



Engineering Enterprises, Inc.

July 29, 2016

Mr. Ken Schroth, P.E.
Director of Public Works / City Engineer
City of Aurora
Engineering Division
44 East Downer Place
Aurora, IL 60507

**Re: *Contract Supplement #1 for Farnsworth Roadway Improvements
Phase I and Phase II
City of Aurora, Illinois***

Dear Mr. Schroth:

Thank you for the opportunity to submit this Contract Supplement #1 for professional services for the Farnsworth Avenue Roadway Improvements project. The original agreement when the scope of the improvements became a federally funded STP-Bridge project was dated December 9, 2013.

Per your request, please find attached our contract supplement for professional engineering services for the subject project. We have attached four (4) originals of the contract supplement and supporting documentation for your consideration and City execution. Upon approval, please execute all four contracts and submit them to IDOT along with four copies of a supplemental resolution (if you plan to use MFT Funds to pay for the services).

The detailed scope of services for this supplement to the project is noted in the attached agreement for Professional Engineering Services. This project will be processed through IDOT following Bureau of Local Roads and Streets criteria. This supplement to the scope includes revisions (to the original scope) requested by the City, such as changing the proposed sidewalk on the west side of roadway to a shared use path, extending the length of proposed water main replacement beyond the reconstruction portion, completing the Letter of Map Revisions (LOMR) post-construction, and research and changes to parapets, railings, and parapet end treatments (and associated impacts to the structure design). These changes also required additional right-of-way acquisition, so the supplement also addressed the additional land acquisition services to complete the project. Our supplement presents in more detail the level of effort required for the changes in scope.

The additional project scope has resulted in a significant increase in estimated construction cost. The estimated construction value in the original Project Program Information (PPI) form was \$2,760,000. The current estimate of the construction costs with the Pre-Final Plans, Specifications and Estimates (PS&E) submittal is \$4,085,485. As you know we have worked with IDOT on project funding

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throughout the project, and we presume the City is pleased with IDOT agreeing to fund such a large percentage of the overall project.

After combining the original agreement amounts to the supplement, the revised cost of services for Phase I is \$167,554.92, which is 4.1% of the total construction estimate. The revised cost of the services for Phase II is \$292,786.90, which is 7.2% of the total construction estimate. These costs are within or below percentage cost shares expected on IDOT projects – 6%-8% is generally used for Phase I and 8%-10% for Phase II depending on the size and complexity of the project.

The remaining amount of the supplement is \$155,217.44, which accounts for the LOMR and right-of-way acquisition services. There usually is not a typical percent of construction associated with right-of-way acquisition services as the land acquisition can vary greatly and is independent of the scope of the project. However, the revised cost of all engineering services including right-of-way acquisition would be \$615,559.25, which is 15.1% of the total construction estimate.

Thank you for this opportunity to submit this Supplement. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Timothy V. Weidner, P.E.
Project Manager – Project PM



Jeffrey W. Freeman, P.E., CFM, LEED AP
Vice President – Project PIC

Enclosure

pc: Souts Thavong, P.E., CFM, Dan Feltman, P.E., CFM, Chris Lirot, P.E. – City of Aurora (Electronic)
PGW, JWF, CCJ – EEI (Electronic)

Local Agency City of Aurora	L O C A L A G E N C Y	Preliminary Engineering Services Agreement Supplement No. 1	C O N S U L T A N T	Consultant Engineering Enterprises, Inc.
County Kane				Address 52 Wheeler Road
Section 13-00302-00-BR				City Sugar Grove
Project No. BRM-4003(346)				State Illinois
Job No. C-91-363-14				Zip Code 60554
Contact Name/Phone/E-mail Address Souts Thavong 630.256.3207 SThavong@aurora-il.org				Contact Name/Phone/E-mail Address Timothy V. Weidner, P.E. 630.466.6700 tweidner@eeiweb.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Farnsworth Avenue Route FAP 360 Length 0.50 mi Structure No. EX 045-6012

