2. Attendance at Phase II Kick-Off meeting with IDOT
  3. Making engineering field topographic checks as are necessary for the preparation of detailed plans.
  4. Utility Coordination
  5. Preliminary and Progress meetings with Village
  6. Meeting with individual business owners affected by improvement to gather input concerning access and other issues.
  7. Submittal of proprietary item requests.
  8. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed improvements.
  9. Submittal of Pre-final Plans, Specifications and Estimates to IDOT and Village for review.

10. Submittal of Final Plans, Specifications and Estimates to IDOT and Village for placement on the state letting.
  11. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where Law requires such.
  12. Coordination of with Land Acquisition Professionals during the acquisition of Right-of-Way from nine (9) properties along the route.
- B. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services according to the fees listed in Attachment B:
1. Land Acquisition Services for nine (9) properties including the following tasks:
    - Introductory Notice to nine (9) owners
    - Reviewal of Plats and construction drawings
    - Appraisal
    - Negotiation and Acquisition of Property
  2. Preparation of Plats of Easement, to the Illinois Department of Transportation Standards including the following items:
    - Survey of overall parcel of each property
    - Computation of area being acquired for a permanent easement
    - Legal description of the easement and the necessary certificates required for recording of each
  3. Preliminary Site Investigation (PSI) including the following tasks:
    - Soil Assessment
    - Field Screening Data and Laboratory Reports
    - Soil Characterization Analytical Investigation
  4. Traffic Signal Design for the intersection of 17<sup>th</sup> Avenue and 19<sup>th</sup> Street.

### SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	133.00
ENG-V	128.00
ENG-IV	118.00
ENG-III	113.00
ENG- II	93.00
ENG- I	83.00
ENGINEERING TECH-V	113.00
ENGINEERING TECH-IV	103.00
ENGINEERING TECH-III	83.00
ENGINEERING TECH-II	68.00
ENGINEERING TECH-I	43.00
CAD MGR	113.00
CAD- II	103.00
CAD- I	93.00
ADMINISTRATIVE	65.00

**Project Fee Schedule**

Topographic Survey	\$ 5,000.00
Utility Coordination	\$ 8,000.00
Permit Coordination	\$ 5,000.00
Right-of-Way Coordination	\$ 15,000.00
Business Coordination	\$ 14,000.00
Pre-Final Submittal	\$140,000.00
Final Submittal	<u>\$ 63,000.00</u>
	<b>\$250,000.00</b>

**Estimated Sub-Consultant Fees**

Land Acquisition Services (Santacruz)	\$ 75,000.00
PSI Investigation (True North Consultants)	\$ 10,000.00
ROW Plat of Surveys (Krisch Land Surveying)	\$ 11,000.00
Traffic Signal Plans (Gewalt Hamilton)	<u>\$ 26,000.00</u>
	<b>\$ 122,000.00**</b>

**\*\* These sub-consultant fees are not included in the upper limit of this Agreement.**

**The total expected cost of Engineering Services for this project is expected to be \$372,000.00**

**Proposals have been obtained from sub-consultants and have been attached to this agreement.**



December 17, 2018

Mr. Chris Baker  
Edwin Hancock Engineering Co.  
9933 Roosevelt Road  
Westchester, Illinois 60154

**RE: Proposal for Preliminary Site Investigation  
Braga Drive/16<sup>th</sup> Street/21<sup>st</sup> Avenue/19<sup>th</sup> Street Improvements – Phase II  
21st Avenue from Parkes Drive/16<sup>th</sup> Street to 19<sup>th</sup> Street and 19<sup>th</sup> Street from 21<sup>st</sup>  
Avenue to 17<sup>th</sup> Avenue  
Broadview, Illinois  
TNC Proposal #T18-757**

Dear Mr. Baker:

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Preliminary Site Investigation (PSI) for Phase II of the Braga Drive/16th Street/21st Avenue/19th Street Improvements Project in Broadview, Cook County, Illinois (the Site).

The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## BACKGROUND

In August 2017, True North performed a Preliminary Environmental Site Assessment (PESA) of the above-referenced Site in conformance with the requirements outlined by *Illinois Department of Transportation (IDOT) in Bureau of Design and Environment (BDE) 95-12, BDE 96-8, the Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects, and Section 20-12.03(b) - Preliminary Environmental Site Assessment (PESA) of the IDOT Bureau of Local Roads Manual (Second Edition OFS 2012-1)*. Based on review of historical and regulatory resources, True North identified the following *recognized environmental conditions* and *de minimis condition* in connection with the Site:

- Principal Manufacturing Corporation, addressed as 2800 South 19<sup>th</sup> Avenue, was considered a *recognized environmental condition* based on the absence of a No Further Remediation letter for its Site Remediation Program (SRP) listing and close proximity to the Site.

