

Municipality City of Aurora	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Santacruz Land Acquisitions
Township				Address 222 Northfield Road – Suite 201
County Kane				City Northfield. IL 60093
Section 14-00210-02-PV				State Illinois

THIS AGREEMENT is made and entered into this 23rd day of July, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name East New York Street

Route FAU 1522 Length 0.95 Mi. 5016.00 FT (Structure No. _____)

Termini Farnsworth Avenue to Welsh Drive

Description:
Land acquisition negotiation services for the reconstruction and widening of East New York Street.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. Perform land acquisition negotiation services (See Exhibit 1)
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

- c. To pay the ENGINEER per the fee schedule in Exhibit 1 for the parcels directed by the City to be completed, in an amount not to exceed \$62,700.00
2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

City of Aurora _____ of the
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By _____

By _____

Title _____

Clerk

(Seal)

Executed by the ENGINEER:

Santacruz Land Acquisitions

222 Northfield Road – Suite 201

Northfield, IL 60093

ATTEST:

By *[Signature]*

By *[Signature]*

Title VICE PRESIDENT

Title PRESIDENT

Approved

Date
Department of Transportation

Regional Engineer

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Aurora



**E. New York Street
from Farnsworth Ave.
to Welsh Drive**

**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

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 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.

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

Santacruz Land Acquisitions (“**Santacruz**”) will work with the staff for the LPA and/or H.R. Green, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of E. New York Street from Farnsworth Avenue to Welsh Drive (the “Project”) to assure that the goals are met.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. 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 condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

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

We 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.

TEAM ORGANIZATION

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

WHY SANTACRUZ LAND ACQUISITIONS?

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

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

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 **nineteen (19)** projected parcels of right-of-way, is as follows:

NEGOTIATIONS: **\$53,200.00.**

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 **\$500.00** per parcel for these charges. Should **Santacruz** shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance, **Santacruz** 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 **\$62,700.00** as follows:

Land Acquisition Services	\$53,200.00
Direct Billable Expenses	\$9,500.00

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TECHNICAL APPROACH

Santacruz shall perform all necessary services in the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

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

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start 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: 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).

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 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

Compensation for Services

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,800.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,500.00

Witness Services

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

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ May requires supplemental work order.