Termini ~800' South of Mountain Street to Sheffer Road

Description Supplement #1 for Phase I and II Engineering Services and right of way acquisition services for the replacement of the bridge over the Indian Creek and related drainage and roadway improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

II. THE LA AGREES,

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

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

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

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

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

☐ With Retainage

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

☒ Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$113,143.93
Sub-Consultants:	TIN Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$55,501.03
Cviltech Engineering, Inc.	36-3606666	\$6,000.00
Santacruz Land Acquisitions	36-3851733	\$5,300.00
	Sub-Consultant Total:	\$66,801.03
	Prime Consultant Total:	\$113,143.93
	Total for all Work:	\$179,944.96

Executed by the LA:

City of Aurora

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City _____ Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: Ange Smith

Title: Administrative Assistant

Engineering Enterprises, Inc.

By: Jeffrey W. Freeman (AS)

Title: Vice President

**FARNSWORTH AVENUE
SECTION 13-00302-00-BR
CITY OF AURORA**

**SCOPE OF ADDITIONAL SERVICES
SUPPLEMENT #1**

Project Scope Change Understanding

The project consists of a Phase I study following Federal Standards as outlined in the Illinois Department of Transportation (IDOT) Bureau of Design and Environment (BDE) manual, completion of Phase II Engineering following IDOT Bureau of Local Roads and Streets (BLRS) standards, and right-of-way acquisition services. The major changes in scope are detailed in this section below. These changes are further discussed, along with other changes in scope and additions, in the “Additions to Scope of Work” section.

The City of Aurora (City) directed the design team to install a 10-foot bike path on the west side of the bridge and maintain a 5-foot sidewalk on the east side. Previous direction had been given to maintain a 5-foot sidewalk on both sides. This change in scope requires a wider bridge to accommodate the wider path, which also requires changes to the roadway plans. Additionally, the required Right-of-Way along the west side of the project changed, resulting in an additional two parcels of land acquisition.

The City also directed the design team to extend the water main replacement beyond the original limits (replacement in the roadway reconstruction portion only). The new water main limits were extended to meet the recent water main replacement on the north side of the project and to replace the existing cast-iron water main and appurtenances on the south side of the project.

Finally, the City also directed the design team to make several changes to the parapets, railings, and end treatments on the bridge. Due to changing regulations, research and discussion with IDOT and FHWA was required to determine what would be acceptable for this structure. This change in scope required additional detailing, changes to the structure plans, and changes to the roadway plans. Any changes caused a domino effect requiring the development of several complicated details that are not typically needed for simple creek bridges as originally envisioned.

Additions to Scope of Work

In order to successfully complete this project per the City’s change in scope, various items will need to be addressed during the design engineering for this project. Our proposed supplemental scope of services will include the following:

- A. Change sidewalk on west side of roadway to shared use path from Mountain to Sheffer.
 - 1. Revise roadway design (typical sections, plan and profiles, cross sections, and details) to accommodate shared use path.
 - 2. Incorporate shared use path with separation barrier, including additional load to the structure, into BCR, TS&L, and final plans.
 - 3. Incorporate more complex staging details into TS&L and final plans.

