

6/18/2018

40-R-18

A RESOLUTION

Authorizing the City Manager to Sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Phase II Engineering Study

WHEREAS, the City of Evanston and Illinois Department of Transportation (hereinafter "IDOT"), in the interest of improving the overall structure of the Central Street Bridge, are desirous of replacing the existing bridge structure over the North Shore Channel, said improvement to be identified as State Section Number: 16-00278-00-BR, State Job Number: P/D/C-91-301-16, and Project Number: BRM-9003(759), hereinafter referred to as the "Project"; and

WHEREAS, the parties hereto are desirous of said Project in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

WHEREAS, the City is desirous of entering into a preliminary engineering services agreement with IDOT for federal participation for the Project; and

WHEREAS, the City is desirous of entering into a professional services agreement with Stanley Consultants, Inc. for the Project; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into a preliminary engineering services agreement for federal participation with IDOT and a professional services agreement with Stanley Consultants, Inc.,

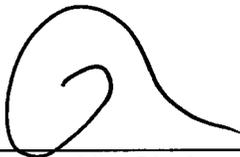
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Preliminary Engineering Services Agreement for Federal Participation with IDOT, attached hereto as Exhibit 1 and incorporated herein by reference and the City of Evanston Professional Services Agreement for the Central Street Bridge Replacement/Rehabilitation Project Phase II Engineering with Stanley Consultants, Inc., attached hereto as Exhibit 2 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Preliminary Engineering Services Agreement and the City of Evanston Professional Services Agreement as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 40-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:



Devon Reid, City Clerk

Adopted: June 25, 2018


Stephen H. Hagerty, Mayor

Approved as to form:

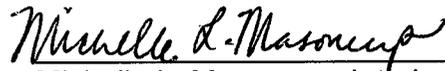

Michelle L. Masoncup, Interim
Corporation Counsel

EXHIBIT 1

**Preliminary Engineering Services Agreement for Federal Participation
Between the City of Evanston and IDOT**

Local Agency City of Evanston	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Stanley Consultants
County Cook				Address 8501 West Higgins Road, Suite 730
Section 16-00278-00-BR				City Chicago
Project No. BRM-9003(759)				State Illinois
Job No. P-91-301-16				Zip Code 60631
Contact Name/Phone/E-mail Address Sat Nagar 847-866-2967 snagar@cityofevanston.org				Contact Name/Phone/E-mail Address Paul Schneider 773-693-9624 schneiderpaul@stanleygroup.com

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

Project Description

Name Central Street Bridge Improvement Route 9-1301 Length 0.1 mile Structure No. 016-6951

Termini Central Street Bridge over the North Shore Channel (Structure touch-down)

Description Prepare all necessary Phase II Contract Documents for the improvement of the structure in accordance with the findings of the Project Development Report.

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 360 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 of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTALLY AGREED,

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

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

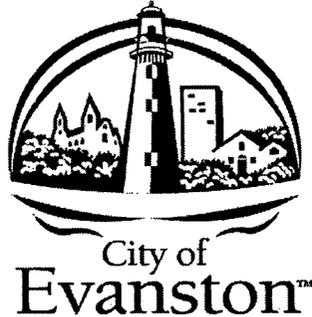
For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract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

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

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

EXHIBIT 2

**Professional Services Agreement for the Central Street Bridge
Replacement/Rehabilitation Project Phase II Engineering Between the
City of Evanston and Stanley Consultants, Inc.**



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

**Central Street Bridge Replacement/ Rehabilitation Project
Phase II Engineering
RFQ Number: 16-08**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *Stanley Consultants Inc.* with offices located at *8501 West Higgins Road, Suite 730, Chicago, IL 60631*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$ *519,592.61*.

