



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Services Agreement: Phase II Design for Kautz Road		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	October 5, 2020		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: ES-II; EV-II; QL-I			
Estimated Cost: \$446,048		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain how the item will be funded: Available fund balance of 415 Infrastructure Fund.			
Executive Summary:			
<p>At the October 24, 2019 Council Meeting, the City entered into an Engineering Services Agreement with TranSystems for Phase I Design for Kautz Road between IL RT 38 and IL RT 64 which will be completed in 2020. The next stage, Phase II Design, is where the design documents, specifications, estimates, utility coordination, permits, coordination with state and federal agencies, and project management is completed. The performance of TranSystems has been exceptional and both the Geneva and St. Charles staff is confident in their ability to complete the Phase II Design. The project consists of reconstructing and widening the roadway where needed from north of Longest Drive to Geneva Drive to the St. Charles boundary to three lanes. St. Charles will construct their segment to just south of Commerce Drive. This process will straddle FY21 and FY22 with \$200,000 of those expenses expected within FY21. Finance Director Kruse has reviewed this expense and is in agreement with staff that this amount can be accommodated within the Infrastructure Capital Projects Fund. Staff requests a 10% contingency be included in the overall not to exceed amount for any unforeseen field changes that may occur. Any change orders must be approved by the City Administrator.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • TranSystems Proposal 9/17/2020 			
Voting Requirements:			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to execute an Engineering Services Agreement for Phase II Design Services with TranSystems Engineering of Schaumburg, Illinois in the amount of \$405,498 and authorize the City Administrator to approve up to \$40,550 in Change Orders for a total not-to-exceed amount of \$446,048.</p>			

RESOLUTION NO. 2020-: 3

**RESOLUTION AUTHORIZING EXECUTION OF
ENGINEERING SERVICES AGREEMENT FOR PHASE TWO DESIGN SERVICES
FOR THE KAUTZ ROAD RECONSTRUCTION AND WIDENING PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, an Agreement to conduct Engineering Services for Phase Two Design Services for the Kautz Road Reconstruction and Widening Project, in the form attached hereto at Exhibit "A."

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2020

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

TranSystems
SCOPE OF WORK

Kautz Road Reconstruction and Widening Project
Phase II Design Engineering Services
Cities of Geneva and St. Charles

September 17, 2020

This document presents the anticipated scope of work and expected level of effort associated with completion of Phase II Design Engineering Services based on our understanding of the project as determined to date during the Phase I planning and studies. TranSystems' scope of work for Phase II includes preparation of plans, specifications, and estimates (PS&E), utility coordination, permit processing, preparation of funding applications, quality assurance and quality control (QA/QC), meetings, coordination, administration, and project management. PS&E documents will be prepared in accordance with the federal requirements as defined by the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual, as needed to remain eligible for the Surface Transportation Program-Local (STP-L) funding received to date, as well as any additional funding sources that may be added in the future.

The project team includes the same team as was selected for Phase I, and also adds two more subconsultants with the specialty expertise needed to perform geotechnical investigations (Rubino) and appraisals and negotiations (Santacruz). TranSystems will continue to serve as the lead consulting firm. The full list of subconsultants providing specialty and/or support services is as follows:

- Huff & Huff, Inc. (H&H)
- Kaskaskia Engineering Group, LLC (KEG) – *DBE Firm*
- Rubino Engineering, Inc. (Rubino) – *DBE Firm*
- Santacruz Land Acquisitions (Santacruz) – *DBE Firm*
- WBK Engineering, LLC (WBK)

The Cities of Geneva and St. Charles will continue to serve as dual lead agencies for this project internal to the project team. Externally, only one lead agency can be recognized by IDOT and this will continue to be Geneva. Close coordination will also occur with IDOT and the Federal Highway Administration (FHWA) given that federal funding is anticipated to be used for construction of this project. Coordination will also be required with Kane County, the DuPage Airport, the Union Pacific Railroad, local residents, commercial properties, business associations and other developers, business owners and other governmental agencies as necessary. The following tasks are included in TranSystems' portion of the proposed work:

1.0 Pick-Up Survey and Right-of-Way Verification (8 hours)

Refer to scope of work provided by WBK for details. Additional hours are included for TranSystems to provide coordination and oversight.

2.0 Plats & Legals (4 hours)

Refer to scope of work provided by WBK for details. Additional hours are included for TranSystems to provide coordination and oversight.

3.0 Land Acquisition Services (8 hours)

Refer to scope of work provided by Santacruz for details. Additional hours are included for TranSystems to provide coordination and oversight.

4.0 Geotechnical Investigations (16 hours)

Refer to scope of work provided by Rubino for details. Additional hours are included for TranSystems to provide coordination and oversight, and incorporate the results of the investigations into the PS&E documents.

5.0 Special Waste and CCDD (8 hours)

Refer to scope of work provided by H&H for details. Additional hours are included for TranSystems to provide coordination and oversight.

6.0 Utility Coordination (56 hours)

TranSystems will coordinate with any utility companies located within project limits. Potential utility conflicts will be identified using information provided by the utility companies, and any additional readily available mapping, atlases, or GIS data. TranSystems will examine and recommend areas for relocations of utilities in conflict and opportunities to protect utilities to remain in place.

7.0 Permit Processing (88 hours)

TranSystems will provide and coordinate permits and agreements, prepare revisions, and submit for approvals from the following permitting agencies. Staff will attend meetings as needed to facilitate permit coordination. We anticipate three (3) permit agency coordination meetings will be needed to obtain approvals.

- Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) storm water permit: TranSystems will prepare and submit the Notice of Intent (NOI) form and a Storm Water Pollution Prevention Plan (SWPPP) to IEPA a minimum of 30 days prior to the start of construction activities. Permit fees are to be paid for by the Cities. **(56 hours)**
- Kane County Storm Water Management Permit: TranSystems will submit the permit application to Kane County for the required Storm Water Management Permit. **(24 hours)**
- Union Pacific Railroad (UPRR) Coordination: It is anticipated that the project will propose an omission across the at-grade crossing with a minimum 25-foot setback on each side, eliminating the need for reviews, approvals, agreements, flaggers, a right-of-entry permit, and railroad protective liability insurance. A nominal amount of coordination with the UPRR has been included, up to 8 hours. Any additional meetings or coordination, or any the exclusions listed herein, would require a supplemental agreement. **(8 hours)**

8.0 Funding Applications (72 hours)

TranSystems will prepare and submit funding applications for the following upcoming funding programs:

- Surface Transportation Program-Shared (STP-Shared)
- Truck Access Route Program (TARP)
- Congestion Mitigation and Air Quality Improvement Program / Transportation Alternatives Program Locally Programmed (CMAQ / TAP-L)

9.0 Roadway PS&E (1,496 hours)

All plans for the project will be prepared using English units. Plans will be prepared in accordance with the IDOT BLRS Manual, along with any applicable City and County standards and guidelines. The scope of work includes the preparation of one set of civil roadway plans, specifications, and estimates (PS&E) for the Reconstruction and Widening of Kautz Road, from north of Longest Drive to south of Commerce Drive (1.2 miles in length). The additional sidewalk installation recommended in the Phase I PDR north of Commerce Drive is not included in this scope, as it is assumed this will be constructed by the City of St. Charles separate from this project. Only one set of cross-sections will be prepared, depicting the improvements in their final configuration and will not be broken out by stage. Earthwork quantities will be reflective of the project as a whole and will not be broken out by stage. Details of TranSystems' scope of work include the following:

A. Roadway Plan Sheets (**1,432 hours – see attached breakdown for details**)

Preparation of preliminary contract plans is defined as approximately 50-percent completion, to be submitted to the Cities as a check set. Official submittals will then be made concurrently to both Cities and IDOT at the Pre-Final and Final milestones. Pre-Final is defined as approximately 95-percent completion, and Final is at 100-percent completion. It is anticipated that the contract plans will consist of the following sheets:

- Cover Sheet
- Index of Sheets, Highway Standards
- General Notes
- Summary of Quantities
- Schedules of Quantities
- Typical Sections (Existing and Proposed)
- Alignment, Ties, and Benchmarks
- Removal Plans
- Plan and Profiles
- Suggested Traffic Control Plans
- Detour Plan
- Traffic Control Details
- Landscaping and Erosion and Sediment Control (ESC) Plans
- Drainage and Utility Plans – *Prepared by WBK*
- Detention Grading Plans – *Prepared by WBK*
- Plat of Highways – *Prepared by WBK*
- Intersection Paving and Elevation Plans
- Pavement Marking and Signing Plans
- Roadway Lighting Plans
- City and IDOT D1 Details
- Project Specific Details
- Cross Sections – *Prepared by KEG*

B. Specifications (**40 hours**)

Project specifications will be developed at the Pre-Final (95%) and Final (100%) submittals. This will include utilizing standard special provisions and checklists from IDOT as well as combining additional specifications from the Cities and Kane County to insure that the project is constructed to all applicable agency criteria.

C. Estimates (**24 hours**)

- Estimate of Time
- Engineer's Opinion of Probable Construction Costs

10.0 Quality Assurance and Quality Control (72 hours)

QA/QC will include the preparation and implementation of a Quality Management Plan (QMP). TranSystems will conduct in-house independent quality reviews for QA/QC to review design calculations, drawings, plan sheets, details, quantities, reports, specifications, estimates, and other work prepared for the project. QA/QC reviews will occur prior to each of the two previously defined milestone submittals.

11.0 Meetings and Coordination (142 hours)

This task includes attendance at meetings and coordination with various entities to complete the project, which may include the following – City of Geneva, City of St. Charles, City of West Chicago, Kane County, Forest Preserve District of Kane County, Illinois Department of Transportation (IDOT), DuPage Airport, Union Pacific Railroad (UPRR), and the Kane-DuPage Soil and Water Conservation District (KDSWCD), among others. Preparation and distribution of correspondence, meeting minutes, records of conversation and other project documentation to track and document the project decisions is included.

A. Meetings (62 hours)

- Project Kickoff with Geneva and St. Charles (1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with Geneva and St. Charles (assume 6 mtgs, 2 ppl, 2 hrs ea)
- Coordination meetings with West Chicago (assume 1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with Kane County (assume 2 mtgs, 2 ppl, 2 hrs ea)
- Project Kickoff with IDOT D1 (1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with IDOT (assume 1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with IDOT and FHWA (assume 1 mtg, 2 ppl, 2 hrs ea)
- Detour Committee Meeting at IDOT (assume 1 mtg, 1 ppl, 2 hrs ea)
- Coordination meetings with DuPage Airport (assume 2 mtgs, 2 ppl, 2 hrs ea)

B. Coordination (80 hours)

Transystems will conduct routine project coordination, including but not limited to the following: emails, phone calls, letters, memos, etc. on an as-needed basis. This includes weekly progress reports.

12.0 Administration and Management (72 hours)

Administration and management consists of the following administrative responsibilities to ensure a quality product on schedule and within budget:

A. Project Management and Administration (assume 18-month project duration)

- Develop and administer the Project Management Plan
- Staffing resource management
- Monthly Invoicing

B. Scheduling (assume 18-month project duration)

C. In-house Coordination Meetings (assume 18-month project duration)

Scope Assumptions

This scope of work does not include any of the following:

- Bid Assistance
- Phase III Construction Engineering, Inspection, and Observation
- Phase III Design Support (RFI Responses, Shop Drawing Reviews)

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT
 Prepared By

TranSystems Corporation
Prime
Jeff Stanko

DATE 9/17/2020
 PTB-ITEM# 180-1

CONTRACT TERM 18 MONTHS
 START DATE 10/1/2020
 RAISE DATE 4/1/2021
 END DATE 3/31/2022

OVERHEAD RATE 148.69%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2020	4/1/2021	6	33.33%
1	4/2/2021	4/1/2022	12	68.67%

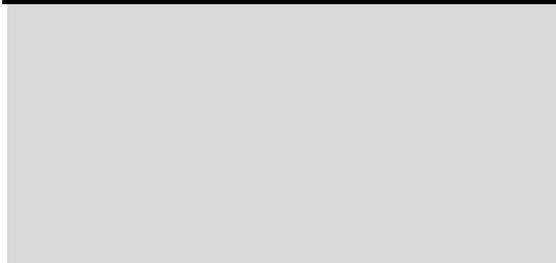
The total escalation = 2.00%

Subconsultants

FIRM NAME TranSystems Corporation
PRIME/SUPPLEMENT Prime
PTB-ITEM # 180-1

DATE 9/17/2020

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total **0.00** **0.00**

AVERAGE HOURLY PROJECT RATES

FIRM TranSystems Corporation
PTB-ITEM# 180-1
PRIME/SUPPLEMENT Prime

DATE 9/17/2020

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Pick-Up & ROW Verify			2. Plats & Legals			3. Land Acq Services			4. Geotech Investigations			5. Special Waste & CCDD		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	43.0	3.10%	2.17															
Engineer 4 (E4)	70.00	156.0	11.24%	7.87	2	40.00%	28.00				3	60.00%	42.00	1	9.09%	6.36	1	20.00%	14.00
Engineer 3 (E3)	64.47	264.0	19.02%	12.26	1	20.00%	12.89	3	100.00%	64.47	2	40.00%	25.79	6	54.55%	35.17	2	40.00%	25.79
Engineer 2 (E2)	46.87	302.0	21.76%	10.20										1	9.09%	4.26	2	40.00%	18.75
Engineer 1 (E1)	34.75	353.0	25.43%	8.84	1	20.00%	6.95												
Industry Specialist 3 (IS3)	56.67	176.0	12.68%	7.19	1	20.00%	11.33							3	27.27%	15.46			
Technician 1 (T1)	21.80	66.0	4.76%	1.04															
Administrative 3 (A3)	51.49	12.0	0.86%	0.45															
Administrative 2 (A2)	35.92	16.0	1.15%	0.41															
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TOTALS		1388.0	100%	\$50.42	5.0	100.00%	\$59.18	3.0	100%	\$64.47	5.0	100%	\$67.79	11.0	100%	\$61.25	5.0	100%	\$58.54



A Subsidiary of GZA



September 17, 2020

via email: jrstanko@transystems.com

Mr. Jeffrey R. Stanko, P.E.
Assistant Vice President
TranSystems Corporation
1475 Woodfield Road, Suite 600
Schaumburg, Illinois 60173-5058

**Re: Phase II Environmental Services – PSI and CCDD
Kautz Road Reconstruction and Widening Project
City of Geneva and City of St. Charles, IL.
Proposal No.: 81.PT000095.21**

Dear Mr. Stanko:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to TranSystems Corporation (Client) to provide Phase II environmental services in conjunction with the proposed roadway reconstruction and widening project, along Kautz Road in Geneva and St. Charles, Illinois. Client has requested completion of a Preliminary Site Investigation (PSI) and assessment/documentation for consideration of off-site disposal of spoils at a Clean Construction or Demolition Debris (CCDD) facility.

1. PROJECT UNDERSTANDING

We understand the Cities of Geneva and St. Charles have completed phase I design engineering services for the proposed improvements along Kautz Road from Commerce Drive (St. Charles) to IL Route 38 (Geneva) with work funded through the Cities’ general funds and are currently seeking scope of services for Phase II activities. The work includes widening of Kautz Road to add a third lane, reconstruction of the majority of the roadway, connection of a recreational trail and formal designation of Kautz Road as a truck route. Additional work may include connection of a multi-use trail to the Prairie Path, railroad coordination, and grant funding assistance. We understand the proposed studies shall follow federal aid process and guidelines, applicable IDOT BLRS and BDE manuals, and local standards.

H&H previously completed a Preliminary Environmental Site Assessment (PESA), dated December 16, 2019, in which seven (7) sites were identified as having Recognized Environmental Conditions (RECs) and considered Potentially Impacted Properties (PIPs). These sites will be further investigated with the proposed PSI activity. In addition, consistent with IDOT District 1 approach, anywhere work is proposed along the corridor will also be investigated as part of the CCDD assessment from the stance of soil management.

H&H also completed wetland delineation services as part of the Phase I engineering and we understand that the project is avoiding all impacts to wetlands/waterways. Therefore, permitting is not included in this scope of services.

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

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2. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) / CCDD

We have developed the scope of the PSI and CCDD assessment based on our current understanding of the project corridor and review of the original PESA. The final location of proposed soil borings and laboratory sampling protocol will be adjusted, as necessary, based on the findings of the new PESA proposed in Task 1.

A. Soil Borings and Soil Sampling

It is anticipated that two days of field effort will be required with up to thirty-three (33) borings completed along the Project Corridor with the aid of traffic control services.

The borings will be advanced and soil samples collected for laboratory analysis to address the PIPs/RECs for soil disposal considerations, specifically at locations identified for proposed excavation. Currently it is estimated that borings will be advanced to depths of approximately 6 to 12 feet deep.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) to be determined from the PESA. Based on our understanding of the project corridors, we have provided the following sampling protocol for budgetary considerations. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 12 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 24 samples) – Semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals, total and SPLP/TCLP methods** (up to 24 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 12 samples).
- **Pesticides and Herbicides** (up to 6 samples) – Pesticides and herbicides have been utilized on adjoining land, including the golf course and agricultural fields.

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 33).



C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – QA/QC

Time under this task includes QA/QC time for the project deliverables as described above.

Task 3 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

3. PROJECT COSTS

Manhours by Classification and costs have been included on the attached CECS spreadsheets. Since we understand the project is split between local agency project owners (Geneva at 68% of fee and St. Charles at 32% of fee), we have included a combined set of costs for reference and the requested split costs for each local agency utilizing the BLR 05610 Cost Plus Fixed Fee with the total column calculation adjusted to accommodate the split request.

4. LEVEL OF EFFORT AND SCHEDULE

PSI/CCDD Task work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval.

5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.



ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation



of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
 - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs



or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
 - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.



17. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

BLR 05610 Forms
GENEVA 68% SPLIT FEE

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Huff & Huff, Inc.
 PRIME/SUPPLEMENT TranSystems
 Prepared By HJJR-H&H

DATE 09/17/20
 PTB-ITEM# 0

CONTRACT TERM 12 MONTHS
 START DATE 9/17/2020
 RAISE DATE 9/22/2020

OVERHEAD RATE 182.42%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 9/16/2021

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	9/17/2020	9/22/2020	0	0.00%
1	9/23/2020	9/22/2021	12	103.00%

The total escalation = 3.00%

Exhibit A - Preliminary Engineering

Route: Kautz Road (FAU Route 2286) - Longest Dr to Swenson Ave
 Local Agency: Geneva and St Charles / Kane
 (Municipality/Township/County)
 Section: 19-00117-00-PV
 Project: Kautz Road Widening and Reconstruction
 Job No. GENEVA (68% Split of total)

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 182.42 %
 Complexity Factor ® 0.00
 Calendar Days 360

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House direct costs (IHDC)	Profit	Total (as 68%)
Task 1: PSI/CCDD	Associate Principal I	2.00	\$64.51	\$129.02	\$235.35	\$18,376.00	\$269.50	\$91.91	\$12,989.21
	Senior Geologist PM	2.00	\$48.75	\$97.50	\$177.86	\$0.00	\$0.00	\$39.93	\$214.40
	Assistant PM Engineer I	6.00	\$36.53	\$219.18	\$399.83	\$0.00	\$0.00	\$89.76	\$481.96
	Scientist E1	32.00	\$27.26	\$872.32	\$1,591.29	\$0.00	\$0.00	\$357.22	\$1,918.16
	Scientist E2	32.00	\$25.50	\$816.00	\$1,488.55	\$0.00	\$0.00	\$334.16	\$1,794.32
	Senior Technical Specialist	1.00	\$47.52	\$47.52	\$86.69	\$0.00	\$0.00	\$19.46	\$104.50
	Technical Graphics Technician	5.00	\$24.03	\$120.15	\$219.18	\$0.00	\$0.00	\$49.20	\$264.20
	Senior Administrative Assistant	1.00	\$30.40	\$30.40	\$55.46	\$0.00	\$0.00	\$12.45	\$66.85
Task 2: QAQC	Associate Principal I	2.00	\$64.51	\$129.02	\$235.35	\$0.00	\$0.00	\$52.83	\$283.69
	Senior Geologist PM	4.00	\$48.75	\$195.00	\$355.72	\$0.00	\$0.00	\$79.85	\$428.79
Task 3: Project Management	Engineer PM I	1.00	\$40.05	\$40.05	\$73.06	\$0.00	\$0.00	\$16.40	\$88.07
	Senior Geologist PM	2.00	\$48.75	\$97.50	\$177.86	\$0.00	\$0.00	\$39.93	\$214.40
TOTALS		90.00		\$2,793.66	\$5,096.20	\$18,376.00	\$269.50	\$1,183.10	\$18,848.55

PAYROLL RATES

FIRM NAME	<u>Huff & Huff, Inc.</u>	DATE	<u>09/17/20</u>
PRIME/SUPPLEMENT	<u>0</u>		
PTB-ITEM #	<u>0</u>		

ESCALATION FACTOR 3.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$72.80	\$70.00
Associate Principal II	\$75.00	\$70.00
Associate Principal I	\$62.63	\$64.51
Senior Consultant	\$69.44	\$71.52
Senior Project Manager III	\$60.73	\$62.55
Senior Project Manager II	\$46.64	\$48.04
Senior Project Manager I	\$45.12	\$46.47
Senior Landscape Architect	\$52.74	\$54.32
Senior Planning PM	\$53.45	\$55.05
Senior Geologist PM	\$47.33	\$48.75
Senior Technical Specialist	\$46.14	\$47.52
Senior Scientist PM II	\$48.58	\$50.04
Senior Technical Scientist	\$44.24	\$45.57
Technical Graphics Technici	\$24.03	\$24.03
Scientist PM II	\$44.48	\$44.48
Engineer PM I	\$40.05	\$40.05
Assistant PM Engineer I	\$36.53	\$36.53
Engineer I	\$32.31	\$32.31
Assistant PM Scientist	\$33.14	\$33.14
Scientist E1	\$27.26	\$27.26
Scientist E2	\$25.50	\$25.50
Administrative Managers	\$43.26	\$43.26
Senior Administrative Assista	\$30.40	\$30.40

HUFF & HUFF, INC.
SUMMARY OF DIRECT COSTS

Project: TS-Kautz Road Ph II Geneva (68% of total)

				<u>DIRECT</u>
Task 1 - PSI/CCDD				
Trips	60 miles	x	3 x	\$0.575 = \$ 70.38
Tolls			4 x	\$ 1.50 = \$ 4.08
Field Kit	1 day	x	2 x	\$ 30.00 = \$ 40.80
PID Meter	1 day	x	2 x	\$ 50.00 = \$ 68.00
<hr/>			Task Total	\$ 183.26

Calculation above is 68% of total

Task 2 - QAQC				
<hr/>				
			0 x	\$ - = \$ -
<hr/>			Task Total	\$ -

Task 3 - Project Management				
<hr/>				
			0 x	\$ - = \$ -
<hr/>			Task Total	\$ -

GRAND TOTAL \$ 183.26

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: TS-Kautz Road Ph II Geneva (68% of total)

OUTSIDE

Task 1 - PSI/CCDD

Soil Samples				
VOC	12	x	\$ 138.00	= \$ 1,126.08
PNA	24	x	\$ 105.00	= \$ 1,713.60
RCRA total	24	x	\$ 90.00	= \$ 1,468.80
RCRA splp/tclp	12	x	\$ 90.00	= \$ 734.40
Pesticides/Herbicides	6	x	\$ 300.00	= \$ 1,224.00
pH	33	x	\$ 20.00	= \$ 448.80
Driller (day)	2	x	\$ 2,000.00	= \$ 2,720.00
Traffic Control (day)	2	x	\$ 2,250.00	= \$ 3,060.00
			Task Total	\$ 12,495.68

Calculation above is 68% of total

Task 2 - QAQC

_____	0	x	\$ -	= \$ -
			Task Total	\$ -

Task 3 - Project Management

_____	0	x	\$ -	= \$ -
			Task Total	\$ -

GRAND TOTAL \$ 12,495.68



124
477 South 3rd Street
Suite 270
Geneva, Illinois 60134
630.332.9157 phone

Phase II and Engineering Services

City of Geneva, Illinois

City of St. Charles, Illinois

Route: Kautz Road – So. of Averill Drive to So. of Commerce Drive (1.20 miles)

September 15, 2020

SCOPE OF WORK

This document presents the anticipated scope of work and expected effort associated with completion of Phase II Design Engineering Services associated with the Kautz Road Reconstruction and Widening Project located in the Cities of Geneva and St. Charles in Kane County, Illinois. The general scope of work is to complete Phase II engineering services for this corridor. It includes specific work identified, as necessary and required by the Cities and federal requirements, as defined by the IDOT Bureau of Local Roads and Streets (BLRS) Manual. The work to be performed by Kaskaskia Engineering Group, LLC (KEG) will be focused on the preparation of Phase II cross sections, and associated quantities, schedules, and Special Provisions.

Based upon the work completed during the Phase I portion of the project, it is anticipated that the project will be completed under staged traffic conditions, with two primary stages of construction. KEG has assumed that the cross sections will be developed and quantified for the final in place of the proposed conditions compared to the existing condition. The following has been assumed for preparation of the sections:

- Station limits are approximately 1116+50 to 1180+00 (6350 LF)
- Cross section will be cut at 50-foot intervals (6350/50 +1=128 sections)
- Cross sections at driveways (2 in the east stage, 8 in the west stage, for a total of 10 driveways)
- Cross sections at cross road culverts (assume 2 sections)
- Cross sections at side streets (assume 5 side streets for the west stage)
- Total number of sections = 145

Plan Preparation

KEG will develop the cross-section plan sheets for the project for the final in-place condition. As stated previously, the sections will be presented in 50-foot intervals, and will also include driveways, side streets, and cross road culverts.

Special Provisions

KEG will prepare the project specific Special Provisions associated with cross section development and earthwork for the project.

Prepare Schedules, Summaries and Quantities

KEG will prepare the earthwork schedule, summary table, and quantities based on the final in-place condition. Effort has not been included for quantifying the earthwork for each stage of construction.

Maintain and Update the Open Roads Model

A 3-dimensional model was developed during the Phase I portion of the project. Additional effort will be required in Phase II to incorporate the proposed pavement design (by others), design of special ditches (by others), and identify subgrade remediation (by others), and general updating of the model as design is refined. We have included effort to update the model.

Project Coordination

Periodically during the timeframe of the design activities, KEG will participate in coordination activities with the Prime and other team members to ensure a seamless deliverable.

QA/QC

An independent QA/QC review of project deliverables will be performed in accordance with the KEG QA/QC Plan.

Project Administration

KEG will coordinate with TranSystems staff as necessary regarding scope and progress reporting associated with this project.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Kaskaskia Engineering Group
 PRIME/SUPPLEMENT Prime
 Prepared By PJF

DATE 09/16/20
 PTB-ITEM# 197Kautz Geneva

CONTRACT TERM 18 MONTHS
 START DATE 10/1/2020
 RAISE DATE 4/1/2021
 END DATE 3/31/2022

OVERHEAD RATE 160.79%
 COMPLEXITY FACTOR
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2020	4/1/2021	6	33.33%
1	4/2/2021	4/1/2022	12	68.00%

The total escalation = 1.33%

PAYROLL RATES

FIRM NAME Kaskaskia Engineering (DATE 09/16/20)
PRIME/SUPPLEMENT Prime
PTB-ITEM # 197Kautz Geneva

ESCALATION FACTOR **1.33%**

Note: Rates should be capped on the AVG 1 tab as necessary

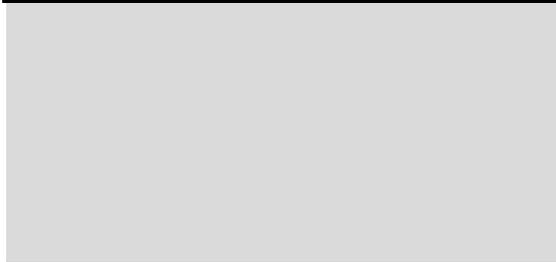
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Manager	\$93.34	\$94.58
Principal Engineer	\$78.11	\$79.15
Senior Engineer	\$56.58	\$57.33
Geotechnical Engineer	\$35.67	\$36.15
Project Manager III	\$47.12	\$47.75
Project Manager II	\$40.36	\$40.90
Project Manager I	\$37.46	\$37.96
Project Engineer I	\$40.51	\$41.05
Staff Engineer	\$28.17	\$28.55
Biologist/Scientist II	\$29.21	\$29.60
Biologist/Scientist I	\$23.69	\$24.01
GIS Manager	\$41.80	\$42.36
Technician IV	\$40.19	\$40.73
Technician III	\$32.39	\$32.82
Technician II	\$29.42	\$29.81
Technician I	\$25.33	\$25.67
Administrative Personnel	\$34.51	\$34.97
Intern	\$16.33	\$16.55

Subconsultants

FIRM NAME Kaskaskia Engineering Group, LLC
PRIME/SUPPLEMENT Prime
PTB-ITEM # 197Kautz Geneva

DATE 09/16/20

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total **0.00** **0.00**

AVERAGE HOURLY PROJECT RATES

FIRM Kaskaskia Engineering Group, LLC
PTB-ITEM# 197Kautz Geneva
PRIME/SUPPLEMENT Prime

DATE 09/16/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Plan Preparation			Special Provisions			Scheds., Summaries & Qtys			Update/Maintain model			Project Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Manager	78.00	2.0	0.78%	0.61															
Principal Engineer	78.00	14.0	5.47%	4.27	7	3.52%	2.74				1	6.25%	4.88	1	9.09%	7.09	1	20.00%	15.60
Senior Engineer	57.33	31.0	12.11%	6.94	20	10.05%	5.76	1	14.29%	8.19	2	12.50%	7.17	1	9.09%	5.21			
Geotechnical Engineer	36.15	0.0																	
Project Manager III	47.75	0.0																	
Project Manager II	40.90	0.0																	
Project Manager I	37.96	0.0																	
Project Engineer I	41.05	86.0	33.59%	13.79	76	38.19%	15.68	5	71.43%	29.32	5	31.25%	12.83						
Staff Engineer	28.55	0.0																	
Biologist/Scientist II	29.60	0.0																	
Biologist/Scientist I	24.01	0.0																	
GIS Manager	42.36	0.0																	
Technician IV	40.73	117.0	45.70%	18.61	96	48.24%	19.65				8	50.00%	20.36	9	81.82%	33.32	4	80.00%	32.58
Technician III	32.82	0.0																	
Technician II	29.81	0.0																	
Technician I	25.67	0.0																	
Administrative Personnel	34.97	6.0	2.34%	0.82				1	14.29%	5.00									
Intern	16.55	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		256.0	100%	\$45.04	199.0	100.00%	\$43.83	7.0	100%	\$42.51	16.0	100%	\$45.23	11.0	100%	\$45.62	5.0	100%	\$48.18

AVERAGE HOURLY PROJECT RATES

FIRM Kaskaskia Engineering Group, LLC
PTB-ITEM# 197Kautz Geneva
PRIME/SUPPLEMENT Prime

DATE 09/16/20
SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Project Administration														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Manager	78.00				2	22.22%	17.33												
Principal Engineer	78.00	2	22.22%	17.33	2	22.22%	17.33												
Senior Engineer	57.33	7	77.78%	44.59															
Geotechnical Engineer	36.15																		
Project Manager III	47.75																		
Project Manager II	40.90																		
Project Manager I	37.96																		
Project Engineer I	41.05																		
Staff Engineer	28.55																		
Biologist/Scientist II	29.60																		
Biologist/Scientist I	24.01																		
GIS Manager	42.36																		
Technician IV	40.73																		
Technician III	32.82																		
Technician II	29.81																		
Technician I	25.67																		
Administrative Personnel	34.97				5	55.56%	19.43												
Intern	16.55																		
TOTALS		9.0	100%	\$61.93	9.0	100%	\$54.09	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



September 17, 2020

To: Jeffrey R. Stanko PE
Assistant Vice President



1475 East Woodfield Road, Suite 600
Schaumburg, Illinois 60173-5440
Main : 847.605.9600

Re: Proposal - Geotechnical Exploration
Proposed Kautz Rd Reconstruction and
Widening Phase II
Roosevelt Rd to Commerce Drive
St Charles / Geneva, Illinois

Proposal No. Q19.329g REV1

Via email: jrstanko@transystems.com

Dear Mr. Stanko,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Todd S. Bright of TranSystems on July 25, 2019. Rubino received a request to split the fees between St. Charles and Geneva in September of 2020.

PROJECT UNDERSTANDING

Rubino understands that St. Charles and Geneva are planning roadway improvements and widening to Kautz Road from Roosevelt Road to Commerce Drive in St. Charles and Geneva, Illinois.

Information received:

- RFP Email from Todd S. Bright of TranSystems on July 25, 2019.
- Document – "19_7_10_Kautz Road RFQ_Final_TS" prepared by City of Geneva and City of St. Charles on July 10, 2019, received by Rubino on July 25, 2019.
- RFP Win email from Jeffrey R. Stanko informing about the Transystems win, and that geotechnical portion may be moved to Phase II
- RFP Email from Jeffrey R. Stanko indicating need to formalize proposal

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones, approach signage, and an attenuator truck. Rubino anticipates that the drill rig will require full lane closure.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



Exhibit 1) Boring Location Plan for Roadway Improvements on southern end of Kautz Road



Exhibit 2) Boring Location Plan for Roadway Improvements on middle section of Kautz Road



Exhibit 3) Boring Location Plan for Roadway Improvements on northern end of Kautz Road

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

NUMBER OF BORINGS AND PAVEMENT CORES WITH SUBBASE THICKNESS	DEPTH (FEET BEG*)	LOCATION
20 Cores & Borings	10	(Geneva) 300 ft intervals from Kautz Rd to Commerce Dr (B-01 through B-20)
8 Cores & Borings	10	(St Charles) 300 ft intervals from Kautz Rd to Commerce Dr (B-21 through B-28)

BEG = below existing grade

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATE D QUANTITY	SAMPLE TYPE
Atterberg Limits	5	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	116	Shelby Tube, Cohesive Samples
Organic Content	5	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation and stability recommendations*
 - *Pavement core thicknesses*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to TranSystems.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services based on attached CECS forms.

Geneva Portion	CECS Drilling, Coring, and Reporting Scope	\$ 26,703	68%
St. Charles Portion	CECS Drilling, Coring, and Reporting Scope	\$ 12,554	32%
Total		\$ 39,257	100%

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered

within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 201__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services.
- 8) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 9) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) The minimum billing increment for time is a half hour.
- 11) A project set-up charge of a minimum of two hours applies to all projects.
- 12) Professional services rates are exclusive of expert deposition or testimony time.
- 13) Drilling and field service rates are based on OSHA Level D personnel protection.
- 14) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 15) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.
- 17)

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT
Prepared By Michelle Lipinski

DATE 09/17/20
PTB-ITEM# 1

CONTRACT TERM 12 MONTHS
START DATE 11/1/2020
RAISE DATE 3/1/2021
END DATE 10/31/2021

OVERHEAD RATE 146.00%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2020	3/1/2021	4	33.33%
1	3/2/2021	11/1/2021	8	68.67%

The total escalation = 2.00%

PAYROLL RATES

FIRM NAME Rubino Engineering, Inc. DATE 09/17/20
 PRIME/SUPPLEMENT 0
 PTB-ITEM # 1

ESCALATION FACTOR 2.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$37.73	\$38.48
Project Manager	\$32.69	\$33.34
Staff Engineer / Geologist	\$28.79	\$29.37
Administrative	\$19.27	\$19.66
Professional Engineer	\$55.12	\$56.22
Driller	\$53.54	\$54.61
Laboratory Tech / Flagger	\$25.22	\$25.72
Principal	\$70.00	\$71.40

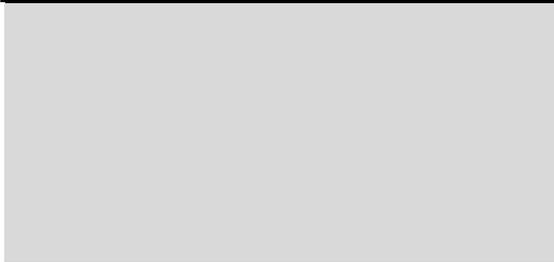
Q19.329g
 Geneva

Subconsultants

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT 0
PTB-ITEM # 1

DATE 09/17/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total **0.00** **0.00**

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM Rubino Engineering, Inc.
PTB-ITEM # 1
PRIME/SUPPLEMENT 0

OVERHEAD RATE 146.00%
COMPLEXITY FACTOR 0

DATE 09/17/20

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	Setup, PM, Boring Layout	13	394	575	65	146		1,180	1,180	4.42%
DBE	Drilling and Traffic Control	80	3,296	4,812	9,342	1,219		18,669	18,669	69.91%
DBE	Geo Laboratory Testing	5	136	199	1,190	50		1,575	1,575	5.90%
DBE	Pavement Coring	27	936	1,367	2,630	346		5,279	5,279	19.77%
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AVERAGE HOURLY PROJECT RATES

FIRM Rubino Engineering, Inc.
 PTB-ITEM# 1
 PRIME/SUPPLEMENT 0

DATE 09/17/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Setup, PM, Boring Layout			Drilling and Traffic Control			Geo Laboratory Testing			Pavement Coring			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Material Tester 1 & 2	38.48	16.0	12.80%	4.93									16	59.26%	22.81				
Project Manager	33.34	15.0	12.00%	4.00	3	23.08%	7.69	8	10.00%	3.33	1	20.00%	6.67	3	11.11%	3.70			
Staff Engineer / Geologist	29.37	49.0	39.20%	11.51	10	76.92%	22.59	35	43.75%	12.85			4	14.81%	4.35				
Administrative	19.66	2.0	1.60%	0.31				2	2.50%	0.49									
Professional Engineer	56.22	0.0																	
Driller	54.61	32.0	25.60%	13.98				32	40.00%	21.84									
Laboratory Tech / Flagger	25.72	8.0	6.40%	1.65							4	80.00%	20.58	4	14.81%	3.81			
Principal	71.40	3.0	2.40%	1.71				3	3.75%	2.68									
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TOTALS		125.0	100%	\$38.09	13.0	100.00%	\$30.28	80.0	100%	\$41.20	5.0	100%	\$27.25	27.0	100%	\$34.67	0.0	0%	\$0.00