- B. Additional bridge investigation and design
 - 1. Add bridge aesthetic including an ornamental fence, ornamental railings and form liner on the parapets.
 - 2. Investigate various different parapet, railing, pilaster, guardrail and parapet end treatment options with IDOT BBS and FHWA than originally selected.
 - 3. Special detail to drain water through box beam due to curbed bridge roadway and minimal crest in profile.
 - 4. Special floor drain detail for use with the highly prestressed deck beams.
 - 5. Additional deck beam configurations due to changes in the scope of the project.
 - 6. Various bridge elements were designed/detailed and either changed or deleted close to IDOT submittal including parapet location, pilasters, and base sheets issued by IDOT.
- C. Additional right-of-way acquisition services
 - 1. Plat of Highways and Legal Descriptions for the additional two parcels.
 - 2. Title Commitments for the additional two parcels and the previously identified fifteen parcels (title commitments were required but not previously identified in the agreement).
 - 3. Appraisals and Review Appraisals for the additional two parcels.
 - 4. Negotiations for the additional two parcels.
- D. Additional miscellaneous design work
 - 1. Extra design effort to run fiber optic conduits from Mountain to Sheffer and electric conduits at bridge.
 - 2. Revision of hydraulic analysis and compensatory storage calculations for revised bridge configuration.
 - 3. Evaluation of compensatory storage and Letter of Map Revision (LOMR)
 - 4. Revision of water main design to accommodate additional length of water main to be replaced. The initial hours budgeted were also underestimated for typical water main design projects.
 - 5. The design of the resurfacing section south of Mountain Street was more extensive due to full replacement of curb and gutter throughout a superelevation roadway section. There were also changes to sidewalk to accommodate PACE bus comments and to avoid variances. Plans were also updated to incorporate recent changes to the Farnsworth Bridge over the BNSF, which overlaps this project.
 - 6. Crash Data was more extensive than the hours budgeted in the original agreement.
 - 7. Open House Public Hearing was more extensive than the hours budgeted in the original agreement.
 - 8. Northern Long-Eared Bat survey was required by IDOT for the existing culverts.
 - 9. Sanitary sewer modifications due to Fox Metro requests and datum issues.
 - 10. Additional staging review and design based on IDOT Safety Engineering Policy Memorandum 4-15 (March 1, 2015).
 - 11. Additional exhibits, specifications, coordination, and QA/QC effort for all of the above.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	Engineering Enterprises, Inc. Supplement 1	DATE PTB NO.	07/15/16 	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	199.32% 0 3.00%
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ESCALATION PER YEAR

4/1/2014 - 2/20/2015	2/21/2015 - 2/20/2016	2/21/2016 - 9/20/2016	
11	12	7	30
30	30	30	30
36.67%	41.20%	24.75%	
1.0262		2.62%	

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Engineering Enterprises, Inc.
Supplement 1

DATE _____

07/15/16

ESCALATION FACTOR

2.62%

[illegible]

DATE 07/29/16DBE 0.00%

FIRM Engineering Enterprises, Inc.

FIRM

PTB

PRIME/SUPPLEMENT Supplement 1

Engineering Enterprises, Inc.

DATE 07/29/16

SHEET

1 OF 4

[illegible]

FIRM Engineering Enterprises, Inc.

PTB

PRIME/SUPPLEMENT Supplement 1

DATE _____

07/29/16

SHEET

3

FO

4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Cross Sections			Landscaping, Signage, Pavement Marking, Guardrail			Bridge Design & Coordination			ROW Appraisal/Negotiation Coordination			Project Administration, Meetings, Consultation, Coordination (Ph. II)			Quality Control / Quality Assurance, Dispositions & Revisions (Ph. II)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Principal	81.41																		
Principal	64.84							4	6.67%	4.32				12	20.00%	12.97	8	25.00%	16.21
Sr. Proj. Manager	53.61																		
Proj. Manager	42.99	4	20.00%	8.60				16	26.67%	11.46	4	100.00%	42.99	48	80.00%	34.39	24	75.00%	32.24
Sr. Proj. Eng/Surv II	39.25	8	40.00%	15.70	8	66.67%	26.17	40	66.67%	26.17									
Sr. Proj. Eng/Surv I	36.55																		
Proj. Eng/Surv	29.40																		
Assoc. Eng/Surv	14.37																		
Sr. Proj. Tech II	38.80																		
Sr. Proj. Tech I	34.05	8	40.00%	13.62	4	33.33%	11.35												
Admin. Assistant	27.28																		