- Excel Metal Finishing Corp., addressed as 2611 South 21<sup>st</sup> Avenue, was considered a *recognized environmental condition* based on the generation of spent halogenated solvents used for degreasing and close proximity to the Site.
- Alton Industries, addressed as 2700 South 21<sup>st</sup> Avenue, was considered a *recognized environmental condition* based on the generation of spent non-halogenated solvents and close proximity to the Site.
- 21<sup>st</sup> & Roberts Road, addressed as South 21<sup>st</sup> Avenue and Roberts Road, was considered a *de minimis condition* based on apparent cleanup activities associated with SPILLS No. 20050230.

Although not considered *recognized environmental conditions*, the following properties were identified within regulatory databases and immediately adjoining to the Site:

- Closure Tool & Die Company, addressed as 2050 West 16<sup>th</sup> Street, was identified within the Facility Index System (FINDS), Environmental Compliance History Online (ECHO), and IL Aerometric Information Retrieval System (AIRS) databases.

These properties are considered Potentially Impacted Properties (PIPs) by the Clean Construction & Demolition Debris (CCDD) regulations and typical CCDD facilities would require evaluation. Based on the findings of the PESA, Edwin Hancock Engineering Co. (Hancock) requested a proposal to further evaluate the Site to determine if the identified *recognized environmental conditions*, *de minimis conditions* and adjoining PIPs will impact the proposed improvement activities.

## SCOPE OF SERVICES

### *Task I: Soil Assessment*

True North has prepared a preliminary scope of work for the PSI based upon the findings of the August 2017 PESA. All Site soil characterization activities will be performed by True North personnel in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, “Tiered Approach to Corrective Action Objectives (TACO)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards, and 35 IAC 1100, “CCDD.”

True North will subcontract an environmental drilling contractor to advance soil borings at predetermined locations. This proposal does not include the costs of securing any right-of-way (ROW) permits for drilling within the ROW in the project area. The environmental drilling contractor will be responsible for all utility locates prior to drilling activities. The drilling

contractor will advance up to six (6) soil borings within the proposed project area. The soil borings will be completed at representative locations within the proposed project areas to a depth of approximately ten (10) feet below grade based on True North's understanding of the project.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

The final boring locations will be chosen based upon the PESA findings, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA will be utilized for the PIP evaluation per CCDD regulatory requirements.

True North will collect soil samples from each soil boring to determine if the soils are impacted above the Maximum Allowable Concentration (MAC) values as referenced in the CCDD regulations. Since a permitted CCDD facility for potential management of uncontaminated soils has not been selected, True North has prepared the PSI sampling plan that will meet the requirements of at least four (4) potential facilities that are close to the project area:

- Reliable Lyons (#311715020) – 4226 Lawndale Ave., Lyons, Illinois
- Hanson Materials Service Yard (#311745012) – 9101 West 47<sup>th</sup> Street, McCook, Illinois
- Vulcan Construction Materials LP McCook Quarry - (#0311745029) - 5500 E Joliet R, McCook, Illinois
- Bluff City Materials (Gifford East) – (#0314125046) - 1395 Gifford Rd, Elgin, Illinois

Based on the requirements of the above facilities, samples shall be collected for a combination of Volatile Organic Compounds (VOCs), Semi-volatile organic compounds (SVOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, Polychlorinated Biphenyls (PCBs) and pH. One sample will be collected from each boring location for laboratory analysis for a combination of the aforementioned compounds.

The following table summarizes the PSI and CCDD characterization analytical parameters:

Compound or Group of Compounds	USEPA Analytical	Method Identification
		Matrix
Volatile Organic Compounds (VOCs)	5035/8260	Soil

Semi-volatile organic compounds (SVOCs), Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil
Polychlorinated Biphenyls (PCBs)	8082	Soil
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals (when necessary)	1311/6010	Soil
pH	9045C	Soil