COMPANY NAME: Rubino Engineering, Inc
PTB NUMBER: Rubino proposal # Q19.329g Geneva
TODAY'S DATE: 9/17/2020

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		6	\$65.00	\$390.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		4	\$ 2,500.00	\$10,000.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Atterberg Limits	In house direct cost		4	\$ 70.00	\$280.00
Hydrometer	In house direct cost		2	\$ 140.00	\$280.00
Natural Moisture Content	In house direct cost		80	\$ 7.00	\$560.00
Organic Content	In house direct cost		3	\$ 23.33	\$69.99
Drill Rig Mobilization	In house direct cost		3	\$ 549.15	\$1,647.45
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL DIRECT COST					\$13,227.44

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Rubino Engineering Inc. BDE3608 & 436 Direct Cost Breakdown
 Date: 9/17/2020
 Proposal # Q19.329g_Geneva
 Project: Kautz Road in Geneva

BDE 3608 ITEM: Setup, PM, Boring Layout

Direct Cost Item	Estimated Quantity	Direct Cost	Total	Grand Total
Vehicle - Owned or Leased	1	\$ 65.00	\$ 65.00	
				\$ 65.00

BDE 3608 ITEM: Drilling, Reporting, and Traffic Control

Direct Cost Item	Estimated Quantity	Direct Cost	Subtotal	Grand Total
Drill Rig Mobilization	3	\$ 549.15	\$ 1,647.45	
Vehicle - Owned or Leased	3	\$ 65.00	\$ 195.00	
Traffic Control per Day	3	\$ 2,500.00	\$ 7,500.00	
			Total	\$ 9,342.45

BDE 3608 ITEM: Geo Laboratory Testing

Direct Cost Item	Estimated Quantity	Direct Cost	Subtotal	Grand Total
Atterberg Limits	4	\$ 70.00	\$ 280.00	
Hydrometer	2	\$ 140.00	\$ 280.00	
Natural Moisture Content	80	\$ 7.00	\$ 560.00	
Organic Content	3	\$ 23.33	\$ 69.99	
			Total	\$ 1,189.99

BDE 3608 ITEM: Pavement Coring and Reporting

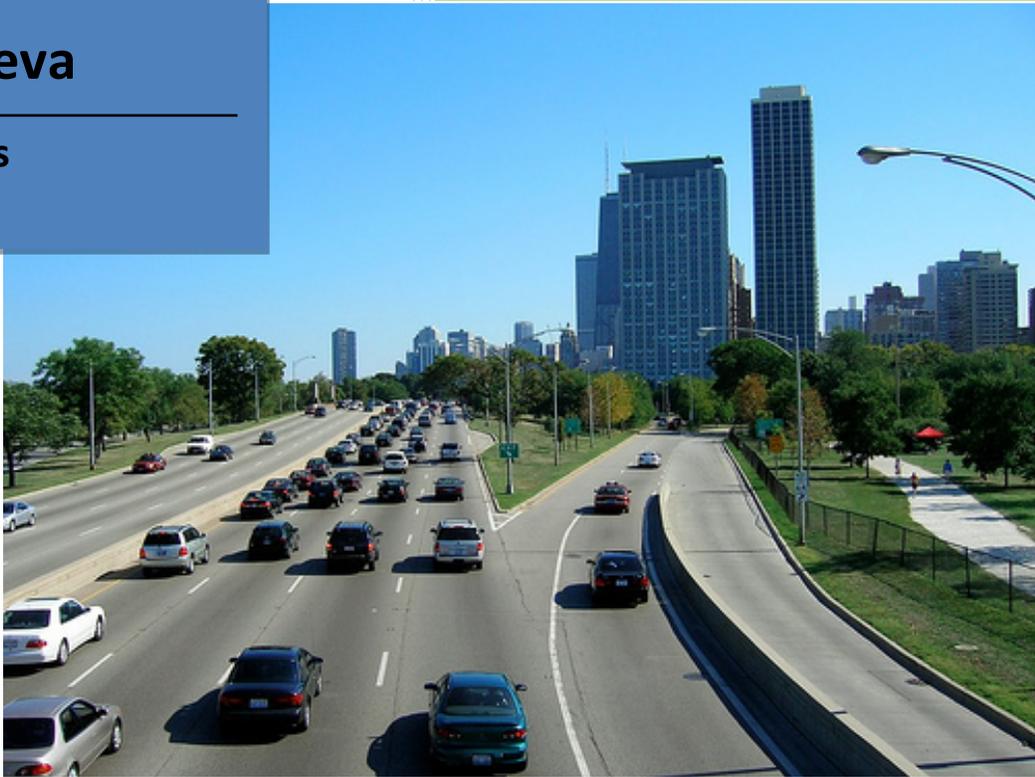
Direct Cost Item	Estimated Quantity	Direct Cost	Total	Grand Total
Vehicle - Owned or Leased	2	\$ 65.00	\$ 130.00	
Traffic Control per Day	1	\$ 2,500.00	\$ 2,500.00	
			Total	\$ 2,630.00

of Vehicle Days 6
 Grand Total this page \$ 13,227
 Grand Total BDE 436 Page \$ 13,227
 Grand Total CECS 13,277.44

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Geneva

Transystems



**Kautz Road
from Longest Drive
to Swenson Avenue**

**Santacruz Land
Acquisitions** 

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

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

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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 Geneva, 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 land acquisition policies and procedures and FWHA policies that effect the certification and funding of your project.

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. Santacruz Land Acquisitions knows delays can impact the project budget, cause scheduling conflicts with potential contractors and affect other economic factors which govern the delivery of the overall infrastructure improvement program for the LPA.

Santacruz Land Acquisitions (“**Santacruz**”) will work with the staff for the LPA and/or TranSystems, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Kautz Road from Longest Drive to Swenson Avenue (the “Project”) to assure that the goals are met.

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.

CRITICAL ISSUE 2: MANAGE THE RIGHT-OF-WAY PROCESS & RISKS

With over twenty-five years working on land acquisition projects, Santacruz Land Acquisitions understands the workload associated with this project and the level of performance the LPA is seeking with this engagement. As such, we have assembled a team of professionals with vast experience in delivering right-of-way services for IDOT, the Tollway and other such agencies on various infrastructure projects.

Equally important as the scheduled letting is the acquisition budget for the 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. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for a successful acquisition of the right-of-way.

Our solution is to compile extensive experience in law, real estate and civil engineering which gives us the ability to recognize issues and resolve them before they create bigger problems. Santacruz has over 25 years of providing right-of-way services including managing land acquisition projects of various sizes.

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. In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

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

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 the 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.

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 shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **seven (7)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$21,000.00.
<u>REVIEW APPRAISALS:</u>	\$8,400.00.
<u>NEGOTIATIONS:</u>	\$21,000.00.

As directed, **Santacruz** 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** shall include **\$600.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$600.00** 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.

In fulfillment of its project management responsibilities, **Santacruz** 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 at a cost not to exceed **\$55,600.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	\$50,400.00
Project Management Services	\$1,000.00
Estimated Direct Billable Expenses	\$4,200.00

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TECHNICAL APPROACH

Santacruz shall provide Right-of-Way Acquisition Services including, but not limited to:

- Project Management
- Appraisals
- Acquisition negotiations and settlements

In addition, as may be required in order to complete the processing of any parcel and subject to the approval in advance by the LPA, **Santacruz** can also provide specialty engineering reports and relocation assistance of displaced property owners. All services shall be performed at the direction of the LPA and 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 agrees to perform the services as set forth herein. **This process has been the roadmap to many successful right-of-way projects. This Road Map will help us help you keep your project on schedule.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz 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.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide **Santacruz** 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 **Santacruz** 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 appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. All appraisal work shall be completed within eight to ten weeks after commencement.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter-offer.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised appraisals. Such requests may 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.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised reviews. Such requests may be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter-offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

Santacruz 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.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** 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** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** 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 and IDOT (as necessary).

Task 7: Project Management

Santacruz Land Acquisitions shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA.

The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments.

The Project Manager shall provide QA/QC oversight for this contract. Santacruz Land Acquisitions has a very strong commitment to QA/QC for all its projects. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz Land Acquisitions meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz Land Acquisitions reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

Condemnation Support

Santacruz understands 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 the event, after making every reasonable effort to contact and negotiate with a property owner,

Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by 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. In addition, 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 for trial appearances or condemnation support 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** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

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EXHIBITS

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

Compensation for Services

Appraisal Services (per parcel)

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

Review Appraisal Services (per parcel)

Review Appraisals	\$1,200.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$1,200.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,000.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,000.00

Witness Services (if applicable)

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 May requires supplemental work order.

BEP CERTIFICATION



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

April 23, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. J. Steve Santacruz
Santacruz Associates, Ltd.,
dba Santacruz Land Acquisitions
222 Northfield Rd., Ste. 201
Northfield, IL 60093

Dear Mr. Santacruz:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Santacruz Associates, Ltd., dba Santacruz Land Acquisitions and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on May 1, 2021. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debra A. Clark'.

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises



Illinois Department of Transportation

Santacruz Associates, Ltd.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

A handwritten signature in cursive script, reading "Ann L. Schneider".

Ann L. Schneider
Acting Secretary
Illinois Department of Transportation

A handwritten signature in cursive script, reading "Carol Lyle".

Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 26th day of July 2011

**JACQUELINE GOMEZ**

DIRECTOR

118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**RICHARD R. BOYKIN
1st DistrictROBERT STEELE
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictJOAN PATRICIA MURPHY
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8th DistrictPETER N. SILVESTRI
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10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictELIZABETH ANN DOODY GORMAN
17th District

December 5, 2014

Mr. J. Steve Santacruz, President
Santacruz Associates, Ltd.
2650 Valor Drive
Glenview, IL 60026

Dear Mr. Santacruz,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

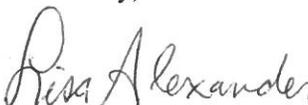
Santacruz Associates, Ltd. is currently certified by the City of Chicago as a **MBE**.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact Lisa Alexander at 312-603-5513.

Sincerely,


Lisa Alexander
Deputy Director



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 03 2019

J. Steve Santacruz
Santacruz Associates, Ltd. dba Santacruz Land Acquisition
222 Northfield Rd., Suite 201
Northfield, IL 60093

Dear Mr. Santacruz:

We are pleased to inform you that **Santacruz Associates, Ltd. dba Santacruz Land Acquisition** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2024**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2020, 1/15/2021, 1/15/2022, and 1/15/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

531390- Consultants, Real Estate (Except Appraisers), Offices

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/fn



February 26, 2020

Certification Term Expires: February 26, 2021

J. Steve Santacruz
Santacruz Associates, Ltd. DBA Santacruz Land Acquisitions
Suite 201
Suite 206
Northfield, IL 60093

Re: Minority Business Enterprise (MBE)

Dear J. Steve Santacruz:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 95883: REAL ESTATE MANAGEMENT SERVICES, INCLUDING LISTING, SALES AND BROKER SERVICES

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager
Business Enterprise Program

TEAM RESUMES

Javier Steve Santacruz

Mr. Santacruz has spent his career as a real estate professional working as a controller for VMS Realty Partners and general counsel of Continental Offices. He has extensive experience in lease negotiation, property management, debt restructuring, acquisitions/dispositions and the development of real estate investment vehicles.

For the past twenty years, Mr. Santacruz has been providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Representative project experience includes:

- O'Hare Modernization Program, O'Hare Airport expansion for the City of Chicago – Right-of-Way Agent. Completed the acquisition or referral for condemnation of over 300 parcels in a seven month period. Coordinated the acquisition process with relocation agents assigned to provide relocation benefits to displaced property owners under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Engaged to provide negotiation/acquisition and appraisal services for 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Grand Avenue Grade Separation, Grand Avenue Railroad Relocation Authority, Franklin Park, Illinois – Right-of-way Agent. Provided negotiation services and facilitated acquisition of over eighty parcels of right-of-way necessary to complete a rail-road grade separation along Grand Avenue in Franklin Park involving the Soo Line Railroad, CP Rail Systems, Wisconsin Central and Indiana Harbor Belt Railroad.
- I57 and I294 Interchange, Illinois State Toll Highway Authority – Right-of-Way Agent. Engaged to provide a combination of negotiation/acquisition and appraisal services for over one hundred parcels for the construction of an interchange connecting two major interstates.

Role:

*President/
Right of Way Consultant*

Years of Experience: 25+

Education:

*Juris Doctorate
DePaul University Law, 2015
B. S. in Accounting
DePaul University, 1983*

Professional Credentials:

*International Right
of Way Association*

Jonathan Abplanalp

Mr. Abplanalp is in his eighth year providing right-of-way services for a variety of governmental agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Abplanalp worked for Santacruz Land Acquisitions as a Right of Way Administrative Assistant. Representative project experience includes:

- Weiland Road in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 48 parcels over a two mile corridor. Project involved several relocations of residences.
- IL 31 in Carpentersville, Illinois, Village of Carpentersville – Right- of-way Agent. Assisted in negotiation of 40 parcels for major intersection reconfiguration. Project involved two relocations of businesses.
- Ohio Street at BNSF Railway Crossing in Aurora for City of Aurora – Right-of-Way Agent. Engaged to provide negotiation/acquisition services for 14 parcels. Project involved a grade separation of railroad from the roadway.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Lake Cook Road in Lake County & Cook County, IL – Right-of-way Agent. Assisted in negotiation and facilitated acquisition of 48 parcels of right-of-way for major reconstruction of Lake Cook Road. Parcels were acquired on behalf of Lake County, Cook County, and the Illinois Department of Transportation.
- IL 72 at Big Timber Road in Kane County for Illinois Department of Transportation – Right-of-way Agent. Provided negotiation services and facilitated acquisition of eight parcels of right-of-way necessary for the reconstruction of intersection of IL 72 and Big Timber Road.
- Plum Grove Road in Schaumburg, IL for Village of Schaumburg – Right-of-way Agent. Provided negotiation services and facilitated acquisition of 25 parcels of right-of-way necessary to reconstruct 2 sections of Plum Grove Road. One section included the installation of a roundabout.
- National Parkway in Schaumburg, IL for Village of Schaumburg – Right-of-way Agent. Provided negotiation services and facilitated acquisition of 17 parcels of right-of-way necessary to reconstruct National/State Parkway. Project consisted of reduced traffic lanes and the addition of a bike lane.

Role:

*Vice-President/
Right of Way Consultant*

Years of Experience: 8+

Education:

*B. S. in Architectural Studies
University of Illinois, 2011*

Professional Credentials:

*International Right
of Way Association*

Tommy Ball

Mr. Ball has two years of experience providing right-of-way services to government agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Mr. Ball is a licensed Attorney and earned his RWA designation from the International Right of Way Association. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Ball has a range of experience in the infrastructure industry, having served as a clerk for the Federal Maritime Commission. Mr. Ball has presented on Right-of-Way negotiations for the IRWA's young professional section. Representative experience includes:

- Gilmer Road and Midlothian Road in Mundelein, IL, Lake County- Right-of-Way Agent. Negotiated 18 parcels as part of the intersection improvement project. Parcels included residential and commercial properties.
- Wolf Road Improvement Project in Wheeling, IL, IDOT. – Right-of Way-Agent. Negotiated 17 parcels on behalf of the Illinois Department of Transportation, including some where the property owner's primary language was Spanish.
- Old Orchard Road in Skokie, IL, Cook County – Right-of-Way Agent. Negotiated 3 parcels for the improvement of the I-94 ramp at Old Orchard Road.
- US 20 in Marengo, IL, Illinois, IDOT – Right-of-Way Agent. Negotiated 13 parcels as part of IDOT's improvement project along the corridor. Work required clearing title on cross access agreements.
- Annie Glidden Road in DeKalb, IL, City of DeKalb – Right of Way Agent. Negotiated 2 farm parcels and completed the negotiations and submitted the paperwork within the 6 weeks between the assignment date and the letting date.
- Gary Avenue Multi-Use Path in Carol Stream and Bloomington IL, DuPage County. Right of Way Agent. Negotiated 7 parcels as part of a project to build a bike path along Gary Avenue in DuPage County.
- 14th Street in Waukegan and North Chicago, IL, Lake County – Negotiator in Training and paralegal. Assisted in the negotiation of 20 parcels, including performing meetings with both English and Spanish speaking Property Owners.

Role:

Right of Way Consultant

Years of Experience: 2+

Education:

*Juris Doctorate
Georgetown University Law
Center, 2015
B.A. magna cum laude
Mathematics
Wabash College, 2012*

Professional Credentials:

*International Right of Way
Association –
Right of Way Agent
Licensed to Practice Law (IL)*

Languages:

Spanish

REFERENCES

Sheila Derka

Illinois Department of Transportation
Land Acquisition Chief
201 Center Court
Schaumburg, IL 60196-1096
847-705-4291
Sheila.Derka@illinois.gov

Al Giertych

Lake County Division of Highways
Assistant County Engineer
600 West Winchester Road
Libertyville, IL 60048-1381
847-377-7410
agiertych@lakecountyil.gov

Michael Woodward

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800 x3950
mwoodward@getipass.com

Tara Orbon

Cook County Department of Transportation and Highways
69 W. Washington Street
23rd Floor
Chicago, IL 60602
312-603-1745
Tara.Orbon@cookcountyil.gov

Javi Santacruz

From: Powers, Tom <tjp@vniles.com>
Sent: Monday, November 25, 2019 8:34 AM
To: Javi Santacruz
Cc: Jonathan Abplanalp; Tommy Ball; 'Stephen Sugg (ssugg@cbbel.com)'; Rado II, Robert; Braun, Fred; 'Michael Kerr'
Subject: RE: Project Certification : Niles : Howard St. : R-55-001-97 : 13-00116-00-TL

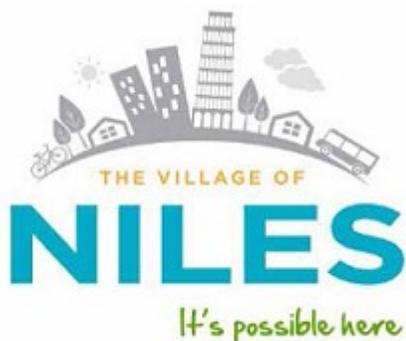
Dear CBBEL and Santa Cruz Teams,

I want to offer the heartfelt thanks of the Village of Niles for making this happen. When we awarded the design contract we knew that meeting this schedule was a big ask and was the result of a situation that none of us created.

You all rose to the occasion and the Village is very thankful for the effort provided. Truly an accomplishment.