I. COMMENCEMENT DATE

Consultant shall commence the Services on the date of FHWA authorization or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services within 12 months of FHWA authorization to proceed. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Qualifications No. # 16-08 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working at the Property and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, ~~including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.~~

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel

spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference. Consultant is not responsible for any reuse of its work on another project or for purposes not intended by the work.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,

documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. **Indemnity.** Consultant shall ~~defend~~, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from ~~any and all~~ liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of ~~any kind or nature~~, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, ~~resulting from or~~ arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the extent that the negligent errors or omissions of Consultant is responsible for such a claim, to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

~~At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.~~

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, ~~defend~~, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any negligent act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting

therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's negligent performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. ~~Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect.~~ Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or

use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

E. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By _____

By: _____

Its: _____

Its: City Manager _____

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and Stanley Consultants Inc. (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

- I. **COMMENCEMENT DATE:** Date of FHWA Authorization
- II. **COMPLETION DATE:** 12 months from FHWA authorization to proceed
- III. **FEES:** N/A
- IV. **SERVICES/SCOPE OF WORK:**

As defined in RFQ # 16-08 (Exhibit B) and Consultants Response to Proposal
(Exhibit C)

Dated: _____

Project: Central Street Bridge Replacement Phase II
Limits: Bryant Avenue to west of the CTA Purple Line
County: Cook
Client: City of Evanston
Section: 16-00278-00-BR

Phase II Scope of Services

Introduction

Phase II (design) engineering services will be provided for the preparation of plans, specifications and cost estimates for the construction of the Central Street Bridge over the North Shore Channel.

The general scope will include the replacement of the Central Street Bridge over the North Shore Channel. We propose the following scope of services:

I. Data Collection

A. Utility Atlases

- J.U.L.I.E. Design Locate coordination and updating existing utility locations. **12 hrs.**

B. Topographic Survey (EDI Inc.)

Pick-up survey will be performed by the Sub-consultant for the project site. Pick-up survey information provided may include the following:

- Points of access to properties, catch basins, inlets, fire hydrants, manholes, hand holes, traffic signals, fences, pavement, curbs and other manmade improvements
- Conventional elevation surveys at intervals and at locations necessary to supplement DTM
- Tree survey with location and size of trees
- Elevation data
- Location of roadways, driveways, paved paths, and parking lots
- Identify manholes, catch basins and other surface indications of subsurface utilities.

C. Environmental Studies (NA)

- It is understood that Removal and Disposal of Regulated Substances will be addressed in the Contract specifications and special Provisions. Therefore, no Special Waste services are proposed for this contract.

II. Contract Documents

The contract documents will include:

- A. Plans
- B. Permits
- C. Cost Estimate
- D. Specifications
- E. Estimate of Time

The contract documents will be prepared in three stages as follows

- Preliminary – 60% (City only)
- Prefinal – 90%
- Final – 100%

Project: Central Street Bridge Replacement Phase II
Limits: Bryant Avenue to west of the CTA Purple Line
County: Cook
Client: City of Evanston
Section: 16-00278-00-BR

Phase II Scope of Services

A. Plan Preparation

1. Summary of Quantities

It is anticipated that one table will be provided on one sheet with a maximum of 12 columns for the breakout of quantities. The quantities will be identified by funding codes.

2. Typical Sections

It is anticipated that existing and proposed typical sections will be required for the multiuse path and bridge.

3. Alignment & Ties

One plan sheet is anticipated to layout the alignment for the project and indicate ties and benchmarks.

4. Maintenance of Traffic (EDI Inc.)

Maintenance of Traffic plans will be developed for the staged construction of the Central Street Bridge. The plans will include Typical Sections for each stage, Staging plans, MOT notes and standards.

5. Plan and Profile Plan

It is anticipated that the plan sheet will be at a 1:50 scale on a 2-view plan sheet with existing and removals shown in the top view and proposed shown on the bottom view. The profile will be shown on a separate sheet.

6. Structural Plans

Final structure plans will be prepared for the bridge and approach retaining walls as follows:

Bridge Plans & Spec's SN 016-6949 (Proposed)

- General Plan & Elevation
- Stage Construction Details
- Substructure
- Superstructure
- Deck Plan
- Joints, Fence, and Borings
- Retaining Walls

7. Erosion and Sediment Control Plan (EDI Inc.)

An erosion and sediment control plan will be prepared to identify measures to protect adjacent properties and drainage structures near the project.