ALFRED BENESCH & COMPANY
Bridge Sub-Consultant

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Alfred Benesch & Co	DATE	06/14/16
PRIME/SUPPLEMENT	Supplement 1	PTB NO.	n/a
CONTRACT TERM	30 MONTHS	OVERHEAD RATE	159.91%
START DATE	4/1/2014	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2015	% OF RAISE	3.00%

ESCALATION PER YEAR

4/1/2014 - 1/1/2015	1/2/2015 - 1/1/2016	1/2/2016 - 10/1/2016	
9	12	9	
30	30	30	
= 30.00%	41.20%	31.83%	
= 1.0303		3.03%	

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME Alfred Benesch & Co DATE 06/14/16
PRIME/SUPPLEMENT Supplement 1
PSB NO. n/a

ESCALATION FACTOR 3.03%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Principal	\$70.00	\$70.00
Sr. Project Manager	\$66.53	\$68.54
Project Manager 1	\$47.38	\$48.81
Sr. Project Engineer	\$48.45	\$49.92
Project Engineer II	\$38.44	\$39.60
Project Engineer I	\$35.36	\$36.43
Senior Designer	\$37.35	\$38.48
Designer II	\$31.72	\$32.68
Designer I	\$28.56	\$29.42
Sr. Technical Specialist	\$45.17	\$46.54
Technical Specialist II	\$32.00	\$32.97
Technical Specialist I	\$27.50	\$28.33
Sr. Technologist	\$33.90	\$34.93
Project Assistant I	\$19.40	\$19.99
Office Assistant	\$15.90	\$16.38
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Alfred Benesch & Co
PRIME/SUPPLEMENT Supplement 1
PSB NO. n/a

DATE 06/14/16

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

DF-824-039
REV 12/04

DATE 06/14/16

n/a

OVERHEAD RATE

1.5991

Supplement 1

COMPLEXITY FACTOR

0

[illegible]

DBE

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 6/14/2016 3:48 PM

CIVILTECH ENGINEERING, INC.
Right-of-Way Appraisal Sub-Consultant

June 9, 2016

Mr. Timothy Weidner
Project Manager
Engineering Enterprises, Inc.,
52 Wheeler Road
Sugar Grove, IL 60554-9595

Re: Farnsworth Avenue, Aurora, IL
Appraisal Services – Supplement #1

Dear Mr. Weidner

Civiltech Engineering can provide appraisal and appraisal review services for the improvements to Farnsworth Avenue in Aurora, Illinois. The project consists of appraisals and reviews for two (2) additional partial acquisitions needed to construct the project beyond the fifteen (15) previously identified parcels. It is my understanding that the title, plat of highway and legal description will be provided for each parcel by the client. Civiltech will perform the appraisal and coordinate the appraisal review services as part of this proposal.

We have engaged IDOT approved subcontractor; T Engineering Services for the appraisal review function. Civiltech will perform the appraisal and coordinate the appraisal review process. Fees for the services are as follows:

Appraisal: 2 parcels at \$2,000 per parcel

Appraisal Review: 2 parcels at \$1,000 per parcel

All appraisal and appraisal review reports will be performed in accordance with the Land Acquisition Policies and Procedures Manual, Exhibits and Visual Guide of the State of Illinois, Department of Transportation. All of the above services will be provided within a reasonable time frame that will be mutually agreed upon at a future date. It is understood that appearances in court and pretrial conferences may be required in relation to the valuation services called for herein and it is agreed that such appearance or appearances shall be made upon request of the City of Aurora or its trial counsel. In event of such services being requested, they can be provided at an hourly rate of \$250/hour.

If you have further questions please feel free to call me at (630) 735-3385.

Very truly yours,

A handwritten signature in black ink, appearing to read "David W. White".