Thank you,

Thomas Powers, PE
Village Engineer
Department of Public Works
6849 Touhy Avenue
Niles, IL 60714-3174
847-588-7900
847-588-7950 fax
tjp@vniles.com



**TranSystems**

1475 E. Woodfield Road
Suite 600
Schaumburg, IL 60173
Tel 847-605-9600
Fax 847-605-9610

www.transystems.com

October 16, 2014

Mr. Steve Santacruz
2650 Valor Drive
Glenview, IL 60026

Reference: Washington Street
11-00121-11-BR
Lake County, IL

Dear Mr. Santacruz:

I would like to commend you for your efforts in ensuring that the Washington Street Underpass project could remain on the November 2014 letting. Your close coordination with Lake County Division of Transportation, Wisconsin Central Railroad, and Illinois Department of Transportation did not go unrecognized and is truly appreciated.

Very truly yours,

TranSystems Corporation

A handwritten signature in blue ink that reads "Todd S. Bright".

Todd S. Bright, PE
Vice President



Paula J. Trigg, P.E.
Director of Transportation/County Engineer

600 West Winchester Road
Libertyville, Illinois 60048-1381
Phone (847) 377-7400
Fax (847) 984-5888

July 18, 2013

Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Dear Mr. Santacruz,

Let me take this opportunity to express our appreciation to you for the land acquisition services that your firm recently completed on our behalf for the Washington Street improvement in the Villages of Round Lake and Round Lake Park.

This project presented a number of challenges, not the least of which was to complete a total of 86 separate property acquisitions while following a very aggressive project schedule. You consistently demonstrated the ability to identify and solve issues without delay and to communicate effectively with all parties. Most importantly, our residents were treated fairly and honestly by you throughout the negotiation process. Your approach produced the needed results and was key to meeting our project objectives.

Thank you once again for representing our agency in such a professional and competent manner and for helping us to serve the best interests of the people of Lake County.

Sincerely,

A handwritten signature in black ink that reads "Paula J. Trigg".

Paula J. Trigg, P.E.
Director of Transportation/County Engineer

July 19, 2013

Mr. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Re: Land Acquisition Services
Washington Street Reconstruction
Lake County Division of Transportation

Dear Steve:

We appreciate your service and dedication that contributed towards the successful outcome of the design process and achievement of the target letting for the Washington Street Reconstruction in Lake County. This project involved the acquisition of 86 parcels, and your work and perseverance allowed us to have the parcels certified in time for the County's targeted IDOT letting. Your close coordination with our designers and appraisers also ensured that all commitments were followed through, whether they were design or compensation related. This was a challenging project that involved close coordination with Lake County, IDOT and local municipalities. Santacruz Land Acquisitions expertise was a key element to the success of this project.

Very truly yours,



Jonathan R. Vana, P.E.
Director of Design Services
Civiltech Engineering, Inc.



July 18, 2013

Mr. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Re: Illinois Route 47 at Waubensee Drive Intersection Safety Improvement Project

Dear Mr. Santacruz:

The purpose of this letter is to express my thank you to Santacruz Land Acquisitions and your excellent right-of-way land acquisition services on our recent Illinois Route 47 at Waubensee Drive safety improvement project for Waubensee Community College. Over the past few years, several fatalities have occurred at the subject intersection, and Waubensee Community College was eager to complete the construction of this project during the 2013 season. With only two months to complete the appraisals and negotiations and acquire the land for three parcels, you were able to successfully perform this work, and we met the June letting date that was sought by the College.

In addition, we continue to appreciate the hard work on the ongoing Washington Street reconstruction project for the Lake County Division of Transportation. Of the 60+ parcels to be acquired, you have successfully negotiated with several parties who were contentious from the beginning of the project, and have helped move this project forward.

We look forward to future successful projects working together with Santacruz Land Acquisitions.

Sincerely,

PATRICK ENGINEERING INC.

A handwritten signature in black ink, appearing to read "J. Heim".

John A. Heim, P.E., PTOE
Project Manager



July 19, 2013

Mr. J. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, Illinois 60026

Dear Steve:

Baxter & Woodman, Inc. would like to thank you and express our satisfaction with the quality of work performed by your firm. The members of the Santacruz team are knowledgeable in right of way land acquisition services and have consistently completed assignments on time and within our established budgets.

Baxter & Woodman and Santacruz have teamed together on numerous projects over the past five years. I would particularly like to thank you for your hard work and commitment in performing Appraisal and Negotiation services on our most recent Village of Glenview: Illinois Route 43 (Waukegan Road) project. While working within a very tight project schedule and also with many complicated issues on numerous properties, we were able to obtain right of way certification and project approvals on schedule, allowing us to meet the Village's expected project letting date. Your problem solving abilities, and also your firm's knowledge of and experience with the IDOT right of way process were invaluable on the project.

We look forward to working together with you soon.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads "John V. Ambrose". The signature is written in a cursive, flowing style.

John V. Ambrose, PE
Vice President

JVA:df

Route	Kautz Road
Local Agency	City of St Charles, City of Geneva
Section	19-00117-00-PV
Type of Funding	Local (Anticipated)

**FINAL ENGINEERING
FOR
KAUTZ ROAD WIDENING AND RECONSTRUCTION – LONGEST DRIVE TO SWENSON AVE.**

CITY OF ST CHARLES & CITY OF GENEVA

SCOPE OF SERVICES

The City of Geneva and City of St Charles has initiated a project requiring professional engineering services by Transystems with WBK Engineering LLC as a subconsultant (WBK) for the performance of Final Engineering for the widening and reconstruction of Kautz Road from Longest Drive to Swenson Avenue.

UNDERSTANDING OF THE PROJECT

Existing Roadway. Kautz Road is an urban two-way major collector road running along the county line of unincorporated Kane County and DuPage County in a north-south direction. Kautz Road extends between IL 38 to the south and Illinois Route 64 (IL 64) to the north. North of IL 64, Kautz Road becomes Smith Road, which eventually combines with Powis Road and continues north until ending at its intersection with Stearns Road in Bartlett, Illinois. Kautz Road generally consists of three lanes, with the exception of a segment of two-lane roadway approximately 0.6 miles in length within project limits. The existing posted speed limit is 40 mph. Kautz Road is a Designated Class II Truck Route starting at IL 38 and continuing north to Geneva Drive, and from IL 64 and continuing south to Toni Street. The section between Geneva Drive and Toni Street is not a designated truck route and is therefore restricted to truck traffic. Maintenance responsibility and jurisdiction of the road is divided at the municipal boundary, with the City of Geneva to the south, and the City of St. Charles to the north. There is no State Route involvement anticipated in this project, as the nearby IL 38 intersection was recently improved and not part of the current project. See Exhibit 2 – Roadway Classification Map. The Union Pacific (UP) Railroad runs along the east side of the roadway in the space between Kautz Road and the DuPage County Regional Airport and Prairie Landing Golf Club. There is one at-grade railroad crossing located just south of Geneva Drive within the study limits. It is a radial spur from the UP Railroad line that leads to a refrigerated distribution facility on the west side of Kautz Road. While this spur is part of the overall UP Railroad system network, the crossing is privately owned and maintained by the property owner that it serves. This spur is used for loading and unloading at the facility, with only one or two trains crossing per month on average. There is one additional railroad crossing along Kautz Road, but it is located north of the study limits, just north of Stern Avenue.

The proposed project includes pavement reconstruction, widening to include a two-way left-turn lane (TWLTL), construction of curbs and gutters, relocating impacted utilities including light poles, and completing the existing gap between the two MUP sections to improve pedestrian and bicycle facilities.

Summary. The *Scope of Services* for the final engineering involves preparation of plans, specifications, estimates of cost, bid documents, and permits for construction of the proposed improvements. WBK's scope of services include; supplemental survey, verification of right of way, preparation of plats and legals, preparation of plat of survey, and drainage design.

1. SUPPLEMENTAL SURVEY

- 1.1 **Supplemental Surveys.** The work-hour estimate assumes a limited topographic survey will be required to assess any additional or changed site conditions after completing the preliminary design.
- A. Re-establish vertical and horizontal control points for supplemental surveys and for reference on Alignment, Ties and Benchmark plan sheet to be included in the plans set.
 - B. The supplemental survey data will be downloaded and reviewed for completeness.
 - C. The existing conditions base drawings and digital terrain model will be revised.

2. VERIFICATION OF RIGHT OF WAY

- 2.1 This task includes performing necessary courthouse research that will include all the plats, deeds, and right of way documents for each parcel within the project limits and adjoining the project. Title commitments will be used to assist with the research of these documents.
- 2.2 Monument reconnaissance will be performed in the field to find the physical monumentation to determine the existing right of way of Kautz Road and all secondary streets within the project limits.

3. PREPARATION OF PLAT OF HIGHWAYS AND LEGAL DESCRIPTIONS FOR ACQUISITIONS

- 3.1 This task includes meetings to coordinate easements and acquisitions.
- 3.2 A plat of highways for the Kautz Road Improvements will be prepared in the standard format of IDOT. We understand that up to thirteen (13) parcels within the project limits will be affected by the roadway improvements as shown on page 68 of the draft PDR. We have included up to sixteen (16) right of way/easement parcels as part of this task. The plat of highways will be reviewed and signed by a licensed Professional Land Surveyor in the State of Illinois.
- 3.3 We will use the Plat of Highways to create legal descriptions for up to sixteen (16) right of way/easement parcels. The legal descriptions will be written and reviewed by a licensed Illinois Professional Land Surveyor.
- 3.4 We assume addressing up to two sets of review comments from the Cities involved.
- 3.5 Up to 14 title commitments will be ordered to assist in the determination of the existing right of way and existing easements. We have assumed cost of \$600 for each title commitment.

4. DRAINAGE DESIGN

- 4.1. This task includes finalizing storm sewer design from the Phase I task including checking hydrologic and hydraulic calculations for the laterals as well as the trunk line storm sewer, and making any changes to the systems since the Phase I design.

- 4.2. Inlet spacing calculations will be verified to check pavement encroachment for the design 10- year event.
- 4.3. WBK will finalize the design and hydraulic capacity of the drainage swales and ditches for the project.
- 4.4. This task also includes preparation of summary tables which indicate type, size, frame and grate, inverts and rims of structures, and pipe sizes, slopes, and inverts.
- 4.5. The design of the detention basin and BMP's will be finalized, checking volumes and slopes.
- 4.6. A design report will be prepared summarizing the hydraulic calculations for the proposed storm sewer, methodology, and assumptions. This report will be submitted to the Airport Authority for review and approval for connection to their storm sewer system. We assume these hydraulic calculations will be delivered to Transystems to be included in the City Stormwater Permit for the project.

5. ROADWAY PLANS- DRAINAGE DESIGN

We anticipate the plans will be developed and submitted to IDOT as two (2) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-five percent (95%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. This final submittal will include final quantity calculations, and special provisions.

5.1 **WBK Prepare the Drainage Plans.** WBK will prepare the civil drainage plan and profiles based on the limits of improvements depicted on the Phase I documents. WBK's plans will consist of the following drawings:

- A. Drainage and Utilities Plan and Profile 6 Sheets
- B. Detention Basin Grading Plan 1 Sheet

- 5.2 Drainage details will be coordinated for any special structures (special inlets, restrictor manhole).
- 5.3 The ditches and swales in the final cross sections will be checked for correct geometric design to confirm capacity.
- 5.4 The work will include preparation of a grading plan depicting the proposed detention/ BMP basin located between stations 1148+00 and Station 1153+00.
- 5.5 We anticipate one update to the plan sheets based on culmination of comments from the City of Geneva, the City of St Charles, and any regulatory agency.

6. QUANTITY CALCULATIONS

- 6.1 Quantity calculations will be prepared and conform to the requirements of Section 11-5 of the BLRS Manual and the BDE Manual, Chapter 64.
- 6.2 WBK will prepare quantity computations for each submittal stage (90% & 100%) of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel.

The Standard Specifications for Road and Bridge Construction, Supplemental Specifications and the Recurring Special Provisions will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the IDOT Coded Pay Items on the IDOT website.

- 6.3 Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer

7. PROJECT SPECIFICATIONS

- 7.1 WBK will prepare contract specifications and special provisions related to drainage items for each submittal stage of the project. The IDOT Standard Specifications and Supplemental Specifications are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions* or *Guide Bridge Special Provisions*, a project specific Special Provision will be written by WBK for drainage related items. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and the *BDE Manual, Chapter 66*.

- 7.2 The work under this task includes time associated with preparing specifications documents, coordination of printing and distribution of specifications to Transystems.

8. PROJECT ADMINISTRATION & MEETINGS

The successful management of a project requires scheduling and reporting of the progress of the project. Work will include the following task:

- 8.1 **Task Management.** WBK will manage tasks associated with work reviews, budget adherence, manpower, internal project meetings, contract administration and invoicing
- 8.2 **Monthly Reports.** WBK will prepare and submit monthly progress reports during months when engineering activities occur, and invoices are due (Assume 18).

- 8.3 **Internal Reviews.** WBK will perform reviews of all design elements associated with the project.

- 8.4 **Meetings:** WBK Anticipates the following meetings with one person attending per meeting with each meeting lasting approximately one hour.
 - A. Progress Meetings (Assume 5)
 - B. Coordination Meetings (Assume 3)

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope and would be considered as additional services if required by Transystems or any other agency for the completion of this project.

- A. Analysis of offsite drainage systems

- B. Structural design of any drainage structures

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Phase II drainage
Kautz Road Phase II

Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structure

Description		Engineer VI	Engineer II	Engineer I	Technician III	Sub-Consultant Costs	In House Direct Costs
1	Supplemental Survey						
	1.1 Re-establish vertical and horizontal control points				7		
	1.2 Pickup survey				14	\$ 652.91	
	1.3 Update base drawings				7		
	SUB-TOTAL				28.0	\$ 652.91	\$ 58.65
	PERCENT				100%		
2	Right of way Verification						
	2.1 Courthouse Research						
	2.2 Establish Existing ROW (monuments reconnaissance)				25	\$ 2,937.60	
	SUB-TOTAL				25.0	\$ 2,937.60	\$ -
	PERCENT				100%		
3	Plat of Highways/ Legal Descriptions						
	3.1 Meetings					\$ 408.00	
	3.2 Plats of highways					\$ 12,185.60	
	3.3 Legal Descriptions					\$ 4,569.60	
	3.4 Comments/Resubmittal					\$ 1,142.40	
	SUB-TOTAL					\$ 18,305.60	\$ 5,712.00
	PERCENT						
4	Drainage Design						
	4.1 Storm sewer design						
	4.1.1 Segment A			10			
	4.1.2 Segment B	1		10			
	4.1.3 Segment C	1		11			
	4.2 Inlet Spacing Calculations	3	5				
	4.3 Design of Ditch/swales	2	7				
	4.4 Tables	3		10.5			
	4.5 Detention Pond Design	1	5				
	4.6 Report	3	8				
	SUB-TOTAL	14.0	25.0	41.5		\$ -	\$ 4.98
	PERCENT	17%	31%	52%			
5	Drainage Plans						
	5.1 Drainage Plan and Profiles						
	5 sheets	10	10		51		
	5.2 Drainage Details	2	5		11		
	5.3 Checking x sections	3		4			
	5.4 Pond Grading Plan	2		4	5		
	5.5 Update to plans based on comments from Transsystems/stcharles/Geneva	7	14		16		
	SUB-TOTAL	24.0	29.0	8.0	83.0	\$ -	\$ 164.04
	PERCENT	17%	20%	6%	58%		
6	Summary of Quantity						
	6.1 Summary of Quantities (90%)			7			
	6.2 Summary of Quantities (100%)			5			
	SUB-TOTAL	2.0		12.0		\$ -	\$ 2.10
	PERCENT	14%		86%			

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Phase II drainage
Kautz Road Phase II

Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structu

Description		Engineer VI	Engineer II	Engineer I	Technician III	Sub-Consultant Costs	In House Direct Costs
7	Project Specifications						
	7.1 Project Specifications (90%)	1		2			
	7.2 Project Specifications (100%)	1		1			
SUB-TOTAL		5.0	2.0	3.0		\$ -	\$ 1.05
PERCENT			40%	60%			
8	Project Administration						
	9.1 Project management/Project coordination/ billing						
	9.1.1 Task Management	3					
	9.1.2 Monthly Reports	6					
	9.1.3 Internal Reviews	3					
	9.2 Meetings						
	9.2.1 Progress (5 meetings-1 person @1 hr/ ea.)	4					
	9.2.2 Coordination (3 meetings- 1 person @ 1 hr/ea)	2					
SUB-TOTAL		18.0	18.0			\$ -	\$ -
PERCENT			100%				
TOTALS		314.5	60.0	54.0	64.5	\$ 21,896.11	\$ 5,942.82
PERCENT			19%	17%	43%		

**Phase II drainage
Kautz Road Phase II
Geneva**

Route 0
Local Agency Transsystems
Section 0
Project 0
Job No. 0
Existing Structure No. 0

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specified Rate (0.37 + R) DL
- Lump Sum

*Firm's **approved rates** on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate (OH) 157.74 %
Complexity Factor (R) 0.000
Calendar Days 0

Date: 9/14/2020

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Supplemental Survey						\$ 652.91	\$ 58.65	\$8.50	\$720.06
	Technician III	28.0	\$36.60	\$1,024.80	\$1,616.52			\$382.99	\$3,024.31
2 Right of way Verification						\$ 2,937.60	\$ -	\$0.00	\$2,937.60
	Technician III	25.0	\$36.60	\$915.00	\$1,443.32			\$341.96	\$2,700.28
3 Plat of Highways/ Legal Descriptions						\$ 18,305.60	\$ 5,712.00	\$828.24	\$24,845.84
4 Drainage Design						\$ -	\$ 4.98	\$0.72	\$5.70
	Engineer VI	14.0	\$78.63	\$1,100.82	\$1,736.43			\$411.40	\$3,248.65
	Engineer II	25.0	\$33.00	\$825.00	\$1,301.36			\$308.32	\$2,434.68
	Engineer I	41.5	\$27.19	\$1,128.39	\$1,779.91			\$421.70	\$3,330.00
5 Drainage Plans						\$ -	\$ 164.04	\$23.79	\$187.83
	Engineer VI	24.0	\$78.63	\$1,887.12	\$2,976.74			\$705.26	\$5,569.12
	Engineer II	29.0	\$33.00	\$957.00	\$1,509.57			\$357.65	\$2,824.22
	Engineer I	8.0	\$27.19	\$217.52	\$343.12			\$81.29	\$641.93
	Technician III	83.0	\$36.60	\$3,037.80	\$4,791.83			\$1,135.30	\$8,964.93
6 Summary of Quantity						\$ -	\$ 2.10	\$0.30	\$2.40
	Engineer VI	2.0	\$78.63	\$157.26	\$248.06			\$58.77	\$464.09
	Engineer I	12.0	\$27.19	\$326.28	\$514.67			\$121.94	\$962.89
7 Project Specifications						\$ -	\$ 1.05	\$0.15	\$1.20
	Engineer VI	2.0	\$78.63	\$157.26	\$248.06			\$58.77	\$464.09
	Engineer I	3.0	\$27.19	\$81.57	\$128.67			\$30.48	\$240.72
8 Project Administration						\$ -	\$ -	\$0.00	\$0.00
	Engineer VI	18.0	\$78.63	\$1,415.34	\$2,232.56			\$528.95	\$4,176.85
	Engineer I	0.0	\$27.19	\$0.00	\$0.00			\$0.00	\$0.00
9 0						\$ -	\$ -	\$0.00	\$0.00
	Engineer VI	0.0	\$78.63	\$0.00	\$0.00			\$0.00	\$0.00
Totals		314.5		\$ 13,231.16	\$ 20,870.82	\$ 21,896.11	\$ 5,942.82	\$ 5,806.48	\$ 67,747.38

Phase II drainage

In-House Direct Costs (IHDC)

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **WBK Engineering, LLC**

			TASK 1		TASK 2		TASK 3	
			Supplemental Survey		Right of way Verification		Plat of Highways/ Legal Descriptions	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575	102	\$58.65		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00	1	\$5,712.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$58.65		\$0.00		\$5,712.00

Phase II drainage

In-House Direct Costs (IHDC)

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **WBK Engineering, LLC**

			TASK 4		TASK 5		TASK 6	
			Drainage Design		Drainage Plans		Summary of Quantity	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00	68	\$68.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575		\$0.00	43	\$24.73		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66	3	\$1.98	31	\$20.46		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00	34	\$6.80		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15	20	\$3.00	27	\$4.05	14	\$2.10
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00	1	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$4.98		\$164.04		\$2.10

Phase II drainage

In-House Direct Costs (IHDC)

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **WBK Engineering, LLC**

			TASK 7		TASK 8		TASK 9	
			Project Specifications		Project Administration		0	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15	7	\$1.05		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$1.05		\$0.00		\$0.00

Municipality City of Geneva	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Name TranSystems Corporation
Township Geneva				Address 1475 E Woodfield Road Suite 600
County Kane County		Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds		City Schaumburg
Section 19-00117-00-PV				State IL

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

Section Description

Name Kautz Road

Route FAU 2286 Length 0.85 Mi. 4,485.00 FT (Structure No. N/A)

Termini STA 1116+50 north to the Municipal Boundary of Geneva

Description:

Phase II Engineering Services to provide plans, specifications, and estimates (PS&E) for the reconstruction and widening of the Kautz Road corridor as defined by the associated Phase I Project Development Report.