Additionally, True North will submit a soil sample to the laboratory for potential waste characterization laboratory analysis. The characterization sample will be comprised of soils that are collected from within representative sample locations in each project area. Upon receipt of all analytical results, True North will discuss the final destination of soils with the Client. Should the results of preliminary soil sampling results identify soils that require alternative management as a non-hazardous, non-special waste at a permitted Subtitle D facility, True North will release the held composite sample for laboratory analysis. The following table summarizes the waste characterization analytical parameters for landfill disposal:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals	1311/6020	Soil
TCLP VOCs & TCLP SVOCs	1311/8260 & 8270	Soil
TCLP Pesticides	1311/8082	Soil
Polychlorinated Biphenyls (PCBs)	8082	Soil
Phenols	8041	Soil
Reactive Cyanide/Sulfide	9010/9030	Soil
pH, Paint Filter, Flashpoint	9045C	Soil

Based on the location of the project, three facilities are available for the management of soils that cannot be managed at a permitted CCDD facility. These soils could be managed as a non-hazardous, non-special waste. The three facilities are provided below:

- Advanced Disposal Landfill in Zion, Illinois
- Waste Management Countryside Landfill Facility in Grayslake, Illinois
- Waste Management Laraway RDF Facility in Elwood, Illinois

## Task 2: Soil Assessment Project Reporting

True North shall compile all field screening data and laboratory results in a Preliminary Site Investigation report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. Additionally, True North will prepare and execute an IEPA LPC #663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The PSI report and CCDD certification shall delineate areas that cannot be certified based on the analytical data gathered during assessment activities. True North will also work with the Client on securing disposal approval at a Subtitle D landfill on an as needed basis.

## PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the following estimated not-to-exceed costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: Soil Characterization Sampling and Profiling</i>				
Soil Boring Locate/Utility Clearance	4	Hours	\$90.00	\$360.00
Sampling Labor	8	Hours	\$90.00	\$720.00
Sampling Equipment, Materials and Vehicle	1	Daily	\$300.00	\$300.00
Environmental Drilling Contractor	1 (est.)	Lump Sum	\$1,300.00	\$1,300.00
Soil Characterization Analytical – VOCs	6	Sample	\$140.00	\$840.00
Soil Characterization Analytical – SVOCs	4	Sample	\$225.00	\$900.00
Soil Characterization Analytical – PNAs	2	Sample	\$125.00	\$250.00
Soil Characterization Analytical – PCBs	1	Sample	\$85.00	\$85.00
Soil Characterization Analytical – RCRA Metals	6	Sample	\$85.00	\$510.00
Soil Characterization Analytical –TCLP Extraction (if needed)	6 (est.)	Sample	\$65.00	\$390.00
Soil Characterization Analytical –TCLP Metal (if needed)	6 (est.)	Sample	\$12.00	\$72.00
Soil Characterization Analytical – pH	6	Sample	\$15.00	\$90.00
Composite Non-Hazardous Non-Special Waste Analytical (if necessary for landfill disposal)	1	Sample	\$1,200.00	TBD
<i>Task 3: Project Reporting</i>				
PSI Report & LPC #663	1	Report	\$2,800.00	\$2,800.00
Project Management, Waste Profile, Meetings, Correspondences	4 (est.)	Hourly	\$125.00	\$500.00
<b>Total Estimated Cost of Services (excluding" if necessary" item)</b>				<b>\$9,117.00</b>

(est.) = Estimated

**Note: The provided analytical costs assume a standard turn-around time of 5-7 business days. Rush TAT surcharges are 100% for 48 hours and 75% for 72 hours.**



Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## **SCHEDULE**

True North can commence the PSI process upon written authorization to proceed and can provide the PSI report within six weeks of acceptance of this proposal. The soil sampling activities can be scheduled within approximately two weeks of authorization to proceed dependent upon drilling contractor availability. True North has assumed one day of field work to complete sampling activities. Laboratory analytical results will be available within seven business days of completing drilling activities unless expedited for the surcharge provided as a footnote to the project cost summary table. True North will provide the soil assessment report with the LPC #663 certification, if applicable, within two weeks of receiving laboratory analytical data.

## **LIMITATIONS AND QUALIFICATIONS**

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North has not included the cost of obtaining a Village permit for the project. True North assumed that all drilling activities will not require ROW permits from the Village, County or IDOT. In addition, True North has not included permit fees, private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.

True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal. The Client shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

The Client will provide True North with existing utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.

This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.



This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for soil management and consulting services. If you have any questions, please contact me at 630-717-2880.