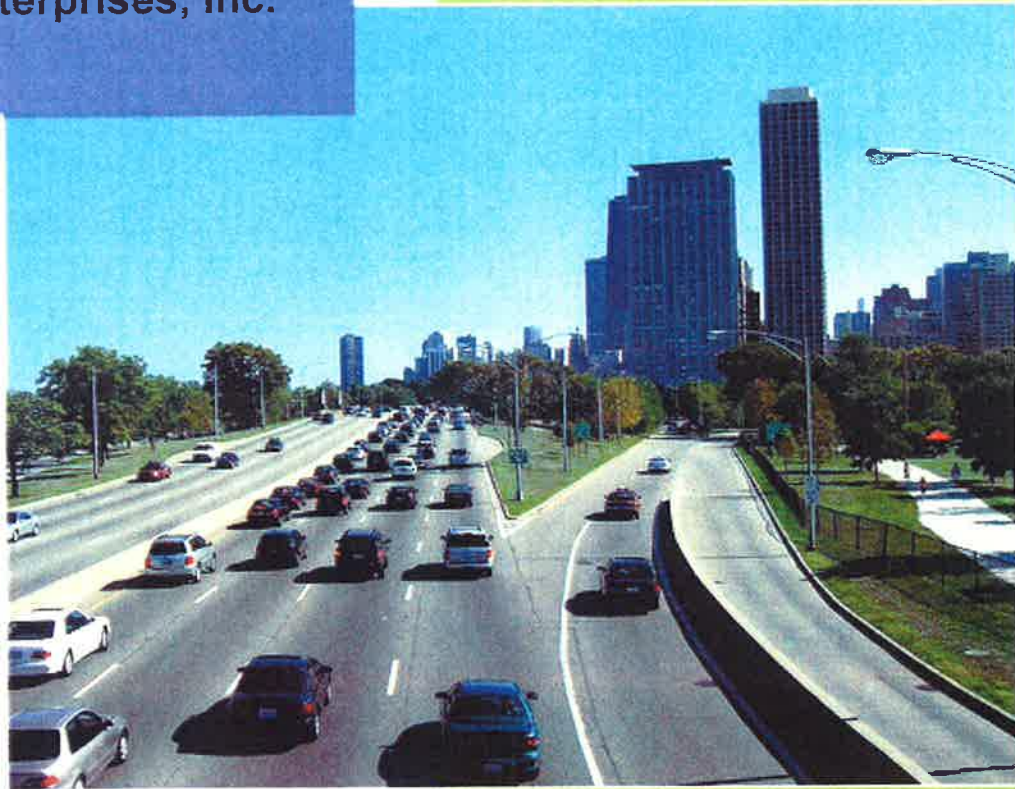
David W. White
Director of Valuation Services
Civiltech Engineering, Inc.

SANTACRUZ LAND ACQUISITIONS
Negotiation Sub-Consultant

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Aurora

Engineering Enterprises, Inc.

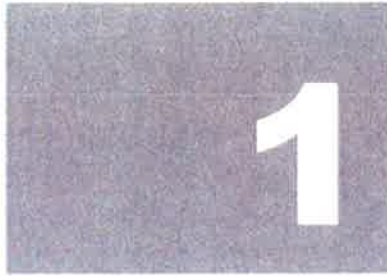


Farnsworth Ave. Bridge

**Santacruz Land
Acquisitions**

2650 Valor Drive · Glenview, IL 60026
www.santacruz-associates.com

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



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 Aurora**, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

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

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

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

Santacruz Land Acquisitions is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or **Engineering Enterprises, Inc.**, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the replacement of the Farnsworth Ave. Bridge (the “Project”) to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

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

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

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

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

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that Santacruz Land Acquisitions has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart 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
- 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.

We provide extensive experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

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 Associates Ltd. d/b/a Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **two (2)** additional projected parcels of right-of-way, is as follows:

NEGOTIATIONS: **\$4,600.00.**

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include **\$350.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$350.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$5,300.00** as follows:

Land Acquisition Services	\$4,600.00
Direct Billable Expenses	\$700.00