



Local Public Agency Engineering Services Agreement

Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal PE	Agreement Type Supplement	Number 1
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LOCAL PUBLIC AGENCY

Local Public Agency City of Aurora, IL	County Kane	Section Number 19-00329-00-CH	Job Number D-91-386-20
Project Number ZHIL(299)	Contact Name Roopa Anjanappa	Phone Number (630) 256-3200	Email AnjanappaR@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name Montgomery Road	Key Route FAU 3579	Length 6000	Structure Number N/A
Location Termini at Hill Avenue (FAP 360)			Add Location Remove Location

Project Description
Prepare Plat of Highways, appraisals, and negotiation services for the intersection at Montgomery Road and Hill Avenue. Supplemental wetland and special waste services are also included.

Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Rebuild Illinois Bond funds
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Rebuild Illinois Bond funds

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name HR Green, Inc.	Contact Name P.J. Fitzpatrick	Phone Number (630) 708-5091	Email pjfitzpatrick@hrgreen.com
Address 2363 Sequoia Drive, Suite 101	City Aurora	State IL	Zip Code 60506

THIS AGREEMENT IS MADE 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. Project funding 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E: Sub-consultant proposal (SantaCruz)
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
9. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. 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 LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. 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 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 statue conviction for a violation occurring int he workplace no later than (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 maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
 - (a) That tracing, 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 LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$136,909.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Santacruz Land Acquisitions	36-3851733	\$91,200.00
Subconsultant Total		\$91,200.00
Prime Consultant Total		\$136,909.00
Total for all work		\$228,109.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type of Local Public Agency
City of Aurora, IL

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

City of Aurora, IL

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

HR Green, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora, IL	HR Green, Inc.	Kane	19-00329-00-CH

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

EXHIBIT A SCOPE OF SERVICES
FOR FEDERAL PARTICIPATION PROJECTS
See attached Exhibit A

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora, IL	HR Green, Inc.	Kane	19-00329-00-CH

**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora, IL	HR Green, Inc.	Kane	19-00329-00-CH

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal 11/27/19

Method(s) used for advertisement and dates of advertisement

City of Aurora Website (Bids & Solicitations) - Advertised 11/4/2019

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	30%
Staff Capabilities	20%
Schedule	20%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

City Traffic Engineer, Road and Bridge Coordinator and Transportation Engineer.

Top three consultants ranked for this project in order	
1	HR Green, Inc.
2	Crawford, Murphy & Tilly
3	Baxter & Woodman

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, by and between, CITY OF AURORA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Montgomery Road and Hill Avenue Intersection Improvements

hereby amends the original Professional Services Agreement dated August 28, 2020 as follows:

CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

1.0 Project Understanding

The purpose of the Montgomery Road and Hill Avenue intersection improvements is to enhance the operational efficiency of the intersection for existing and projected traffic volumes, as well as to improve safety for motorists, bicyclists and pedestrians. The project consists of improving the intersection by widening and reconstructing both roadways for the addition of one (1) through lane in each direction on Hill Avenue, and the addition of exclusive right-turn lanes on Montgomery Road. In addition, the left-turn bays will be extended to provide additional storage.

The Project Development Report (PDR) has been completed as part of the overall Phase I study for Montgomery Road, from Briarcliff Road to Hill Avenue. The Kane County Division of Transportation (KDOT), who has jurisdiction of Montgomery Road west of Hill Avenue, was the lead agency for the Phase I study and received Design Approval (DA) on August 24, 2017. CLIENT has jurisdiction of the north leg of Hill Avenue and the east leg of Montgomery Road and will be the lead agency for the Phase II engineering and construction of the intersection. The Illinois Department of Transportation (IDOT) has jurisdiction of the south leg of Hill Avenue. It is anticipated that the project limits will be as shown in the PDR for both legs of Hill Avenue. However, the project limits on the east leg of Montgomery Road will be extended by approximately 1,200 feet to connect to the improved 3-lane section of Montgomery Road that begins approximately 400 feet east of Farnsworth Avenue (north leg). The project limits on the west leg of Montgomery Road will need to be determined with input from the City and KDOT but are assumed to be approximately 600 feet west of Hill Avenue, which will provide for the proposed left-turn lane storage/taper and a policy approach taper.

In general, this AMENDMENT governs the supplemental Phase II engineering services required for the land acquisition activities associated with the 12 impacted parcels (17 PINs), one City owned, as well as wetland delineations. These services include, but are not limited to, supplemental topographic surveys, boundary surveys, preparation of the Plat of Highways, legal descriptions, appraisals, review appraisals and negotiation services.

For the purposes of this AMENDMENT, it is assumed that the land acquisition services will conclude within 15 months of COMPANY receiving notice to proceed from CLIENT.