Agreement Provisions

The Engineer Agrees,

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

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

The LPA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

The Total Not-to-Exceed Contract Amount shall be \$405,498.00

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LPA shall reimburse the ENGINEER for the ENGINEER's actual costs plus 0 percent incurred up to the time the ENGINEER is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of the LPA AGREES.
5. That, should the LPA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of the ENGINEER AGREES, ~~after they have been approved by the DEPARTMENT~~, the LPA will pay the ENGINEER for such changes on the basis of actual cost plus * percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of the LPA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LPA:

City of Geneva of the
(Municipality/Township/County)

ATTEST:

By Roger Dods Kosen, My Jeanne Fornari
Deputy City Clerk

State of Illinois, acting by and through its
Stephane

By Stephanie K. Dawkins
Title City Administrator



Executed by the ENGINEER:

TranSystems Corporation
Engineering Firm
1475 East Woodfield Road, Suite 600
Street Address
Schaumburg, IL 60173
City, State, Zip

ATTEST:

By _____
Title _____

By Brian [Signature]
Title Sr. Vice President

Note: Three (3) Original Executed Contracts – (2) City of Geneva; (1) Consultant

**SCOPE OF WORK NARRATIVE
AND ESTIMATE OF EFFORT**

TranSystems
SCOPE OF WORK

Kautz Road Reconstruction and Widening Project
Phase II Design Engineering Services
Cities of Geneva and St. Charles

September 17, 2020

This document presents the anticipated scope of work and expected level of effort associated with completion of Phase II Design Engineering Services based on our understanding of the project as determined to date during the Phase I planning and studies. TranSystems' scope of work for Phase II includes preparation of plans, specifications, and estimates (PS&E), utility coordination, permit processing, preparation of funding applications, quality assurance and quality control (QA/QC), meetings, coordination, administration, and project management. PS&E documents will be prepared in accordance with the federal requirements as defined by the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual, as needed to remain eligible for the Surface Transportation Program-Local (STP-L) funding received to date, as well as any additional funding sources that may be added in the future.

The project team includes the same team as was selected for Phase I, and also adds two more subconsultants with the specialty expertise needed to perform geotechnical investigations (Rubino) and appraisals and negotiations (Santacruz). TranSystems will continue to serve as the lead consulting firm. The full list of subconsultants providing specialty and/or support services is as follows:

- Huff & Huff, Inc. (H&H)
- Kaskaskia Engineering Group, LLC (KEG) – *DBE Firm*
- Rubino Engineering, Inc. (Rubino) – *DBE Firm*
- Santacruz Land Acquisitions (Santacruz) – *DBE Firm*
- WBK Engineering, LLC (WBK)

The Cities of Geneva and St. Charles will continue to serve as dual lead agencies for this project internal to the project team. Externally, only one lead agency can be recognized by IDOT and this will continue to be Geneva. Close coordination will also occur with IDOT and the Federal Highway Administration (FHWA) given that federal funding is anticipated to be used for construction of this project. Coordination will also be required with Kane County, the DuPage Airport, the Union Pacific Railroad, local residents, commercial properties, business associations and other developers, business owners and other governmental agencies as necessary. The following tasks are included in TranSystems' portion of the proposed work:

1.0 Pick-Up Survey and Right-of-Way Verification (8 hours)

Refer to scope of work provided by WBK for details. Additional hours are included for TranSystems to provide coordination and oversight.

2.0 Plats & Legals (4 hours)

Refer to scope of work provided by WBK for details. Additional hours are included for TranSystems to provide coordination and oversight.

3.0 Land Acquisition Services (8 hours)

Refer to scope of work provided by Santacruz for details. Additional hours are included for TranSystems to provide coordination and oversight.

4.0 Geotechnical Investigations (16 hours)

Refer to scope of work provided by Rubino for details. Additional hours are included for TranSystems to provide coordination and oversight, and incorporate the results of the investigations into the PS&E documents.

5.0 Special Waste and CCDD (8 hours)

Refer to scope of work provided by H&H for details. Additional hours are included for TranSystems to provide coordination and oversight.

6.0 Utility Coordination (56 hours)

TranSystems will coordinate with any utility companies located within project limits. Potential utility conflicts will be identified using information provided by the utility companies, and any additional readily available mapping, atlases, or GIS data. TranSystems will examine and recommend areas for relocations of utilities in conflict and opportunities to protect utilities to remain in place.

7.0 Permit Processing (88 hours)

TranSystems will provide and coordinate permits and agreements, prepare revisions, and submit for approvals from the following permitting agencies. Staff will attend meetings as needed to facilitate permit coordination. We anticipate three (3) permit agency coordination meetings will be needed to obtain approvals.

- Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) storm water permit: TranSystems will prepare and submit the Notice of Intent (NOI) form and a Storm Water Pollution Prevention Plan (SWPPP) to IEPA a minimum of 30 days prior to the start of construction activities. Permit fees are to be paid for by the Cities. **(56 hours)**
- Kane County Storm Water Management Permit: TranSystems will submit the permit application to Kane County for the required Storm Water Management Permit. **(24 hours)**
- Union Pacific Railroad (UPRR) Coordination: It is anticipated that the project will propose an omission across the at-grade crossing with a minimum 25-foot setback on each side, eliminating the need for reviews, approvals, agreements, flaggers, a right-of-entry permit, and railroad protective liability insurance. A nominal amount of coordination with the UPRR has been included, up to 8 hours. Any additional meetings or coordination, or any the exclusions listed herein, would require a supplemental agreement. **(8 hours)**

8.0 Funding Applications (72 hours)

TranSystems will prepare and submit funding applications for the following upcoming funding programs:

- Surface Transportation Program-Shared (STP-Shared)
- Truck Access Route Program (TARP)
- Congestion Mitigation and Air Quality Improvement Program / Transportation Alternatives Program Locally Programmed (CMAQ / TAP-L)

9.0 Roadway PS&E (1,496 hours)

All plans for the project will be prepared using English units. Plans will be prepared in accordance with the IDOT BLRS Manual, along with any applicable City and County standards and guidelines. The scope of work includes the preparation of one set of civil roadway plans, specifications, and estimates (PS&E) for the Reconstruction and Widening of Kautz Road, from north of Longest Drive to south of Commerce Drive (1.2 miles in length). The additional sidewalk installation recommended in the Phase I PDR north of Commerce Drive is not included in this scope, as it is assumed this will be constructed by the City of St. Charles separate from this project. Only one set of cross-sections will be prepared, depicting the improvements in their final configuration and will not be broken out by stage. Earthwork quantities will be reflective of the project as a whole and will not be broken out by stage. Details of TranSystems' scope of work include the following:

A. Roadway Plan Sheets (1,432 hours – see attached breakdown for details)

Preparation of preliminary contract plans is defined as approximately 50-percent completion, to be submitted to the Cities as a check set. Official submittals will then be made concurrently to both Cities and IDOT at the Pre-Final and Final milestones. Pre-Final is defined as approximately 95-percent completion, and Final is at 100-percent completion. It is anticipated that the contract plans will consist of the following sheets:

- Cover Sheet
- Index of Sheets, Highway Standards
- General Notes
- Summary of Quantities
- Schedules of Quantities
- Typical Sections (Existing and Proposed)
- Alignment, Ties, and Benchmarks
- Removal Plans
- Plan and Profiles
- Suggested Traffic Control Plans
- Detour Plan
- Traffic Control Details
- Landscaping and Erosion and Sediment Control (ESC) Plans
- Drainage and Utility Plans – *Prepared by WBK*
- Detention Grading Plans – *Prepared by WBK*
- Plat of Highways – *Prepared by WBK*
- Intersection Paving and Elevation Plans
- Pavement Marking and Signing Plans
- Roadway Lighting Plans
- City and IDOT D1 Details
- Project Specific Details
- Cross Sections – *Prepared by KEG*

B. Specifications (40 hours)

Project specifications will be developed at the Pre-Final (95%) and Final (100%) submittals. This will include utilizing standard special provisions and checklists from IDOT as well as combining additional specifications from the Cities and Kane County to insure that the project is constructed to all applicable agency criteria.

C. Estimates (24 hours)

- Estimate of Time
- Engineer's Opinion of Probable Construction Costs

10.0 Quality Assurance and Quality Control (72 hours)

QA/QC will include the preparation and implementation of a Quality Management Plan (QMP). TranSystems will conduct in-house independent quality reviews for QA/QC to review design calculations, drawings, plan sheets, details, quantities, reports, specifications, estimates, and other work prepared for the project. QA/QC reviews will occur prior to each of the two previously defined milestone submittals.

11.0 Meetings and Coordination (142 hours)

This task includes attendance at meetings and coordination with various entities to complete the project, which may include the following – City of Geneva, City of St. Charles, City of West Chicago, Kane County, Forest Preserve District of Kane County, Illinois Department of Transportation (IDOT), DuPage Airport, Union Pacific Railroad (UPRR), and the Kane-DuPage Soil and Water Conservation District (KDSWCD), among others. Preparation and distribution of correspondence, meeting minutes, records of conversation and other project documentation to track and document the project decisions is included.

A. Meetings (62 hours)

- Project Kickoff with Geneva and St. Charles (1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with Geneva and St. Charles (assume 6 mtgs, 2 ppl, 2 hrs ea)
- Coordination meetings with West Chicago (assume 1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with Kane County (assume 2 mtgs, 2 ppl, 2 hrs ea)
- Project Kickoff with IDOT D1 (1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with IDOT (assume 1 mtg, 2 ppl, 2 hrs ea)
- Coordination meetings with IDOT and FHWA (assume 1 mtg, 2 ppl, 2 hrs ea)
- Detour Committee Meeting at IDOT (assume 1 mtg, 1 ppl, 2 hrs ea)
- Coordination meetings with DuPage Airport (assume 2 mtgs, 2 ppl, 2 hrs ea)

B. Coordination (80 hours)

Transystems will conduct routine project coordination, including but not limited to the following: emails, phone calls, letters, memos, etc. on an as-needed basis. This includes weekly progress reports.

12.0 Administration and Management (72 hours)

Administration and management consists of the following administrative responsibilities to ensure a quality product on schedule and within budget:

A. Project Management and Administration (assume 18-month project duration)

- Develop and administer the Project Management Plan
- Staffing resource management
- Monthly Invoicing

B. Scheduling (assume 18-month project duration)

C. In-house Coordination Meetings (assume 18-month project duration)

Scope Assumptions

This scope of work does not include any of the following:

- Bid Assistance
- Phase III Construction Engineering, Inspection, and Observation
- Phase III Design Support (RFI Responses, Shop Drawing Reviews)

TRANSYSTEMS (PRIME)

CECS

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT
 Prepared By

TranSystems Corporation
Prime
Jeff Stanko

DATE 9/17/2020
 PTB-ITEM# 180-1

CONTRACT TERM 18 MONTHS
 START DATE 10/1/2020
 RAISE DATE 4/1/2021
 END DATE 3/31/2022

OVERHEAD RATE 148.69%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2020	4/1/2021	6	33.33%
1	4/2/2021	4/1/2022	12	68.67%

The total escalation = 2.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

TranSystems Corporatio **DATE**
Prime
180-1

9/17/2020

ESCALATION FACTOR **2.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$70.00	\$70.00
Engineer 4 (E4)	\$70.00	\$70.00
Engineer 3 (E3)	\$63.21	\$64.47
Engineer 2 (E2)	\$45.95	\$46.87
Engineer 1 (E1)	\$34.07	\$34.75
Industry Specialist 3 (IS3)	\$55.56	\$56.67
Technician 1 (T1)	\$21.37	\$21.80
Administrative 3 (A3)	\$50.48	\$51.49
Administrative 2 (A2)	\$35.22	\$35.92

Subconsultants

FIRM NAME TranSystems Corporation
PRIME/SUPPLEMENT Prime
PTB-ITEM # 180-1

DATE 9/17/2020

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total 0.00 0.00

TRANSYSTEMS (PRIME)

DIRECT COSTS

Phase II Engineering Services
Direct Cost Worksheet

Kautz Road Reconstruction and Widening
TranSystems
September 17, 2020

6. Utility Coordination

20 plans @	178 sheets/set @	\$0.20	per sheet =	\$	712.00
20 specs @	150 pages/book @	\$0.10	per page =	\$	300.00

Subtotal Item 6. = \$ 1,012.00

7. Permit Processing

10 plans @	178 sheets/set @	\$0.20	per sheet =	\$	356.00
10 specs @	150 pages/book @	\$0.10	per page =	\$	150.00

Subtotal Item 7. = \$ 506.00

9. Plans, Specifications, & Estimates

30 plans @	178 sheets/set @	\$0.20	per sheet =	\$	1,068.00
30 specs @	150 pages/book @	\$0.10	per page =	\$	450.00

Subtotal Item 9. = \$ 1,518.00

11. Meetings & Coordination

12 meetings @	70 miles/meeting @	\$ 0.575	per mile =	\$	483.00
4 meetings @	10 miles/meeting @	\$ 0.575	per mile =	\$	23.00

Subtotal Item 11. = \$ 506.00

12. Admin & Management

Utilities	10 shipping @	\$30.00	per delivery =	\$	300.00
Permitting	5 shipping @	\$30.00	per delivery =	\$	150.00
Preliminary	5 shipping @	\$30.00	per delivery =	\$	150.00
Pre-Final	5 shipping @	\$30.00	per delivery =	\$	150.00
Final	5 shipping @	\$30.00	per delivery =	\$	150.00

Subtotal Item 12. = \$ 900.00

68% TO Geneva, 32% to St. Charles

TOTAL = \$ 4,442.00

68% to Geneva	\$	3,021.00
32% to St. Charles	\$	1,421.00

HUFF & HUFF, INC. / GZA (SUBCONSULTANT)

CECS



A Subsidiary of GZA



September 17, 2020

via email: jrstanko@transystems.com

Mr. Jeffrey R. Stanko, P.E.
Assistant Vice President
TranSystems Corporation
1475 Woodfield Road, Suite 600
Schaumburg, Illinois 60173-5058

**Re: Phase II Environmental Services – PSI and CCDD
Kautz Road Reconstruction and Widening Project
City of Geneva and City of St. Charles, IL.
Proposal No.: 81.PT000095.21**

Dear Mr. Stanko:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to TranSystems Corporation (Client) to provide Phase II environmental services in conjunction with the proposed roadway reconstruction and widening project, along Kautz Road in Geneva and St. Charles, Illinois. Client has requested completion of a Preliminary Site Investigation (PSI) and assessment/documentation for consideration of off-site disposal of spoils at a Clean Construction or Demolition Debris (CCDD) facility.

1. PROJECT UNDERSTANDING

We understand the Cities of Geneva and St. Charles have completed phase I design engineering services for the proposed improvements along Kautz Road from Commerce Drive (St. Charles) to IL Route 38 (Geneva) with work funded through the Cities' general funds and are currently seeking scope of services for Phase II activities. The work includes widening of Kautz Road to add a third lane, reconstruction of the majority of the roadway, connection of a recreational trail and formal designation of Kautz Road as a truck route. Additional work may include connection of a multi-use trail to the Prairie Path, railroad coordination, and grant funding assistance. We understand the proposed studies shall follow federal aid process and guidelines, applicable IDOT BLRS and BDE manuals, and local standards.

H&H previously completed a Preliminary Environmental Site Assessment (PESA), dated December 16, 2019, in which seven (7) sites were identified as having Recognized Environmental Conditions (RECs) and considered Potentially Impacted Properties (PIPs). These sites will be further investigated with the proposed PSI activity. In addition, consistent with IDOT District 1 approach, anywhere work is proposed along the corridor will also be investigated as part of the CCDD assessment from the stance of soil management.

H&H also completed wetland delineation services as part of the Phase I engineering and we understand that the project is avoiding all impacts to wetlands/waterways. Therefore, permitting is not included in this scope of services.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

945 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



2. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) / CCDD

We have developed the scope of the PSI and CCDD assessment based on our current understanding of the project corridor and review of the original PESA. The final location of proposed soil borings and laboratory sampling protocol will be adjusted, as necessary, based on the findings of the new PESA proposed in Task 1.

A. Soil Borings and Soil Sampling

It is anticipated that two days of field effort will be required with up to thirty-three (33) borings completed along the Project Corridor with the aid of traffic control services.

The borings will be advanced and soil samples collected for laboratory analysis to address the PIPs/RECs for soil disposal considerations, specifically at locations identified for proposed excavation. Currently it is estimated that borings will be advanced to depths of approximately 6 to 12 feet deep.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) to be determined from the PESA. Based on our understanding of the project corridors, we have provided the following sampling protocol for budgetary considerations. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 12 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 24 samples) – Semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals, total and SPLP/TCLP methods** (up to 24 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 12 samples).
- **Pesticides and Herbicides** (up to 6 samples) – Pesticides and herbicides have been utilized on adjoining land, including the golf course and agricultural fields.

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 33).



C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – QA/QC

Time under this task includes QA/QC time for the project deliverables as described above.

Task 3 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

3. PROJECT COSTS

Manhours by Classification and costs have been included on the attached CECS spreadsheets. Since we understand the project is split between local agency project owners (Geneva at 68% of fee and St. Charles at 32% of fee), we have included a combined set of costs for reference and the requested split costs for each local agency utilizing the BLR 05610 Cost Plus Fixed Fee with the total column calculation adjusted to accommodate the split request.