8. Cross Sections

It is anticipated that path cross sections will be provided at 50-foot intervals.

Project: Central Street Bridge Replacement Phase II
 Limits: Bryant Avenue to west of the CTA Purple Line
 County: Cook
 Client: City of Evanston
 Section: 16-00278-00-BR

Phase II Scope of Services

9. Standard Details

Anticipated standard details will include Traffic Control and Protection and Work zone Signing for Highways.

A summary of anticipated sheets is as follows:

	Description	Sheets
1	Cover Sheet	1
2	Index, General Notes and Standards	1
3	Summary of Quantities	2
4	Typical Sections	1
5	Quantity Schedules	2
6	Alignment, Ties & Benchmarks	2
7	Plan and Profile (1"=50')	1
8	Drainage Sheets (1"=50')	1
9	Utility Sheets (1"=50')	1
10	Removal Plans (1"=50")	1
11	Maintenance of Traffic Plan	3
12	Erosion Control Plans	7
13	Pavement Marking	1
14	Temporary Traffic Signal Plans	2
15	Lighting Plan	6
16	Structural plans	49
17	Architectural Plans	4
20	Landscaping Plan	4
21	Landscaping Details	2
22	ADA Ramp Detail	2
23	Cross sections	6
24	Standard Details	10

Total Structural Sheet hours = 1800 hrs

Total Plan Sheet hours = 753 hrs

B. Permits

The following permits are anticipated with this project:

- A MWRD Construction Permit will be required. **(EDI Inc.)**
- As the project will disturb more than one acre, an NPDES permit is required. The preparation of the SWPPP is included in the preparation of the NPDES permit. **(EDI Inc.)**
- Impacts are anticipated to the wetlands within the improvement limits. A joint application will be prepared for IDNR/IEPA/USACOE. **(EDI Inc.)**
- An IEPA permit will be required for the proposed watermain work. **16 hrs.**

Project: Central Street Bridge Replacement Phase II
Limits: Bryant Avenue to west of the CTA Purple Line
County: Cook
Client: City of Evanston
Section: 16-00278-00-BR

Phase II Scope of Services

C. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A blank Estimate of Cost and cost breakdown of lump-sum items will be prepared. **36 hrs.**

D. Specifications

Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the City will be included. **64 hrs.**

E. Estimate of Time Required

The Estimate of Time will be prepared using form BDE 220A. **4 hrs.**

A disposition of comments will be prepared after each submittal for comments provided by the City and IDOT.

III. ROW Acquisition and Negotiation

A. Acquisition Document Preparation

This item includes Title Review, Boundary Survey, Parcel Computations, Plat of Highways and legal Descriptions. **(EDI Inc.)**

B. Acquisition Negotiations

This item includes Appraisals, Review Appraisals and Negotiations for three (3) parcels of right-of-way. **(Santacruz Land Acquisitions)**

C. ROW Coordination meetings

It is anticipated that there will be three (3) meetings throughout the duration of ROW Acquisition process. **3x1x4 = 12 hrs**

IV. Meetings and Coordination

1. Meetings

It is anticipated that there will be six meetings throughout the duration of preparation of contract documents. Three meetings are included to discuss architectural elements, accent lighting and the landscaping alternatives. Three meetings are included to discuss plan progress. The time to complete minutes is included in the time per meeting. **6x1x4 = 24 hrs**

2. Field Checks

An initial field check will be held with the project team and one additional field check as needed to verify existing conditions and constraints. **2x2x4 = 24 hrs**

3. Utility Coordination

Project: Central Street Bridge Replacement Phase II
Limits: Bryant Avenue to west of the CTA Purple Line
County: Cook
Client: City of Evanston
Section: 16-00278-00-BR