Regards,

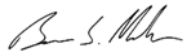
**TRUE NORTH CONSULTANTS, INC.**

Lauren F. Trzaskus  
Associate Project Manager

Brian S. Mihelich, CHMM  
Vice President



True North Proposal # T18-757 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT AUTHORIZATION		TRUE NORTH CONSULTANTS	
By:		By:	Brian S. Mihelich, CHMM
Signature:		Signature:	
Date:		Date:	December 17, 2018



## STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the Subconsultant shall be defined as:

True North Consultants, Inc.

**RESPONSIBILITY OF SUBCONSULTANT** – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

**CHANGES IN SCOPE** – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

**SUSPENSION OF SERVICES** – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

**TERMINATION** – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**COMPLIANCE WITH LAWS** – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

**DELAYS** – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

**DISPUTE RESOLUTION** – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

**HAZARDOUS MATERIALS/POLLUTANTS** – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

**RIGHT OF ACCESS** – Subconsultant shall have access to the job site in order to perform its work.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**SEVERABILITY** – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**STANDARD OF CARE** – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

**REUSE OF DOCUMENTS** – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

**SUBCONTRACTS** – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

## **PAYMENT**

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

**INSURANCE** – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
  1. 1,000,000 Each Occurrence – Bodily Injury
  2. 1,000,000 Each Occurrence – Property Damage
  3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation – Per Statutory

#### **INDEMNIFICATION**

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

# PROPOSAL FOR LAND ACQUISITION SERVICES

## Village of Broadview

Edwin Hancock Engineering Co.



## Braga Drive Corridor 21<sup>st</sup> Avenue to 17<sup>th</sup> Avenue

## Santacruz Land Acquisitions

222 Northfield Road · Suite 201  
Northfield, IL 60093  
[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

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Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of Broadview, 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 Edwin Hancock Engineering Co., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the Braga Drive corridor from 21<sup>st</sup> Avenue to 17<sup>th</sup> Avenue (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

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

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

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

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

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

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

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

### **WHY SANTACRUZ LAND ACQUISITIONS?**

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

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

**Our solution is to apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.**

## ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

## TEAM ORGANIZATION

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

## SUMMARY

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

## COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **nine (9)** projected parcels of right-of-way, is as follows:

<b><u>APPRAISALS:</u></b>	<b>\$28,800.00.</b>
<b><u>REVIEW APPRAISALS:</u></b>	<b>\$12,600.00.</b>
<b><u>NEGOTIATIONS:</u></b>	<b>\$26,100.00.</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.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

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 **\$73,000.00** as follows:

Land Acquisition Services	<b>\$67,500.00</b>
Consultation/Meeting Services	<b>\$1,000.00</b>
Direct Billable Expenses	<b>\$4,500.00</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**

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 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.

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.

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 the 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 and/or reviews 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 review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

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

offer package by certified mail so that a receipt of delivery can be established.

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

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

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

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

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

## **PERSONNEL**

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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 over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of

experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

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

## **PRIOR EXPERIENCE**

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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. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

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

# 3

## EXHIBITS

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- a. Pricing Schedule
- b. BEP Certification
- c. Team Resumes
- d. References & Letters of Recommendation

# Compensation for Services

## Appraisal Services (based on complexity)

Appraisals	\$2,000.00 - \$5,000.00
Revision to appraisal due to change in ROW or plans <sup>1</sup>	\$1,500.00 - \$4,000.00

## Review Appraisal Services (based on complexity)

Review Appraisals	\$1,000.00 - \$2,500.00
Revision to review appraisal due to change in ROW or plans <sup>1</sup>	\$900.00 - \$2,000.00

## Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,900.00
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## Witness Services

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

## Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + 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 fees + Administrative fee	\$25.00

<sup>1</sup> Requires additional work order.

December 18, 2018

James Goumas, PE  
Edwin Hancock Engineering Co.  
9933 Roosevelt Road  
Westchester, IL 60154

Re: Agreement for Professional Services  
Traffic Signal Modifications  
S 17<sup>th</sup> Avenue at 19<sup>th</sup> Street  
Broadview, Illinois  
GHA Proposal No. 2018.T256

Dear Mr. Goumas:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) to provide Professional Engineering services with respect to the proposed improvements to the signalized intersection of S. 17<sup>th</sup> Avenue at 19<sup>th</sup> Street in the Village of Broadview.

Our proposal is based on GHA's understanding of the proposed improvements including our recent phone conversation, the information received via email from your office, and our previous experience with traffic signal modifications approvals by IDOT.

Please review this proposal, and if you should have any questions or require additional information, please do not hesitate to contact me at 847-821-6222.