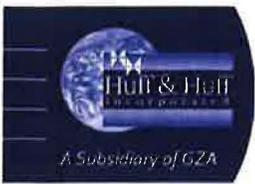
4. LEVEL OF EFFORT AND SCHEDULE

PSI/CCDD Task work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval.

5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.



ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation



of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
 - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs



or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
 - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
 - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.



17. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

BLR 05610 Forms
GENEVA 68% SPLIT FEE

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Huff & Huff, Inc.
TranSystems
HJJR-H&H

DATE 09/17/20
PTB-ITEM# 0

CONTRACT TERM 12 **MONTHS**
START DATE 9/17/2020
RAISE DATE 9/22/2020

OVERHEAD RATE 182.42%
COMPLEXITY FACTOR 0
% OF RAISE 3%

END DATE 9/16/2021

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	9/17/2020	9/22/2020	0	0.00%
1	9/23/2020	9/22/2021	12	103.00%

The total escalation = 3.00%

Exhibit A - Preliminary Engineering

Route: Kautz Road (FAU Route 2286) - Longest Dr to Swenson Ave
 Local Agency: Geneva and St Charles / Kane
 (Municipality/Township/County)
 Section: 19-00117-00-PV
 Project: Kautz Road Widening and Reconstruction
 Job No. GENEVA (68% Split of total)

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:		
Overhead Rate (OH)	<u>182.42</u>	%
Complexity Factor ®	<u>0.00</u>	
Calendar Days	<u>360</u>	

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House direct costs (IHDC)	Profit	Total (as 68%)
Task 1: PSI/CCDD	Associate Principal I	2.00	\$64.51	\$129.02	\$235.35	\$18,376.00	\$269.50	\$91.91	\$12,989.21
	Senior Geologist PM	2.00	\$48.75	\$97.50	\$177.86	\$0.00	\$0.00	\$39.93	\$214.40
	Assistant PM Engineer I	6.00	\$36.53	\$219.18	\$399.83	\$0.00	\$0.00	\$89.76	\$481.96
	Scientist E1	32.00	\$27.26	\$872.32	\$1,591.29	\$0.00	\$0.00	\$357.22	\$1,918.16
	Scientist E2	32.00	\$25.50	\$816.00	\$1,488.55	\$0.00	\$0.00	\$334.16	\$1,794.32
	Senior Technical Specialist	1.00	\$47.52	\$47.52	\$86.69	\$0.00	\$0.00	\$19.46	\$104.50
	Technical Graphics Technician	5.00	\$24.03	\$120.15	\$219.18	\$0.00	\$0.00	\$49.20	\$264.20
	Senior Administrative Assistant	1.00	\$30.40	\$30.40	\$55.46	\$0.00	\$0.00	\$12.45	\$66.85
Task 2: QAQC	Associate Principal I	2.00	\$64.51	\$129.02	\$235.35	\$0.00	\$0.00	\$52.83	\$283.69
	Senior Geologist PM	4.00	\$48.75	\$195.00	\$355.72	\$0.00	\$0.00	\$79.85	\$428.79
Task 3: Project Management	Engineer PM I	1.00	\$40.05	\$40.05	\$73.06	\$0.00	\$0.00	\$16.40	\$88.07
	Senior Geologist PM	2.00	\$48.75	\$97.50	\$177.86	\$0.00	\$0.00	\$39.93	\$214.40
TOTALS		90.00		\$2,793.66	\$5,096.20	\$18,376.00	\$269.50	\$1,183.10	\$18,848.55

PAYROLL RATES

FIRM NAME Huff & Huff, Inc. **DATE** 09/17/20
PRIME/SUPPLEMENT 0
PTB-ITEM # 0

ESCALATION FACTOR **3.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$72.80	\$70.00
Associate Principal II	\$75.00	\$70.00
Associate Principal I	\$62.63	\$64.51
Senior Consultant	\$69.44	\$71.52
Senior Project Manager III	\$60.73	\$62.55
Senior Project Manager II	\$46.64	\$48.04
Senior Project Manager I	\$45.12	\$46.47
Senior Landscape Architect	\$52.74	\$54.32
Senior Planning PM	\$53.45	\$55.05
Senior Geologist PM	\$47.33	\$48.75
Senior Technical Specialist	\$46.14	\$47.52
Senior Scientist PM II	\$48.58	\$50.04
Senior Technical Scientist	\$44.24	\$45.57
Technical Graphics Technici	\$24.03	\$24.03
Scientist PM II	\$44.48	\$44.48
Engineer PM I	\$40.05	\$40.05
Assistant PM Engineer I	\$36.53	\$36.53
Engineer I	\$32.31	\$32.31
Assistant PM Scientist	\$33.14	\$33.14
Scientist E1	\$27.26	\$27.26
Scientist E2	\$25.50	\$25.50
Administrative Managers	\$43.26	\$43.26
Senior Administrative Assista	\$30.40	\$30.40



HUFF & HUFF, INC.
SUMMARY OF DIRECT COSTS

Project: TS-Kautz Road Ph II Geneva (68% of total)

DIRECT

Task 1 - PSI/CCDD

Trips	60 miles	x	3	x	\$0.575	=	\$	70.38	
Tolls			4	x	\$ 1.50	=	\$	4.08	
Field Kit	1 day	x	2	x	\$ 30.00	=	\$	40.80	
PID Meter	1 day	x	2	x	\$ 50.00	=	\$	68.00	
Task Total								\$	183.26

Calculation above is 68% of total

Task 2 - QAQC

			0	x	\$ -	=	\$	-	
Task Total								\$	-

Task 3 - Project Management

			0	x	\$ -	=	\$	-	
Task Total								\$	-

GRAND TOTAL \$ 183.26

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: TS-Kautz Road Ph II Geneva (68% of total)

OUTSIDE

Task 1 - PSI/CCDD

Soil Samples				
VOC	12	x	\$ 138.00	= \$ 1,126.08
PNA	24	x	\$ 105.00	= \$ 1,713.60
RCRA total	24	x	\$ 90.00	= \$ 1,468.80
RCRA splp/tclp	12	x	\$ 90.00	= \$ 734.40
Pesticides/Herbicides	6	x	\$ 300.00	= \$ 1,224.00
pH	33	x	\$ 20.00	= \$ 448.80
Driller (day)	2	x	\$ 2,000.00	= \$ 2,720.00
Traffic Control (day)	2	x	\$ 2,250.00	= \$ 3,060.00
			Task Total	\$ 12,495.68

Calculation above is 68% of total

Task 2 - QAQC

	0	x	\$ -	= \$ -
			Task Total	\$ -

Task 3 - Project Management

	0	x	\$ -	= \$ -
			Task Total	\$ -

GRAND TOTAL \$ 12,495.68

KASKASKIA ENGINEERING GROUP, LLC (SUBCONSULTANT)

CECS



477 South 3rd Street
Suite 270
Geneva, Illinois 60134
630.332.9157 phone

Phase II and Engineering Services

City of Geneva, Illinois

City of St. Charles, Illinois

Route: Kautz Road – So. of Averill Drive to So. of Commerce Drive (1.20 miles)

September 15, 2020

SCOPE OF WORK

This document presents the anticipated scope of work and expected effort associated with completion of Phase II Design Engineering Services associated with the Kautz Road Reconstruction and Widening Project located in the Cities of Geneva and St. Charles in Kane County, Illinois. The general scope of work is to complete Phase II engineering services for this corridor. It includes specific work identified, as necessary and required by the Cities and federal requirements, as defined by the IDOT Bureau of Local Roads and Streets (BLRS) Manual. The work to be performed by Kaskaskia Engineering Group, LLC (KEG) will be focused on the preparation of Phase II cross sections, and associated quantities, schedules, and Special Provisions.

Based upon the work completed during the Phase I portion of the project, it is anticipated that the project will be completed under staged traffic conditions, with two primary stages of construction. KEG has assumed that the cross sections will be developed and quantified for the final in place of the proposed conditions compared to the existing condition. The following has been assumed for preparation of the sections:

- Station limits are approximately 1116+50 to 1180+00 (6350 LF)
- Cross section will be cut at 50-foot intervals ($6350/50 + 1 = 128$ sections)
- Cross sections at driveways (2 in the east stage, 8 in the west stage, for a total of 10 driveways)
- Cross sections at cross road culverts (assume 2 sections)
- Cross sections at side streets (assume 5 side streets for the west stage)
- Total number of sections = 145

Plan Preparation

KEG will develop the cross-section plan sheets for the project for the final in-place condition. As stated previously, the sections will be presented in 50-foot intervals, and will also include driveways, side streets, and cross road culverts.

Special Provisions

KEG will prepare the project specific Special Provisions associated with cross section development and earthwork for the project.

Prepare Schedules, Summaries and Quantities

KEG will prepare the earthwork schedule, summary table, and quantities based on the final in-place condition. Effort has not been included for quantifying the earthwork for each stage of construction.

Maintain and Update the Open Roads Model

A 3-dimensional model was developed during the Phase I portion of the project. Additional effort will be required in Phase II to incorporate the proposed pavement design (by others), design of special ditches (by others), and identify subgrade remediation (by others), and general updating of the model as design is refined. We have included effort to update the model.

Project Coordination

Periodically during the timeframe of the design activities, KEG will participate in coordination activities with the Prime and other team members to ensure a seamless deliverable.

QA/QC

An independent QA/QC review of project deliverables will be performed in accordance with the KEG QA/QC Plan.

Project Administration

KEG will coordinate with TranSystems staff as necessary regarding scope and progress reporting associated with this project.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Kaskaskia Engineering Group
 PRIME/SUPPLEMENT Prime
 Prepared By PJF

DATE 09/16/20
 PTB-ITEM# 197Kautz Geneva

CONTRACT TERM 18 MONTHS
 START DATE 10/1/2020
 RAISE DATE 4/1/2021
 END DATE 3/31/2022

OVERHEAD RATE 160.79%
 COMPLEXITY FACTOR _____
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2020	4/1/2021	6	33.33%
1	4/2/2021	4/1/2022	12	68.00%

The total escalation = 1.33%

PAYROLL RATES

FIRM NAME Kaskaskia Engineering (DATE 09/16/20
PRIME/SUPPLEMENT Prime
PTB-ITEM # 197Kautz Geneva

ESCALATION FACTOR **1.33%**

Note: Rates should be capped on the AVG 1 tab as necessary

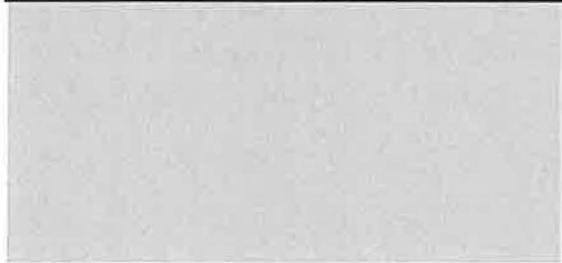
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Manager	\$93.34	\$94.58
Principal Engineer	\$78.11	\$79.15
Senior Engineer	\$56.58	\$57.33
Geotechnical Engineer	\$35.67	\$36.15
Project Manager III	\$47.12	\$47.75
Project Manager II	\$40.38	\$40.90
Project Manager I	\$37.46	\$37.96
Project Engineer I	\$40.51	\$41.05
Staff Engineer	\$28.17	\$28.55
Biologist/Scientist II	\$29.21	\$29.60
Biologist/Scientist I	\$23.69	\$24.01
GIS Manager	\$41.80	\$42.36
Technician IV	\$40.19	\$40.73
Technician III	\$32.39	\$32.82
Technician II	\$29.42	\$29.81
Technician I	\$25.33	\$25.67
Administrative Personnel	\$34.51	\$34.97
Intern	\$16.33	\$16.55

Subconsultants

FIRM NAME Kaskaskia Engineering Group, LLC
PRIME/SUPPLEMENT Prime
PTB-ITEM # 197Kautz Geneva

DATE 09/16/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total

0.00

0.00

AVERAGE HOURLY PROJECT RATES

FIRM Kaskaskia Engineering Group, LLC
PTB-ITEM# 197Kautz Geneva
PRIME/SUPPLEMENT Prime

DATE 09/16/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Plan Preparation			Special Provisions			Scheds., Summaries & Qtys			Update/Maintain model			Project Coordination		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Manager	78.00	2.0	0.78%	0.61															
Principal Engineer	78.00	14.0	5.47%	4.27	7	3.52%	2.74				1	6.25%	4.88	1	9.09%	7.09	1	20.00%	15.60
Senior Engineer	57.33	31.0	12.11%	6.94	20	10.05%	5.76	1	14.29%	8.19	2	12.50%	7.17	1	9.09%	5.21			
Geotechnical Engineer	36.15	0.0																	
Project Manager III	47.75	0.0																	
Project Manager II	40.90	0.0																	
Project Manager I	37.96	0.0																	
Project Engineer I	41.05	86.0	33.59%	13.79	76	38.19%	15.68	5	71.43%	29.32	5	31.25%	12.83						
Staff Engineer	28.55	0.0																	
Biologist/Scientist II	29.60	0.0																	
Biologist/Scientist I	24.01	0.0																	
GIS Manager	42.36	0.0																	
Technician IV	40.73	117.0	45.70%	18.61	96	48.24%	19.65				8	50.00%	20.36	9	81.82%	33.32	4	80.00%	32.58
Technician III	32.82	0.0																	
Technician II	29.81	0.0																	
Technician I	25.67	0.0																	
Administrative Personnel	34.97	6.0	2.34%	0.82				1	14.29%	5.00									
Intern	16.55	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		256.0	100%	\$45.04	199.0	100.00%	\$43.83	7.0	100%	\$42.51	16.0	100%	\$45.23	11.0	100%	\$45.62	5.0	100%	\$48.18

AVERAGE HOURLY PROJECT RATES

FIRM Kaskaskia Engineering Group, LLC
PTB-ITEM# 197Kautz Geneva
PRIME/SUPPLEMENT Prime

DATE 09/16/20
SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Project Administration														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Manager	78.00				2	22.22%	17.33												
Principal Engineer	78.00	2	22.22%	17.33	2	22.22%	17.33												
Senior Engineer	57.33	7	77.78%	44.59															
Geotechnical Engineer	36.15																		
Project Manager III	47.75																		
Project Manager II	40.90																		
Project Manager I	37.96																		
Project Engineer I	41.05																		
Staff Engineer	28.55																		
Biologist/Scientist II	29.60																		
Biologist/Scientist I	24.01																		
GIS Manager	42.36																		
Technician IV	40.73																		
Technician III	32.82																		
Technician II	29.81																		
Technician I	25.67																		
Administrative Personnel	34.97				5	55.56%	19.43												
Intern	16.55																		
TOTALS		9.0	100%	\$61.93	9.0	100%	\$54.09	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

RUBINO ENGINEERING (SUBCONSULTANT)

CECS



September 17, 2020

To: Jeffrey R. Stanko PE
Assistant Vice President



1475 East Woodfield Road, Suite 600
Schaumburg, Illinois 60173-5440
Main : 847.605.9600

Re: Proposal - Geotechnical Exploration
Proposed Kautz Rd Reconstruction and
Widening Phase II
Roosevelt Rd to Commerce Drive
St Charles / Geneva, Illinois

Proposal No. Q19.329g REV1

Via email: jrstanko@transystems.com

Dear Mr. Stanko,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Todd S. Bright of TranSystems on July 25, 2019. Rubino received a request to split the fees between St. Charles and Geneva in September of 2020.

PROJECT UNDERSTANDING

Rubino understands that St. Charles and Geneva are planning roadway improvements and widening to Kautz Road from Roosevelt Road to Commerce Drive in St. Charles and Geneva, Illinois.

Information received:

- RFP Email from Todd S. Bright of TranSystems on July 25, 2019.
- Document – "19_7_10_Kautz Road RFQ_Final_TS" prepared by City of Geneva and City of St. Charles on July 10, 2019, received by Rubino on July 25, 2019.
- RFP Win email from Jeffrey R. Stanko informing about the Transystems win, and that geotechnical portion may be moved to Phase II
- RFP Email from Jeffrey R. Stanko indicating need to formalize proposal

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones, approach signage, and an attenuator truck. Rubino anticipates that the drill rig will require full lane closure.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



Exhibit 1) Boring Location Plan for Roadway Improvements on southern end of Kautz Road



Exhibit 2) Boring Location Plan for Roadway Improvements on middle section of Kautz Road



Exhibit 3) Boring Location Plan for Roadway Improvements on northern end of Kautz Road

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

NUMBER OF BORINGS AND PAVEMENT CORES WITH SUBBASE THICKNESS	DEPTH (FEET BEG*)	LOCATION
20 Cores & Borings	10	(Geneva) 300 ft intervals from Kautz Rd to Commerce Dr (B-01 through B-20)
8 Cores & Borings	10	(St Charles) 300 ft intervals from Kautz Rd to Commerce Dr (B-21 through B-28)

BEG = below existing grade

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATE D QUANTITY	SAMPLE TYPE
Atterberg Limits	5	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	116	Shelby Tube, Cohesive Samples
Organic Content	5	Split spoon, bulk, or Shelby Tube

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation and stability recommendations*
 - *Pavement core thicknesses*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to TranSystems.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services based on attached CECS forms.