Phase II Scope of Services

Coordination is anticipated with ComEd to review conflicts and to access the power source for proposed lighting. Two meetings are included. Additional coordination is anticipated with other utilities to review conflicts. **2x1x4 = 8 hrs**

4. Coordination with Subconsultants

The CONSULTANT will coordinate with subconsultants during the duration of the project. Three coordination meeting are included to discuss the project with EDI Inc. and Santacruz Land Acquisitions. **3x2x3 = 18 hrs.**

5. Technical Advisory Group (TAG) Coordination

It is anticipated that there will be three (3) TAG meetings during the preparation of contract documents. Three review meetings are included to discuss plan comments at the Draft, Pre-Final, and Final contract stage. The time to complete minutes is included in the time per meeting. **3x1x4 = 12 hrs**

6. Stake Holder Coordination

The following stakeholder meetings are anticipated:

2- Condo Stakeholder meetings (Sisilla/ Evanston Terrace)

3- Canal Shores

2- MWRD Technical – Permits

2- MWRD Legal – ROW

1- Hospital

1- Northwestern

11x1x5 = 55 hrs

V. Project Management & QA/QC

The task will include managing the project budget and schedule and preparing invoices. The CONSULTANT will submit an invoice once a month.

Project Management 3 hrs x 15 months = 45 hrs

Administration 1 hrs x 15 months = 15 hrs

QA/QC = 40 hrs

Sub Consultant QA/QC (8%) = 40 hrs

Central Street Bridge

City of Evanston

In-house Direct Costs

Task	SubTask	Notes	Sub-Total
I	Data Collection		0
	Mileage	None	0
	Printing	None	0
<hr/>			
II	Contract Documents (See tab)		359
	Mileage	None	0
	Printing		
	<i>Specs</i>	3x50 sheets 8.5x11 B&W @ \$0.10/sheet x 3 copies	45
	<i>Plans</i>	3x113 sheets 11x17 B&W @ \$0.13/sheet x 3 copies	132
	<i>Plans</i>	3x113 sheets 22x34 B&W @ \$0.25/sheet x 2 copies	170
	<i>Permits</i>	1x20 sheets 8.5x11 B&W @ \$0.10/sheet x 2 copies	12
<hr/>			
III	ROW Acquisition and Negotiation		40
	Mileage	3 trips, 25 miles roundtrip @ \$0.535/mile	40
	Printing	None	
<hr/>			
IV	Meetings and Coordination		498
	Mileage	24 trips, 25 miles roundtrip @ \$0.535/mile	321
	Printing	12x10 sheets 8.5x11 B&W @ \$0.10/sheet	12
		6x10 sheets 11x17 Color @ \$0.25/sheet	15
		3x10 sheets 22x34 Color @ \$5.0/sheet	150
<hr/>			
V	Project Management		12
	Mileage	None	0
	Printing	12 invoices at 5 shts x 2 8.5x11 B&W @ \$0.10/sheet	12
<hr/>			
TOTAL			\$909