As always, we look forward to working with Hancock Engineering and the Village of Broadview on this important project.

Sincerely,

Gewalt Hamilton Associates, Inc.



Daniel P. Brinkman, P.E., PTOE  
Associate / Assistant Director of Transportation Services  
[dbrinkman@gha-engineers.com](mailto:dbrinkman@gha-engineers.com)

Encl.: GHA Proposal No. 2018.T256 19th at 17th Signals - Broadview.docx

**Agreement for Professional Services**  
**Traffic Signal Modifications**  
**S 17th Avenue at 19th Street**  
**Broadview, Illinois**  
**GHA Proposal No. 2018.T256**

Edwin Hancock Engineering Company (Client) having an address of 9933 Roosevelt Road Westchester, IL 60154 and Gewalt Hamilton Associates, Inc. (GHA), located at 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

**I. Project Overview / Understanding**

GHA will provide traffic signal design services for the proposed improvements to the S. 17<sup>th</sup> Avenue intersection with 19<sup>th</sup> Street in the Village of Broadview, IL. It is our understanding that the Client will be assisting the Village of Broadview in preparing improvement plans to reconstruct the west leg of the intersection and provide a separate left turn lane which would allow protected / permitted left turn operations on approaches to the subject intersection.

GHA previously prepared an Intersection Design Study (IDS) for the project during Phase I.

**II. Basic Scope of Work**

As you are aware, in the vicinity of the intersection, S 17<sup>th</sup> Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT). As such, the following work program is recommended, based on IDOT District 1 traffic signal design guidelines. Upon written authorization from the Client, GHA will prepare the following:

**A. Existing Conditions**

1. Update and Review Record Data: GHA will request current record drawings from IDOT.
2. GHA will field review the signal to confirm accuracy of the record drawings and confirm existing conduit routing as well as service installation location.
3. GHA will receive topographic and ROW survey base data from Client and convert to MicroStation format consistent with IDOT standard levels and cells as required for traffic signal submittals.

**B. Base Plan Preparation**

1. Plan Base Sheet Preparation: GHA will plot existing topographic survey information and develop plan base sheets at a scale of 1" = 20' for use in the development of contract plans. Any updated existing traffic signal information that has been obtained during the Existing Conditions phase will also be plotted on the base sheets. Information included on the base sheets will be field verified to confirm completeness and accuracy of topographic features.
2. Client will provide drawings containing the intersection geometrics, any utility and or sidewalk modifications and proposed pavement markings which will be integrated into the base plans.

**C. Pre-Final (95%) Plans, Special Provisions and Estimates**

1. Pre-Final Plans will be developed using the provided geometric plan drawings. Base Plans will include Temporary Traffic Signal Plan, Temporary cable plan and phasing diagram, Temporary Interconnect Plan and Schematic, Traffic Signal Modification plan, proposed cable plan and phasing diagrams, IDOT District 1 Traffic Signal Details (7 sheets). The Temporary Signal Plans will include four (4) stages: existing, two (2) construction stages, and a final stage.
2. The pre-final contract documents will be submitted to Client for submittal to IDOT for review.

3. Pre-Final Special Provisions: We will provide Client with the latest IDOT District 1 Traffic Signal Special Provisions.
4. Pre-Final Quantity Calculations: We will perform detailed quantity calculations at the pre-final stage of the plan development.
5. Pre-Final Estimate of Cost and Construction Time: We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude. It is our understanding the Schedule of Quantity Sheets will be prepared by Client.
6. Pre-Final QA/QC Review: Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required.

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

1. Final Plans: After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. As required by IDOT we will furnish Hancock, as part of our deliverables the final MicroStation files.
2. Since this is anticipated to be a Federal Aid project, IDOT will be responsible for letting the project. Therefore, we will provide Client pdf copies of final plan sheets at 11x17 and 22x34 size for printing and submittal.

E. Project Management and Administration

1. Project Administration: This item includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes coordination meetings with the Client as well as internal project team coordination meetings.
2. Project Submittals: GHA will provide PDF files of Pre-Final and Final Plans, Specifications and Estimate documents to Client for printing and transmittal to IDOT.

### III. Schedule and Personnel

GHA is prepared to commence services immediately upon receipt of authorization to proceed. We anticipate making our initial submittal to Client within approximately 3-4 weeks after receipt of the existing conditions drawings, confirmation of the ROW and final geometrics. GHA will work with Hancock to ensure that Letting submittal dates are met. It is our understanding that the project is currently targeting an early 2020 Letting.