Geneva Portion	CECS Drilling, Coring, and Reporting Scope	\$ 26,703	68%
St. Charles Portion	CECS Drilling, Coring, and Reporting Scope	\$ 12,554	32%
Total		\$ 39,257	100%

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered

within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 201 __.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

- Project Name: _____
- Project Location: _____
- Your Job No: _____ Purchase Order No.: _____
- Project Manager: _____ Telephone No.: _____
- Site Contact: _____ Telephone No.: _____
- Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
- Invoicing Address: _____

Attn: _____
Email: _____
- Other Pertinent Information Or Previous Subsurface Information Available:

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering, Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Rubino Engineering, Inc.
Michelle Lipinski

DATE 09/17/20
PTB-ITEM# 1

CONTRACT TERM 12 **MONTHS**
START DATE 11/1/2020
RAISE DATE 3/1/2021
END DATE 10/31/2021

OVERHEAD RATE 146.00%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	11/1/2020	3/1/2021	4	33.33%
1	3/2/2021	11/1/2021	8	68.67%

The total escalation = 2.00%

PAYROLL RATES

FIRM NAME Rubino Engineering, Inc **DATE** 09/17/20
PRIME/SUPPLEMENT 0
PTB-ITEM # 1

ESCALATION FACTOR **2.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

Q19.329g
 Geneva

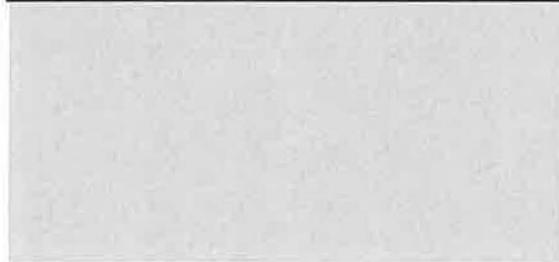
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$37.73	\$38.48
Project Manager	\$32.69	\$33.34
Staff Engineer / Geologist	\$28.79	\$29.37
Administrative	\$19.27	\$19.66
Professional Engineer	\$55.12	\$56.22
Driller	\$53.54	\$54.61
Laboratory Tech / Flagger	\$25.22	\$25.72
Principal	\$70.00	\$71.40

Subconsultants

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT 0
PTB-ITEM # 1

DATE 09/17/20

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total 0.00 0.00

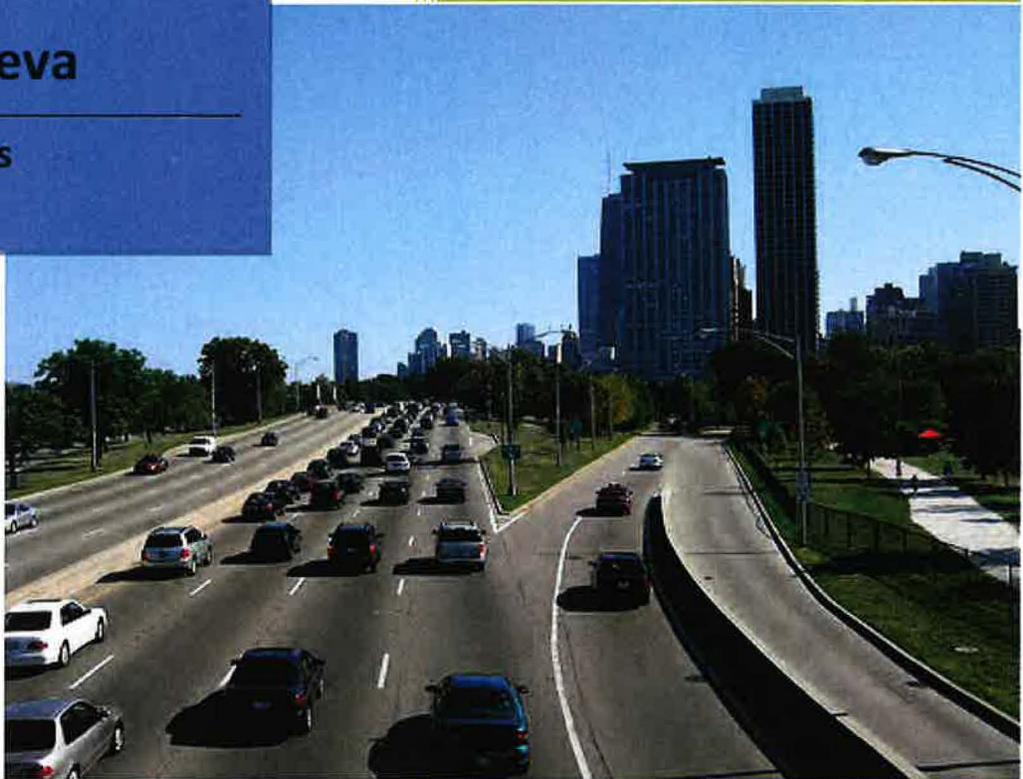
SANTACRUZ LAND ACQUISITIONS (SUBCONSULTANT)

CECS

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Geneva

Transystems



**Kautz Road
from Longest Drive
to Swenson Avenue**

Santacruz Land Acquisitions

222 Northfield Road · Suite 201
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 Geneva, 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 land acquisition policies and procedures and FWHA policies that effect the certification and funding of your project.

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. Santacruz Land Acquisitions knows delays can impact the project budget, cause scheduling conflicts with potential contractors and affect other economic factors which govern the delivery of the overall infrastructure improvement program for the LPA.

Santacruz Land Acquisitions (“**Santacruz**”) will work with the staff for the LPA and/or TranSystems, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Kautz Road from Longest Drive to Swenson Avenue (the “Project”) to assure that the goals are met.

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.

CRITICAL ISSUE 2: MANAGE THE RIGHT-OF-WAY PROCESS & RISKS

With over twenty-five years working on land acquisition projects, Santacruz Land Acquisitions understands the workload associated with this project and the level of performance the LPA is seeking with this engagement. As such, we have assembled a team of professionals with vast experience in delivering right-of-way services for IDOT, the Tollway and other such agencies on various infrastructure projects.

Equally important as the scheduled letting is the acquisition budget for the 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. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for a successful acquisition of the right-of-way.

Our solution is to compile extensive experience in law, real estate and civil engineering which gives us the ability to recognize issues and resolve them before they create bigger problems. Santacruz has over 25 years of providing right-of-way services including managing land acquisition projects of various sizes.

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. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

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

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 the 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.

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 shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **seven (7)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$21,000.00.
<u>REVIEW APPRAISALS:</u>	\$8,400.00.
<u>NEGOTIATIONS:</u>	\$21,000.00.

As directed, **Santacruz** 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** shall include **\$600.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$600.00** 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.

In fulfillment of its project management responsibilities, **Santacruz** 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 at a cost not to exceed **\$55,600.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	\$50,400.00
Project Management Services	\$1,000.00
Estimated Direct Billable Expenses	\$4,200.00

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TECHNICAL APPROACH

Santacruz shall provide Right-of-Way Acquisition Services including, but not limited to:

- Project Management
- Appraisals
- Acquisition negotiations and settlements

In addition, as may be required in order to complete the processing of any parcel and subject to the approval in advance by the LPA, **Santacruz** can also provide specialty engineering reports and relocation assistance of displaced property owners. All services shall be performed at the direction of the LPA and 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 agrees to perform the services as set forth herein. **This process has been the roadmap to many successful right-of-way projects. This Road Map will help us help you keep your project on schedule.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz 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.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide **Santacruz** 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 **Santacruz** 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 appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. All appraisal work shall be completed within eight to ten weeks after commencement.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter-offer.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised appraisals. Such requests may 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.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised reviews. Such requests may be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter-offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

Santacruz 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.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** 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** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** 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 and IDOT (as necessary).

Task 7: Project Management

Santacruz Land Acquisitions shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA.

The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments.

The Project Manager shall provide QA/QC oversight for this contract. Santacruz Land Acquisitions has a very strong commitment to QA/QC for all its projects. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz Land Acquisitions meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz Land Acquisitions reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

Condemnation Support

Santacruz understands 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 the event, after making every reasonable effort to contact and negotiate with a property owner,

Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by 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. In addition, 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 for trial appearances or condemnation support 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** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

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EXHIBITS

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

Compensation for Services

Appraisal Services (per parcel)

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

Review Appraisal Services (per parcel)

Review Appraisals	\$1,200.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$1,200.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,000.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,000.00

Witness Services (if applicable)

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 May requires supplemental work order.

BEP CERTIFICATION



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

April 23, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. J. Steve Santacruz
Santacruz Associates, Ltd.,
dba Santacruz Land Acquisitions
222 Northfield Rd., Ste. 201
Northfield, IL 60093

Dear Mr. Santacruz:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Santacruz Associates, Ltd., dba Santacruz Land Acquisitions and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on May 1, 2021. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debra A. Clark'.

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises



Illinois Department of Transportation

Santacruz Associates, Ltd.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Handwritten signature of Ann L. Schneider in black ink.

Ann L. Schneider
Acting Secretary
Illinois Department of Transportation

Handwritten signature of Carol Lyle in black ink.

Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 26th day of July 2011



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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1st District

ROBERT STEELE
2nd District

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3rd District

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16th District

ZABETH ANN DODDY GORMAN
17th District

December 5, 2014

Mr. J. Steve Santacruz, President
Santacruz Associates, Ltd.
2650 Valor Drive
Glenview, IL 60026

Dear Mr. Santacruz,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a “one stop shop” for MBE/WBEs interested in participating in County and City procurement opportunities.

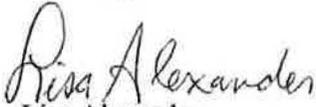
Santacruz Associates, Ltd. is currently certified by the City of Chicago as a **MBE**.

This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago’s M/WBE Program remains in good standing. As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from www.cookcountyil.gov/contractcompliance.

If you have further questions and/or comments, please contact Lisa Alexander at 312-603-5513.

Sincerely,


Lisa Alexander
Deputy Director



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 03 2019

J. Steve Santacruz
Santacruz Associates, Ltd. dba Santacruz Land Acquisition
222 Northfield Rd., Suite 201
Northfield, IL 60093

Dear Mr. Santacruz:

We are pleased to inform you that **Santacruz Associates, Ltd. dba Santacruz Land Acquisition** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2024**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2020, 1/15/2021, 1/15/2022, and 1/15/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

531390- Consultants, Real Estate (Except Appraisers), Offices

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/fn



ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Acting Director

February 26, 2020

Certification Term Expires: February 26, 2021

J. Steve Santacruz
Santacruz Associates, Ltd. DBA Santacruz Land Acquisitions
Suite 201
Suite 206
Northfield, IL 60093

Re: Minority Business Enterprise (MBE)

Dear J. Steve Santacruz:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 95883: REAL ESTATE MANAGEMENT SERVICES, INCLUDING LISTING, SALES AND BROKER SERVICES

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager
Business Enterprise Program

TEAM RESUMES

Javier Steve Santacruz

Mr. Santacruz has spent his career as a real estate professional working as a controller for VMS Realty Partners and general counsel of Continental Offices. He has extensive experience in lease negotiation, property management, debt restructuring, acquisitions/dispositions and the development of real estate investment vehicles.

For the past twenty years, Mr. Santacruz has been providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Representative project experience includes:

- O'Hare Modernization Program, O'Hare Airport expansion for the City of Chicago – Right-of-Way Agent. Completed the acquisition or referral for condemnation of over 300 parcels in a seven month period. Coordinated the acquisition process with relocation agents assigned to provide relocation benefits to displaced property owners under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Engaged to provide negotiation/acquisition and appraisal services for 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Grand Avenue Grade Separation, Grand Avenue Railroad Relocation Authority, Franklin Park, Illinois – Right-of-way Agent. Provided negotiation services and facilitated acquisition of over eighty parcels of right-of-way necessary to complete a rail-road grade separation along Grand Avenue in Franklin Park involving the Soo Line Railroad, CP Rail Systems, Wisconsin Central and Indiana Harbor Belt Railroad.
- I57 and I294 Interchange, Illinois State Toll Highway Authority – Right-of-Way Agent. Engaged to provide a combination of negotiation/acquisition and appraisal services for over one hundred parcels for the construction of an interchange connecting two major interstates.

Role:

*President/
Right of Way Consultant*

Years of Experience: 25+

Education:

*Juris Doctorate
DePaul University Law, 2015
B. S. in Accounting
DePaul University, 1983*

Professional Credentials:

*International Right
of Way Association*

Jonathan Abplanalp

Mr. Abplanalp is in his eighth year providing right-of-way services for a variety of governmental agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Abplanalp worked for Santacruz Land Acquisitions as a Right of Way Administrative Assistant. Representative project experience includes:

- Weiland Road in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 48 parcels over a two mile corridor. Project involved several relocations of residences.
- IL 31 in Carpentersville, Illinois, Village of Carpentersville – Right- of-way Agent. Assisted in negotiation of 40 parcels for major intersection reconfiguration. Project involved two relocations of businesses.
- Ohio Street at BNSF Railway Crossing in Aurora for City of Aurora – Right-of-Way Agent. Engaged to provide negotiation/acquisition services for 14 parcels. Project involved a grade separation of railroad from the roadway.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Lake Cook Road in Lake County & Cook County, IL – Right-of-way Agent. Assisted in negotiation and facilitated acquisition of 48 parcels of right-of-way for major reconstruction of Lake Cook Road. Parcels were acquired on behalf of Lake County, Cook County, and the Illinois Department of Transportation.
- IL 72 at Big Timber Road in Kane County for Illinois Department of Transportation – Right-of-way Agent. Provided negotiation services and facilitated acquisition of eight parcels of right-of-way necessary for the reconstruction of intersection of IL 72 and Big Timber Road.
- Plum Grove Road in Schaumburg, IL for Village of Schaumburg – Right-of-way Agent. Provided negotiation services and facilitated acquisition of 25 parcels of right-of-way necessary to reconstruct 2 sections of Plum Grove Road. One section included the installation of a roundabout.
- National Parkway in Schaumburg, IL for Village of Schaumburg – Right-of-way Agent. Provided negotiation services and facilitated acquisition of 17 parcels of right-of-way necessary to reconstruct National/State Parkway. Project consisted of reduced traffic lanes and the addition of a bike lane.

Role:

*Vice-President/
Right of Way Consultant*

Years of Experience: 8+

Education:

*B. S. in Architectural Studies
University of Illinois, 2011*

Professional Credentials:

*International Right
of Way Association*

Tommy Ball

Mr. Ball has two years of experience providing right-of-way services to government agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Mr. Ball is a licensed Attorney and earned his RWA designation from the International Right of Way Association. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Ball has a range of experience in the infrastructure industry, having served as a clerk for the Federal Maritime Commission. Mr. Ball has presented on Right-of-Way negotiations for the IRWA's young professional section. Representative experience includes:

- Gilmer Road and Midlothian Road in Mundelein, IL, Lake County- Right-of-Way Agent. Negotiated 18 parcels as part of the intersection improvement project. Parcels included residential and commercial properties.
- Wolf Road Improvement Project in Wheeling, IL, IDOT. – Right-of Way-Agent. Negotiated 17 parcels on behalf of the Illinois Department of Transportation, including some where the property owner's primary language was Spanish.
- Old Orchard Road in Skokie, IL, Cook County – Right-of-Way Agent. Negotiated 3 parcels for the improvement of the I-94 ramp at Old Orchard Road.
- US 20 in Marengo, IL, Illinois, IDOT – Right-of-Way Agent. Negotiated 13 parcels as part of IDOT's improvement project along the corridor. Work required clearing title on cross access agreements.
- Annie Glidden Road in DeKalb, IL, City of DeKalb – Right of Way Agent. Negotiated 2 farm parcels and completed the negotiations and submitted the paperwork within the 6 weeks between the assignment date and the letting date.
- Gary Avenue Multi-Use Path in Carol Stream and Bloomington IL, DuPage County. Right of Way Agent. Negotiated 7 parcels as part of a project to build a bike path along Gary Avenue in DuPage County.
- 14th Street in Waukegan and North Chicago, IL, Lake County – Negotiator in Training and paralegal. Assisted in the negotiation of 20 parcels, including performing meetings with both English and Spanish speaking Property Owners.

Role:

Right of Way Consultant

Years of Experience: 2+

Education:

*Juris Doctorate
Georgetown University Law
Center, 2015
B.A. magna cum laude
Mathematics
Wabash College, 2012*

Professional Credentials:

*International Right of Way
Association –
Right of Way Agent
Licensed to Practice Law (IL)*

Languages:

Spanish

REFERENCES

Sheila Derka

Illinois Department of Transportation
Land Acquisition Chief
201 Center Court
Schaumburg, IL 60196-1096
847-705-4291
Sheila.Derka@illinois.gov

Al Giertych

Lake County Division of Highways
Assistant County Engineer
600 West Winchester Road
Libertyville, IL 60048-1381
847-377-7410
agiertych@lakecountyil.gov

Michael Woodward

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800 x3950
mwoodward@getipass.com

Tara Orbon

Cook County Department of Transportation and Highways
69 W. Washington Street
23rd Floor
Chicago, IL 60602
312-603-1745
Tara.Orbon@cookcountyil.gov

Javi Santacruz

From: Powers, Tom <tjp@vniles.com>
Sent: Monday, November 25, 2019 8:34 AM
To: Javi Santacruz
Cc: Jonathan Abplanalp; Tommy Ball; 'Stephen Sugg (ssugg@cbbel.com)'; Rado II, Robert; Braun, Fred; 'Michael Kerr'
Subject: RE: Project Certification : Niles : Howard St. : R-55-001-97 : 13-00116-00-TL

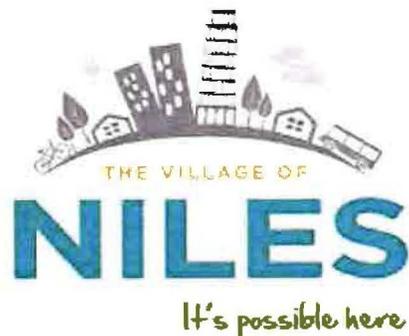
Dear CBBEL and Santa Cruz Teams,

I want to offer the heartfelt thanks of the Village of Niles for making this happen. When we awarded the design contract we knew that meeting this schedule was a big ask and was the result of a situation that none of us created.

You all rose to the occasion and the Village is very thankful for the effort provided. Truly an accomplishment.

Thank you,

Thomas Powers, PE
Village Engineer
Department of Public Works
6849 Touhy Avenue
Niles, IL 60714-3174
847-588-7900
847-588-7950 fax
tjp@vniles.com





TranSystems

1475 E. Woodfield Road
Suite 600
Schaumburg, IL 60173
Tel 847-605-9600
Fax 847-605-9610

www.transystems.com

October 16, 2014

Mr. Steve Santacruz
2650 Valor Drive
Glenview, IL 60026

Reference: Washington Street
11-00121-11-BR
Lake County, IL

Dear Mr. Santacruz:

I would like to commend you for your efforts in ensuring that the Washington Street Underpass project could remain on the November 2014 letting. Your close coordination with Lake County Division of Transportation, Wisconsin Central Railroad, and Illinois Department of Transportation did not go unrecognized and is truly appreciated.

Very truly yours,

TranSystems Corporation

A handwritten signature in blue ink that reads "Todd S. Bright".

Todd S. Bright, PE
Vice President



Division of Transportation

Paula J. Trigg, P.E.
Director of Transportation/County Engineer

600 West Winchester Road
Libertyville, Illinois 60048-1381
Phone (847) 377-7400
Fax (847) 984-5888

July 18, 2013

Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Dear Mr. Santacruz,

Let me take this opportunity to express our appreciation to you for the land acquisition services that your firm recently completed on our behalf for the Washington Street improvement in the Villages of Round Lake and Round Lake Park.

This project presented a number of challenges, not the least of which was to complete a total of 86 separate property acquisitions while following a very aggressive project schedule. You consistently demonstrated the ability to identify and solve issues without delay and to communicate effectively with all parties. Most importantly, our residents were treated fairly and honestly by you throughout the negotiation process. Your approach produced the needed results and was key to meeting our project objectives.

Thank you once again for representing our agency in such a professional and competent manner and for helping us to serve the best interests of the people of Lake County.

Sincerely,

A handwritten signature in black ink that reads "Paula J. Trigg".

Paula J. Trigg, P.E.
Director of Transportation/County Engineer

July 19, 2013

Mr. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Re: Land Acquisition Services
Washington Street Reconstruction
Lake County Division of Transportation

Dear Steve:

We appreciate your service and dedication that contributed towards the successful outcome of the design process and achievement of the target letting for the Washington Street Reconstruction in Lake County. This project involved the acquisition of 86 parcels, and your work and perseverance allowed us to have the parcels certified in time for the County's targeted IDOT letting. Your close coordination with our designers and appraisers also ensured that all commitments were followed through, whether they were design or compensation related. This was a challenging project that involved close coordination with Lake County, IDOT and local municipalities. Santacruz Land Acquisitions expertise was a key element to the success of this project.