Central Street Bridge

City of Evanston

Project Length
Central Street 1,300 feet
of Intersections 1

	Description	Sheets	Hours/sht	Total	Comment
1	Cover Sheet	1	12	12	
2	General Notes	1	8	8	
3	Summary of Quantities	2	12	24	
4	Typical Sections	1	16	16	
5	Quantity Schedules	2	16	32	
6	Alignment, Ties & Benchmarks	2	24	48	1 plan sheet, 1 sheet for ties, alignment tables, benchmark
7	Plan & Profile (1"=50')	1	40	40	
8	Drainage Sheets (1"=50')	1			EDI
9	Utility Sheets (1"=50')	1	40	40	Watermain
10	Removal Plan (1"=50')	1	24	24	Double plan view
11	Traffic Control Plan (1"=50')				
	Staging Notes & Typical Sections	1	16	16	
	Pre-stage	2			EDI
	Stage 1	2			EDI
	Stage 2	2			EDI
12	Erosion Control Plan (1"=50')				
	Notes	1	16	16	
	Pre-stage	2			EDI
	Stage 1	2			EDI
	Stage 2	2			EDI
13	Pavement Marking (1"=50')	1			EDI
14	Traffic Signal Plans (1"=50')				
	Temp Signal Plan	1	24	24	
	Temp Cable Plan	1	16	16	
15	Lighting Plan (1"=50')				
	Temporary Lighting Plan	1	24	24	
	Temporary Lighting System Schematic	1	16	16	
	Permanent Lighting Plan	1	24	24	
	Permanent Lighting System Schematic	1	16	16	
	Lighting Details	1	16	16	
	Controller Detail	1	16	16	
16	Structural Plans	49			see Structural Hours Table
17	Architectural Plans	4	32	128	
20	Landscaping Plans	4	24	96	
21	Landscaping Details	2	16	32	
22	ADA Ramp Detail	2	8	16	2 corners per sheet
23	Cross sections (every 50')	6	8	48	Assume 2 cross sections per sheet
24	Standard Details	10	0.5	5	

113 Total 753

Avg hours per sheet

7

Central Street Bridge

Structural Sheet Hours

Description	Dwgs	Eng	Graphics	Check	SubTotal / sheet	Total
General Sheets						
Title Sheet	0	4	8	2	14	0
General Plan & Elevation	1	16	10	4	30	30
General Notes & Total Bill of Material	1	16	8	4	28	28
Stage Construction Details I	1	20	12	4	36	36
Stage Construction Details II	1	20	12	4	36	36
Stage Construction Details III	1	20	12	4	36	36
Substructure						
Substructure Layout	1	18	16	4	38	38
Pile Driving Record	2	12	8	4	24	48
Slope Walls and Sections	1	18	16	4	38	38
South Abutment and Elevation	1	20	16	4	40	40
South Abutment Footing Plan	1	20	16	4	40	40
South Abutment Wing Walls	1	20	16	4	40	40
North Abutment and Elevation	1	20	16	4	40	40
North Abutment Footing Plan	1	20	16	4	40	40
North Abutment Wing Walls	1	20	16	4	40	40
HP Pile Details	1	18	16	4	38	38
Superstructure						
Girder Framing Plan and Elevation	2	22	16	4	42	84
Splice Detail and Table	1	22	16	4	42	42
Girder Camber Diagram	1	18	16	4	38	38
Moment and Reaction Table	1	18	16	4	38	38
Cross Frame Details	1	18	16	4	38	38
Bearing Layout	1	18	16	4	38	38
Bearing Details	1	18	16	4	38	38
Top of Deck Elevation Layout	1	18	16	4	38	38
Top of Deck Elevation	2	18	16	4	38	76
South Approach Slab and Table	2	18	16	4	38	76
North Approach Slab and Table	2	18	16	4	38	76
Superstructure Details	1	18	16	4	38	38
Superstructure Bill of Materials	1	18	16	4	38	38
Deck						
Deck Plan	2	22	16	4	42	84
Deck Cross Section and Details	1	18	16	4	38	38
Parapets	2	18	16	4	38	76
Joints, Fence, and Borings						
Expansion Joint Details	1	18	16	4	38	38
Bridge Utility Detail	2	18	16	4	38	76
Fence Railing	2	24	16	4	44	88
Soil Borings	2	8	8	4	20	40
Retaining Walls						
Plan & Profile	2	18	16	4	38	76
Wall Details	1	18	16	4	38	38
Soil Borings	1	8	8	4	20	20
Total	49		566			1800
Special Provisions						24

\$

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Stanley Consultants DATE
Prime
Central Street Phase II