GHA will make every reasonable effort to meet project milestones and deadlines as identified by the Client. However, GHA is not responsible for delays caused by reviewing agencies or by failure of the Client to provide timely information and direction.

Mr. Daniel P. Brinkman, PE, PTOE our Assistant Director of Transportation Services, will serve as the Project Manager. Mr. Brinkman is familiar with the site location, oversaw the preparation of the IDS, and has prepared numerous similar traffic signal plan documents for IDOT review and approval. He will be assisted by additional professional and technical staff as needed.



#### IV. Compensation for Services

GHA proposes to complete the above describe scope for a series of lump sum fee as outlined below:

<b>Service</b>	<b>Cost</b>
Existing Conditions	\$1,800.00
Base Plan Preparation	\$2,000.00
Pre Final Submittal	\$13,000.00
Final Submittal	\$4,500.00
Project Management and Administration	\$2,000.00
Additional Insurance	\$3,000.00
<b>Lump Sum Fee</b>	<b>\$26,300.00</b>
Estimated Reimbursable Expenses	\$500.00
<b>Lump Sum + Reimbursables</b>	<b>\$26,800.00</b>

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents, and other non-technical project related expenses, will be billed to the Client without markup.

For any additional services beyond the scope of services identified above, the Client shall pay GHA in accordance with the attached *GHA Hourly Rates*.

Invoices will be submitted on a monthly basis and will detail services performed. This permits the Client to review the status of the work in progress and the charges made.

#### V. Additional Services and Services Not Included

The following services are not included in our scope of services. At the request of the Client, GHA can provide these services for an additional fee.

1. Additional Temporary Traffic Signal Stages
2. Redesign or revision based on geometric changes from previously provided drawings for design.
3. Meetings with public officials, agencies, or consultants, beyond those noted.
4. Attendance at or preparation for public hearings.
5. Construction phase services, including construction staking, construction observation, coordination of traffic signal turn-on, preparation of record drawings, etc.
6. Revisions required by changes to the roadway plan or changes to work already approved by the Client.

#### VI. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc. (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event, shall GHA be liable for any loss of profit or any consequential damages.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Professional Services Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing. Attachment A is attached hereto and incorporated herein and describes special provisions to this engineering agreement.

#### **VII. Authorization**

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Daniel P. Brinkman, PE, PTOE  
Associate / Senior Transportation Engineer

Edwin Hancock Engineering Co.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Encl.: Attachment A - Broadview  
GHA Hourly Rates

### **Hourly Billing Rates Gewalt Hamilton Associates, Inc.**

The following rates will remain in effect until December 31, 2019, at which time they are subject to an annual increase.

<b>Category</b>	<b>Rates</b>
Principal	\$166.00
Civil Engineer VI	\$156.00
Civil Engineer V	\$144.00
Civil Engineer IV	\$140.00
Civil Engineer III	\$130.00
Civil Engineer II	\$124.00
Civil Engineer I	\$114.00
Land Surveyor IV	\$130.00
Land Surveyor III	\$122.00
Land Surveyor II	\$116.00
Land Surveyor I	\$110.00
Engineering Technician V	\$140.00
Engineering Technician IV	\$120.00
Engineering Technician III	\$112.00
Engineering Technician II	\$98.00
Engineering Technician I	\$74.00
GIS Professional II	\$120.00
GIS Professional I	\$114.00
Environmental Consultant II	\$122.00
Environmental Consultant I	\$110.00
Administrative I	\$60.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

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**SURVEYING - CONSULTING - CONSTRUCTION LAYOUT**

December 19, 2018 (Revised)

Mr. Chris Baker  
Edwin Hancock Engineering Company  
9933 Roosevelt Road  
Westchester, IL 60154

Re: Easement Acquisition  
21<sup>st</sup> Ave. and 17<sup>th</sup> Ave.,  
Broadview, IL.

Chris -

As per your request our fee for preparation of Plats of Easement, to the Illinois Department of Transportation Standards, for the 9 parcels identified in your Dec. 12, 2018 email to me will be \$8,100, averaging \$900/plat.

These plats will include the overall parcel of each property, the area being acquired for a permanent easement, the legal description of the easement and the necessary certificates required for recording of each.

In the event that these easement parcels are acquired as public right of ways and dedicated as such that fee would become \$12,300 and each parcel will have new property corners set.

If you should have any question please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael L. Krisch", with a stylized flourish at the end.

Michael L. Krisch PLS