Very truly yours,



Jonathan R. Vana, P.E.
Director of Design Services
Civiltech Engineering, Inc.



July 18, 2013

Mr. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, IL 60026

Re: Illinois Route 47 at Waubensee Drive Intersection Safety Improvement Project

Dear Mr. Santacruz:

The purpose of this letter is to express my thank you to Santacruz Land Acquisitions and your excellent right-of-way land acquisition services on our recent Illinois Route 47 at Waubensee Drive safety improvement project for Waubensee Community College. Over the past few years, several fatalities have occurred at the subject intersection, and Waubensee Community College was eager to complete the construction of this project during the 2013 season. With only two months to complete the appraisals and negotiations and acquire the land for three parcels, you were able to successfully perform this work, and we met the June letting date that was sought by the College.

In addition, we continue to appreciate the hard work on the ongoing Washington Street reconstruction project for the Lake County Division of Transportation. Of the 60+ parcels to be acquired, you have successfully negotiated with several parties who were contentious from the beginning of the project, and have helped move this project forward.

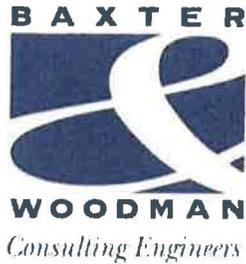
We look forward to future successful projects working together with Santacruz Land Acquisitions.

Sincerely,

PATRICK ENGINEERING INC.

A handwritten signature in black ink, appearing to read "J. Heim", is written over the printed name.

John A. Heim, P.E., PTOE
Project Manager



July 19, 2013

Mr. J. Steve Santacruz
Santacruz Land Acquisitions
2650 Valor Drive
Glenview, Illinois 60026

Dear Steve:

Baxter & Woodman, Inc. would like to thank you and express our satisfaction with the quality of work performed by your firm. The members of the Santacruz team are knowledgeable in right of way land acquisition services and have consistently completed assignments on time and within our established budgets.

Baxter & Woodman and Santacruz have teamed together on numerous projects over the past five years. I would particularly like to thank you for your hard work and commitment in performing Appraisal and Negotiation services on our most recent Village of Glenview: Illinois Route 43 (Waukegan Road) project. While working within a very tight project schedule and also with many complicated issues on numerous properties, we were able to obtain right of way certification and project approvals on schedule, allowing us to meet the Village's expected project letting date. Your problem solving abilities, and also your firm's knowledge of and experience with the IDOT right of way process were invaluable on the project.

We look forward to working together with you soon.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in cursive script that reads "John V. Ambrose".

John V. Ambrose, PE
Vice President

JVA:df

WBK ENGINEERING, LLC (SUBCONSULTANT)

CECS

Route	Kautz Road
Local Agency	City of St Charles, City of Geneva
Section	19-00117-00-PV
Type of Funding	Local (Anticipated)

**FINAL ENGINEERING
FOR
KAUTZ ROAD WIDENING AND RECONSTRUCTION – LONGEST DRIVE TO SWENSON AVE.**

CITY OF ST CHARLES & CITY OF GENEVA

SCOPE OF SERVICES

The City of Geneva and City of St Charles has initiated a project requiring professional engineering services by Transystems with WBK Engineering LLC as a subconsultant (WBK) for the performance of Final Engineering for the widening and reconstruction of Kautz Road from Longest Drive to Swenson Avenue.

UNDERSTANDING OF THE PROJECT

Existing Roadway. Kautz Road is an urban two-way major collector road running along the county line of unincorporated Kane County and DuPage County in a north-south direction. Kautz Road extends between IL 38 to the south and Illinois Route 64 (IL 64) to the north. North of IL 64, Kautz Road becomes Smith Road, which eventually combines with Powis Road and continues north until ending at its intersection with Stearns Road in Bartlett, Illinois. Kautz Road generally consists of three lanes, with the exception of a segment of two-lane roadway approximately 0.6 miles in length within project limits. The existing posted speed limit is 40 mph. Kautz Road is a Designated Class II Truck Route starting at IL 38 and continuing north to Geneva Drive, and from IL 64 and continuing south to Toni Street. The section between Geneva Drive and Toni Street is not a designated truck route and is therefore restricted to truck traffic. Maintenance responsibility and jurisdiction of the road is divided at the municipal boundary, with the City of Geneva to the south, and the City of St. Charles to the north. There is no State Route involvement anticipated in this project, as the nearby IL 38 intersection was recently improved and not part of the current project. See Exhibit 2 – Roadway Classification Map. The Union Pacific (UP) Railroad runs along the east side of the roadway in the space between Kautz Road and the DuPage County Regional Airport and Prairie Landing Golf Club. There is one at-grade railroad crossing located just south of Geneva Drive within the study limits. It is a radial spur from the UP Railroad line that leads to a refrigerated distribution facility on the west side of Kautz Road. While this spur is part of the overall UP Railroad system network, the crossing is privately owned and maintained by the property owner that it serves. This spur is used for loading and unloading at the facility, with only one or two trains crossing per month on average. There is one additional railroad crossing along Kautz Road, but it is located north of the study limits, just north of Stern Avenue.

The proposed project includes pavement reconstruction, widening to include a two-way left-turn lane (TWLTL), construction of curbs and gutters, relocating impacted utilities including light poles, and completing the existing gap between the two MUP sections to improve pedestrian and bicycle facilities.

Summary. The *Scope of Services* for the final engineering involves preparation of plans, specifications, estimates of cost, bid documents, and permits for construction of the proposed improvements. WBK's scope of services include; supplemental survey, verification of right of way, preparation of plats and legals, preparation of plat of survey, and drainage design.

1. SUPPLEMENTAL SURVEY

- 1.1 **Supplemental Surveys.** The work-hour estimate assumes a limited topographic survey will be required to assess any additional or changed site conditions after completing the preliminary design.
- A. Re-establish vertical and horizontal control points for supplemental surveys and for reference on Alignment, Ties and Benchmark plan sheet to be included in the plans set.
 - B. The supplemental survey data will be downloaded and reviewed for completeness.
 - C. The existing conditions base drawings and digital terrain model will be revised.

2. VERIFICATION OF RIGHT OF WAY

- 2.1 This task includes performing necessary courthouse research that will include all the plats, deeds, and right of way documents for each parcel within the project limits and adjoining the project. Title commitments will be used to assist with the research of these documents.
- 2.2 Monument reconnaissance will be performed in the field to find the physical monumentation to determine the existing right of way of Kautz Road and all secondary streets within the project limits.

3. PREPARATION OF PLAT OF HIGHWAYS AND LEGAL DESCRIPTIONS FOR ACQUISITIONS

- 3.1 This task includes meetings to coordinate easements and acquisitions.
- 3.2 A plat of highways for the Kautz Road Improvements will be prepared in the standard format of IDOT. We understand that up to thirteen (13) parcels within the project limits will be affected by the roadway improvements as shown on page 68 of the draft PDR. We have included up to sixteen (16) right of way/easement parcels as part of this task. The plat of highways will be reviewed and signed by a licensed Professional Land Surveyor in the State of Illinois.
- 3.3 We will use the Plat of Highways to create legal descriptions for up to sixteen (16) right of way/easement parcels. The legal descriptions will be written and reviewed by a licensed Illinois Professional Land Surveyor.
- 3.4 We assume addressing up to two sets of review comments from the Cities involved.
- 3.5 Up to 14 title commitments will be ordered to assist in the determination of the existing right of way and existing easements. We have assumed cost of \$600 for each title commitment.

4. DRAINAGE DESIGN

- 4.1. This task includes finalizing storm sewer design from the Phase I task including checking hydrologic and hydraulic calculations for the laterals as well as the trunk line storm sewer, and making any changes to the systems since the Phase I design.

- 4.2. Inlet spacing calculations will be verified to check pavement encroachment for the design 10- year event.
- 4.3. WBK will finalize the design and hydraulic capacity of the drainage swales and ditches for the project.
- 4.4. This task also includes preparation of summary tables which indicate type, size, frame and grate, inverts and rims of structures, and pipe sizes, slopes, and inverts.
- 4.5. The design of the detention basin and BMP's will be finalized, checking volumes and slopes.
- 4.6. A design report will be prepared summarizing the hydraulic calculations for the proposed storm sewer, methodology, and assumptions. This report will be submitted to the Airport Authority for review and approval for connection to their storm sewer system. We assume these hydraulic calculations will be delivered to Transystems to be included in the City Stormwater Permit for the project.

5. ROADWAY PLANS- DRAINAGE DESIGN

We anticipate the plans will be developed and submitted to IDOT as two (2) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-five percent (95%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. This final submittal will include final quantity calculations, and special provisions.

5.1 **WBK Prepare the Drainage Plans.** WBK will prepare the civil drainage plan and profiles based on the limits of improvements depicted on the Phase I documents. WBK's plans will consist of the following drawings:

- A. Drainage and Utilities Plan and Profile 6 Sheets
- B. Detention Basin Grading Plan 1 Sheet

- 5.2 Drainage details will be coordinated for any special structures (special inlets, restrictor manhole).
- 5.3 The ditches and swales in the final cross sections will be checked for correct geometric design to confirm capacity.
- 5.4 The work will include preparation of a grading plan depicting the proposed detention/ BMP basin located between stations 1148+00 and Station 1153+00.
- 5.5 We anticipate one update to the plan sheets based on culmination of comments from the City of Geneva, the City of St Charles, and any regulatory agency.

6. QUANTITY CALCULATIONS

- 6.1 Quantity calculations will be prepared and conform to the requirements of Section 11-5 of the BLRS Manual and the BDE Manual, Chapter 64.
- 6.2 WBK will prepare quantity computations for each submittal stage (90% & 100%) of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel.

The Standard Specifications for Road and Bridge Construction, Supplemental Specifications and the Recurring Special Provisions will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the IDOT Coded Pay Items on the IDOT website.

- 6.3 Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer

7. PROJECT SPECIFICATIONS

- 7.1 WBK will prepare contract specifications and special provisions related to drainage items for each submittal stage of the project. The IDOT Standard Specifications and Supplemental Specifications are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions* or *Guide Bridge Special Provisions*, a project specific Special Provision will be written by WBK for drainage related items. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and the *BDE Manual, Chapter 66*.

- 7.2 The work under this task includes time associated with preparing specifications documents, coordination of printing and distribution of specifications to Transystems.

8. PROJECT ADMINISTRATION & MEETINGS

The successful management of a project requires scheduling and reporting of the progress of the project. Work will include the following task:

- 8.1 **Task Management.** WBK will manage tasks associated with work reviews, budget adherence, manpower, internal project meetings, contract administration and invoicing
- 8.2 **Monthly Reports.** WBK will prepare and submit monthly progress reports during months when engineering activities occur, and invoices are due (Assume 18).

8.3 **Internal Reviews.** WBK will perform reviews of all design elements associated with the project.

8.4 **Meetings:** WBK Anticipates the following meetings with one person attending per meeting with each meeting lasting approximately one hour.

- A. Progress Meetings (Assume 5)
- B. Coordination Meetings (Assume 3)

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope and would be considered as additional services if required by Transystems or any other agency for the completion of this project.

- A. Analysis of offsite drainage systems
- B. Structural design of any drainage structures

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Phase II drainage
Kautz Road Phase II

Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structure

Description		Engineer VI	Engineer II	Engineer I	Technician III	Sub-Consultant Costs	In House Direct Costs
1	Supplemental Survey						
	1.1 Re-establish vertical and horizontal control points	7			7		
	1.2 Pickup survey	14			14	\$ 652.91	
	1.3 Update base drawings	7			7		
	SUB-TOTAL	28.0			28.0	\$ 652.91	\$ 58.65
	PERCENT				100%		
2	Right of way Verification						
	2.1 Courthouse Research						
	2.2 Establish Existing ROW (monuments reconnaissance)	25			25	\$ 2,937.60	
	SUB-TOTAL	25.0			25.0	\$ 2,937.60	\$ -
	PERCENT				100%		
3	Plat of Highways/ Legal Descriptions						
	3.1 Meetings					\$ 408.00	
	3.2 Plats of highways					\$ 12,185.60	
	3.3 Legal Descriptions					\$ 4,569.60	
	3.4 Comments/Resubmittal					\$ 1,142.40	
	SUB-TOTAL					\$ 18,305.60	\$ 5,712.00
	PERCENT						
4	Drainage Design						
	4.1 Storm sewer design						
	4.1.1 Segment A			10			
	4.1.2 Segment B	1		10			
	4.1.3 Segment C	1		11			
	4.2 Inlet Spacing Calculations	3	5				
	4.3 Design of Ditch/swales	2	7				
	4.4 Tables	3		10.5			
	4.5 Detention Pond Design	1	5				
	4.6 Report	3	8				
	SUB-TOTAL	80.5	14.0	25.0	41.5	\$ -	\$ 4.98
	PERCENT		17%	31%	52%		
5	Drainage Plans						
	5.1 Drainage Plan and Profiles						
	5 sheets	10	10		51		
	5.2 Drainage Details	2	5		11		
	5.3 Checking x sections	3		4			
	5.4 Pond Grading Plan	2		4	5		
	5.5 Update to plans based on comments from Transsystems/stcharles/Geneva	7	14		16		
	SUB-TOTAL	144.0	24.0	29.0	8.0	\$ -	\$ 164.04
	PERCENT		17%	20%	6%	58%	
6	Summary of Quantity						
	6.1 Summary of Quantities (90%)		1		7		
	6.2 Summary of Quantities (100%)		1		5		
	SUB-TOTAL	14.0	2.0		12.0	\$ -	\$ 2.10
	PERCENT		14%		86%		

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Phase II drainage
Kautz Road Phase II

Route
 Local Agency
 Section
 Project
 Job No.
 Existing Structure

Description					Engineer VI	Engineer II	Engineer I	Technician III	Sub-Consultant Costs	In House Direct Costs
7	Project Specifications									
	7.1	Project Specifications (90%)			1		2			
	7.2	Project Specifications (100%)			1		1			
SUB-TOTAL					5.0	2.0	3.0		\$ -	\$ 1.05
PERCENT					40%		60%			
8	Project Administration									
	9.1	Project management/Project coordination/ billing								
	9.1.1	Task Management			3					
	9.1.2	Monthly Reports			6					
	9.1.3	Internal Reviews			3					
	9.2	Meetings								
	9.2.1	Progress (5 meetings-1 person @1 hr/ ea.)			4					
	9.2.2	Coordination (3 meetings- 1 person @ 1 hr/ea)			2					
SUB-TOTAL					18.0	18.0			\$ -	\$ -
PERCENT					100%					
TOTALS					314.5	60.0	54.0	64.5	136.0	\$ 21,896.11
PERCENT					19%	17%	21%	43%		\$ 5,942.82

**Phase II drainage
Kautz Road Phase II
Geneva**

Route 0
Local Agency Transsystems
Section 0
Project 0
Job No. 0
Existing Structure No. 0

*Firm's **approved rates** on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate (OH) 157.74 %
Complexity Factor (R) 0.000
Calendar Days 0

Method of Compensation:
Cost Plus Fixed Fee 1 ● 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ○ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ○ 14.5%[(2.3 + R)DL + IHDC]
Specified Rate ○ (0.37 + R) DL
Lump Sum ○

Date: 9/14/2020

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Supplemental Survey						\$ 652.91	\$ 58.65	\$ 8.50	\$ 720.06
	Technician III	28.0	\$36.60	\$1,024.80	\$1,616.52			\$382.99	\$3,024.31
2 Right of way Verification						\$ 2,937.60	\$ -	\$ 0.00	\$ 2,937.60
	Technician III	25.0	\$36.60	\$915.00	\$1,443.32			\$341.96	\$2,700.28
3 Plat of Highways/ Legal Descriptions						\$ 18,305.60	\$ 5,712.00	\$828.24	\$24,845.84
4 Drainage Design						\$ -	\$ 4.98	\$ 0.72	\$ 5.70
	Engineer VI	14.0	\$78.63	\$1,100.82	\$1,736.43			\$411.40	\$3,248.65
	Engineer II	25.0	\$33.00	\$825.00	\$1,301.36			\$308.32	\$2,434.68
	Engineer I	41.5	\$27.19	\$1,128.39	\$1,779.91			\$421.70	\$3,330.00
5 Drainage Plans						\$ -	\$ 164.04	\$23.79	\$187.83
	Engineer VI	24.0	\$78.63	\$1,887.12	\$2,976.74			\$705.26	\$5,569.12
	Engineer II	29.0	\$33.00	\$957.00	\$1,509.57			\$357.65	\$2,824.22
	Engineer I	8.0	\$27.19	\$217.52	\$343.12			\$81.29	\$641.93
	Technician III	83.0	\$36.60	\$3,037.80	\$4,791.83			\$1,135.30	\$8,964.93
6 Summary of Quantity						\$ -	\$ 2.10	\$ 0.30	\$ 2.40
	Engineer VI	2.0	\$78.63	\$157.26	\$248.06			\$58.77	\$464.09
	Engineer I	12.0	\$27.19	\$326.28	\$514.67			\$121.94	\$962.89
7 Project Specifications						\$ -	\$ 1.05	\$ 0.15	\$ 1.20
	Engineer VI	2.0	\$78.63	\$157.26	\$248.06			\$58.77	\$464.09
	Engineer I	3.0	\$27.19	\$81.57	\$128.67			\$30.48	\$240.72
8 Project Administration						\$ -	\$ -	\$ 0.00	\$ 0.00
	Engineer VI	18.0	\$78.63	\$1,415.34	\$2,232.56			\$528.95	\$4,176.85
	Engineer I	0.0	\$27.19	\$ 0.00	\$ 0.00			\$ 0.00	\$ 0.00
9 0						\$ -	\$ -	\$ 0.00	\$ 0.00
	Engineer VI	0.0	\$78.63	\$ 0.00	\$ 0.00			\$ 0.00	\$ 0.00
Totals		314.5		\$ 13,231.16	\$ 20,870.82	\$ 21,896.11	\$ 5,942.82	\$ 5,806.48	\$ 67,747.38

Phase II drainage

In-House Direct Costs (IHDC)

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant WBK Engineering, LLC

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3	
			Supplemental Survey		Right of way Verification		Plat of Highways/ Legal Descriptions	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575	102	\$58.65		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00	1	\$5,712.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$58.65		\$0.00		\$5,712.00

Phase II drainage

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

In-House Direct Costs (IHDC)

Consultant WBK Engineering, LLC

			TASK 4		TASK 5		TASK 6	
			Drainage Design		Drainage Plans		Summary of Quantity	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00	68	\$68.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575		\$0.00	43	\$24.73		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66	3	\$1.98	31	\$20.46		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00	34	\$6.80		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15	20	\$3.00	27	\$4.05	14	\$2.10
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00	1	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$4.98		\$164.04		\$2.10

Phase II drainage

In-House Direct Costs (IHDC)

Route 0
 Local Agency 0
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant WBK Engineering, LLC

			TASK 7		TASK 8		TASK 9	
			Project Specifications		Project Administration		0	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15	7	\$1.05		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$5,712.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$1.05		\$0.00		\$0.00