01/07/18

ESCALATION FACTOR 3.21%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Principal	\$70.00	\$70.00
Engineering Grp Manager	\$70.00	\$70.00
Department Manager	\$70.00	\$70.00
Senior Engineer	\$55.49	\$57.27
Engineer	\$38.76	\$40.00
Engineer Intern II	\$34.66	\$35.77
Engineer Intern I	\$30.12	\$31.09
Sr Resident Project Rep	\$59.29	\$61.19
Resident Project Rep	\$45.77	\$47.24
Sr Construction Observer	\$37.01	\$38.20
Construction Observer	\$25.49	\$26.31
CAD/ Graphics Manager	\$51.77	\$53.43
Designer	\$42.64	\$44.01
Associate Designer	\$33.63	\$34.71
Sr Admin Assistant	\$24.50	\$25.29
Admin Assisstant	\$23.62	\$24.38
Admin Services Manager	\$33.72	\$34.80

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Stanley Consultants
Prime
Central Street Phase II

DATE 01/07/18

NAME	Direct Labor Total	Contribution to Prime Consultant
EDI Inc.	96,148.44	0.00
Santacruz Land Acquisitions	27,750.00	0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	123,898.44	0.00

Central Street over the
North Shore Canal

Phase II

Environmental Design International
Cost Estimate of Consultant Services

Project
Limits
County
Client Stanley Consultants
Section –

Phase II Scope of Services

Introduction

Phase II (design) engineering services will be provided for the preparation of plans, specifications and cost estimates for the construction of Central Street.

The general scope will include the following scope of services:

I. Management of Traffic (MOT)

A. Traffic Control

- Development of an appropriate traffic control scheme will be performed using a concept inherited from Phase I design. (6 sheet(s) x 24 hours/sheet = 144 hours)

B. Detour Route Plans

- A detour route will be established to provide adequate traffic flow for neighborhood residents and business owners. (1 sheet(s) x 40 hours/sheet = 40 hours)

C. MOT Concept

- EDI will develop and coordinate an MOT concept (prior to proceeding with detailed Traffic Control Plans) to ensure that the staged construction will function as planned and meet the goals of the project. (1 concept(s) x 32 hours/concept = 32 hours)

II. Pavement Markings

A. Pavement Marking

- Pavement marking will be designed in accordance with the MUTCD and IDOT Standard Details as necessitated by roadway geometry. (2 sheet(s) x 18 hours/sheet = 36 hours)

III. Erosion Control

A. Erosion Control

- Proper erosion control measures for each construction stage will be established as required by the work performed and the SWPPP. (6 sheet(s) x 12 hours/sheet = 72 hours)

B. Stormwater Pollution Prevention Plan (SWPPP)

- EDI will develop a SWPPP as required by regulatory agencies and necessary for securing any applicable permits. (28 hours)

IV. Drainage and Utilities

A. Drainage

- EDI will prepare drainage sheets for the bridge and adjacent approach slabs as necessary. Inlet spacing will be calculated and storm sewers sized to convey the 10-year flow to the local sewer system. (2 sheet(s) x 32 hours/sheet = 64 hours)

B. Permits

- Permitting with the Army Corps of Engineers, the Metropolitan Water Reclamation District and the Illinois Department of Natural Resources – Office of Water Resources will be included. However, permitting fees must be paid for by the client. (MWRD Permit = 24hours, IDNR/USACE Permit = 24 hours)

V. Survey

A. Pickup Topo Survey

Phase II Scope of Services

- Select pickup topographic route survey will be performed by EDI for the project site, as outlined by the needs of the project.
- Conventional elevation surveys at intervals and at locations necessary to create DTM
- Elevations on paved surfaces to 0.01 of a foot
- Elevations on other surfaces to 0.10 of a foot
- Identify manholes, catch basins, valve vaults, and other surface indications of subsurface utilities.

(76 hours)

B. Research – Title Review

Review Title and supplied record backup documentation, perform additional research as necessary to form the basis of the total holding determination. *(13 hours)*

C. Boundary Survey

Field locate monumentation to determine property and existing right of way lines. *(58 hours)*

D. Parcel Computations

Compute total holding, previously used or dedicated right of way areas, proposed right of way and permanent or temporary easement geometry and areas, as well as station & offset from the proposed alignments. *(35 hours)*

E. Plat of Highways

- Prepare a Plat of Highway according to current IDOT Land Acquisition Manual, to be signed and sealed by an Illinois Professional Land Surveyor. *(41 hours)*

F. Legal Descriptions

- Write metes and bounds legal descriptions according to current IDOT Land Acquisition Manual *(22 hours)*

G. Stake ROW & PE

- Stake where the propose right of way and proposed permanent easements change direction and meet existing right of way lines. *(28 hours)*

H. QC/QA

- Review and complete IDOT Plat of Highways & Legal Description Checklist by an Illinois Professional Land Surveyor not directly involved in the project. *(17 hours)*

I. ROW Meetings

- It is anticipated that there will be two meetings throughout the duration of preparation of contract documents to discuss proposed right of way requirements, and final deliverables.

(2 meeting(s) x 4 hours/meeting = 8 hours)

VI. Meetings and Coordination

1. Meetings

It is anticipated that there will be four meetings throughout the duration of preparation of contract documents. Two meetings are included to discuss engineering elements and coordinate design with Evanston Fire and Police services. Two meetings are included to discuss plan review

Project
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County
Client Stanley Consultants
Section –

Phase II Scope of Services

comments. The time to prepare any aides (visual or written - such as exhibits or memos) is included in the time per meeting. (4 meeting(s) x 4 hours/meeting = 16 hours)

VII. Project Management

The task will include managing the project budget and schedule and preparing invoices. The EDI will submit an invoice once a month. (4 hour(s) x 15 months = 60 hours)

Contract Documents

The contract documents will include:

- A. Plans
- B. Permits
- C. Cost Estimate
- D. Specifications

The contract documents will be prepared in three stages as follows

- Preliminary – 60% (Village only)
- Prefinal – 90%
- Final – 100%

A. Plan Preparation

1. Maintenance of Traffic

EDI will develop 50 scale staging plans for three anticipated stages of construction (Pre-stage, Stage I and Stage II). Detour route plan for surrounding neighborhood traffic will also be developed. The remaining construction of the bridge and retaining walls will be constructed using standard IDOT details for temporary lane closures if required.

2. Pavement Markings

Pavement marking plans will be developed at 20 scale as required by geometry and traffic needs.

3. Erosion and Sediment Control Plan

An erosion and sediment control plan will be prepared to identify measures to protect adjacent properties and drainage structures in the vicinity of the project and to meet the requirements of the SWPPP.

4. Drainage and Utilities

EDI will prepare 2 plan sheets showing the locations of inlets and other drainage appurtenances the project. Water main replacement will follow Illinois' guidelines for sewer and water main construction.

Project
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Phase II Scope of Services

A summary of anticipated sheets is as follows:

	Description	Sheets
1	Maintenance of Traffic & Detour Plans	7
2	Pavement Markings	2
3	Erosion Control (Stage I & II)	6
4	Drainage and Utilities	2

B. Permits

As the project will disturb more than one acre, an NPDES permit is required. The preparation of the SWPPP is included in the preparation of the NPDES permit.

Additionally, an ACOE/IDNR Joint Permit application will be completed and submitted. Permit fees will be passed on to the owner.

C. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A blank Estimate of Cost and cost breakdown of lump-sum items will be prepared.

D. Specifications

Specifications including Local Roads and Streets and BDE Special Provisions will be prepared. Additional special provisions provided by the Village or necessitated by construction will be included.

E. Comment Dispositions

A disposition of comments will be prepared after each submittal for comments provided by the Village and IDOT.

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Environmental Design Ir DATE
Stanley Consultants
16-08

10/16/17

ESCALATION FACTOR 1.33%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Program Manager	\$62.50	\$63.33
Surveyor II	\$52.88	\$53.59
Surveyor I	\$35.50	\$35.97
Survey Crew Chief	\$29.00	\$29.39
Instrument Person	\$19.50	\$19.76
CADD Technician	\$30.75	\$31.16
Admin Support I	\$30.52	\$30.93
Environmental Scientist III	\$52.56	\$53.26
Environmental Scientist II	\$26.22	\$26.57
Environmental Scientist I	\$20.20	\$20.47
Engineer III	\$55.55	\$56.29
Engineer II	\$39.14	\$39.66
Engineer I	\$27.16	\$27.52
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00
		\$0.00
		\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Environmental Design International
 PSB 16-08
 PRIME/SUPPLEMENT Stanley Consultants

DATE 10/16/17

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Traffic Control			Detour Route Plans			MOT Concept			Pavement Marking			Erosion Control		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Program Manager	63.33	103	12.29%	7.78	12	8.33%	5.28	8	20.00%	12.67	4	12.50%	7.92	2	5.56%	3.52	4	5.56%	3.52
Surveyor II	53.59	38	4.53%	2.43															
Surveyor I	35.97	64	7.64%	2.75															
Survey Crew Chief	29.39	56	6.68%	1.96															
Instrument Person	19.76	56	6.68%	1.32															
CADD Technician	31.16	80	9.55%	2.97															
Admin Support I	30.93	15	1.79%	0.55															
Environmental Scien	53.26	0																	
Environmental Scien	26.57	0																	
Environmental Scien	20.47	0																	
Engineer III	56.29	186	22.20%	12.49	48	33.33%	18.76	12	30.00%	16.89	18	56.25%	31.66	10	27.78%	15.64	24	33.33%	18.76
Engineer II	39.66	0																	
Engineer I	27.52	240	28.64%	7.88	84	58.33%	16.05	20	50.00%	13.76	10	31.25%	8.60	24	66.67%	18.35	44	61.11%	16.82
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TOTALS		838	100%	\$40.15	144	100.00%	\$40.10	40	100%	\$43.31	32	100%	\$48.18	36	100%	\$37.50	72	100%	\$39.10

Central Street over the
North Shore Canal
Phase II

Santacruz Land Acquisitions
Cost Estimate of Consultant Services

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Evanston

Stanley Consultants



Central Street Bridge

**Santacruz Land
Acquisitions**

310 Happ Road · Suite 206
Northfield, IL 60093
www.santacruz-associates.com

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

1

EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of Evanston, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

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

Santacruz Land Acquisitions will work with the staff for the LPA and/or Stantley Consultants, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of the Central Street Bridge (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 **three (3)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$10,500.00.
<u>REVIEW APPRAISALS:</u>	\$3,750.00.
<u>NEGOTIATIONS:</u>	\$10,500.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$1,000.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$1,000.00** 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 **\$27,750.00** as follows:

Land Acquisition Services	\$24,750.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$2,000.00

2

TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

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

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

Task 1: Notice to Proceed

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

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

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

Task 5: Appraisal / Waiver Valuation

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

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser 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.

While IDOT has revised its policies regarding waiver valuations, their use on this Project would be available at this time. Waiver valuations would require coordination with the LPA. In addition, waiver valuations can only be used if the right-of-way is acquired in the name of the LPA.

It should be noted that a waiver valuation is not an appraisal and may not be represented to be an appraisal. Accordingly, when an offer to purchase based on a waiver valuation is rejected and the

parcel is referred to condemnation, an appraisal, written by a qualified staff or fee appraiser, must be written and reviewed.

Santacruz Land Acquisitions will provide guidance to the LPA in making its decision on whether or it should proceed with waiver valuations for this Project.

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

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

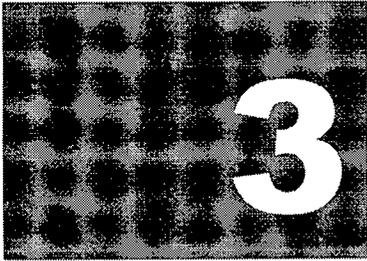
Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

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

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

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



EXHIBITS

Compensation for Services

Appraisal Services (based on complexity)

Appraisals	\$3,500.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services (based on complexity)

Review Appraisals	\$1,250.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services (based on complexity)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,500.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$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

¹ Requires additional work order.