2.0 Scope of Services

COMPANY is the prime consultant providing the Phase II engineering services to CLIENT for the construction of the Montgomery Road and Hill Avenue intersection and, as such, all services will be provided through COMPANY. Section 2 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team.

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Survey Services

A. Supplemental Topographic Survey

Additional topographic survey will be collected in select areas identified during the Phase II design along the west leg of Montgomery Road and the south leg of Hill Avenue to include the north edge of Waubensee Creek. Survey will utilize existing survey control points and data will be incorporated into the existing base mapping for design.

B. Plat of Highways

COMPANY will prepare a Plat of Highways (POH) for the 12 parcels (17 PINs) that will be impacted by proposed right-of-way (ROW) and/or easement acquisition. Legal descriptions of ROW and easement parcels will be provided. The POH and legal descriptions will follow IDOT Bureau of Land Acquisition and CLIENT standards. Survey of each parcel will be based upon a title commitment obtained by COMPANY. The POH will be submitted to CLIENT and IDOT for review. Upon approval, COMPANY will provide one (1) mylar copy of the POH for signature and recording. After the POH is recorded, COMPANY will stake the proposed ROW as recorded with 5/8 inch steel bars or other suitable markers.

C. ROW Acquisition

COMPANY will provide for appraisals, review appraisals and negotiations for the acquisition of ROW and/or easements from up to 12 parcels (17 PINs), one parcel City owned and not requiring acquisition services. Upon successful completion of the negotiations, CLIENT will be provided with the conveyance and title documents required to acquire the ROW and/or easements, along with the Negotiator's Log documenting all negotiation activities.

2.2 Wetland Delineations

Wetland delineations were not included in the scope of services in the original agreement but may be required if the Phase I wetlands report cannot be obtained. COMPANY's efforts to obtain the report from the Phase I consultant and/or KDOT have not been successful. In order to avoid delays to the overall project schedule, the following tasks are included in this AMENDMENT and will be performed by COMPANY if necessary:

- A. The wetland delineation and report will be prepared in accordance with the current United States Army Corps of Engineers (USACE) methodology and priority will be given to delineation conducted during the growing season (May 1st to October 15th). If conducted outside of the growing season, all Floristic Quality Index (FQI) assessments will be considered preliminary.
- B. The report will include wetlands identified in watershed plans, Advanced Identification of Disposal Areas (ADID), and United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps.
- C. To determine wetland quality, the delineation will include a FQI using the latest USACE Chicago District calculator to obtain an FQI and C-Value in accordance with USACE Chicago District requirements.
- D. The delineation will include an aerial photograph with the data points and wetland boundaries clearly labeled.

- E. Wetland boundaries will be recorded with GPS units with sub-meter accuracy.
- F. Stream indicators including an ordinary high-water mark, defined bed and banks, sediments sorting and other features will be recorded in the field, and streams will be identified and classified as ephemeral, intermittent, or perennial.
- G. Photos of individual wetlands will be included in the report.

2.3 Supplemental Special Waste Review

The Montgomery Road and Hill Avenue intersection special waste review includes reviews by both IDOT for the State jurisdiction (south leg of Hill Avenue) and CLIENT for the remaining three (3) legs. The Illinois State Geological Survey (ISGS) issued the Preliminary Environmental Site Assessment (PESA) Validation Letter Report (PVLr) dated May 20, 2020. The PVLr (ISGS Project # 2823V) was conducted for the areas of State ROW within the original Montgomery Road project limits from IL 25 to Hill Avenue.

The PVLr identified five (5) recognized environmental conditions (RECs); however, only the Phillips Park Golf Course (Site #2823V-7) is within the project limits of the active intersection improvement at Montgomery Road and Hill Avenue. With the identification of RECs, IDOT would conduct a Preliminary Site Investigation (PSI) for REC parcels identified within the project limits that are on State ROW and where excavation will be required. The Phillips Park Golf Course is not within State ROW and therefore evaluating soil managed requirements becomes the local agency's responsibility.

COMPANY will update the local agency PESA prepared as part of the Phase I evaluation as included in the original AGREEMENT. However, to address the REC at Philip's Park Golf Course, IDOT may require/request subsurface soil sampling to determine the appropriate soil management approach. This may also be a requirement for any Clean Construction and Demolition Debris (CCDD) facilities if the soil needs to management off-site.

COMPANY proposes to include subsurface soil sampling as a part of this AMENDMENT in the event soil sampling will be needed to address either the IDOT comments regarding the REC identified in the ISGS PVLr or if required by a CCDD facility. The approach will generally follow the BLR Manual Section 20-12.05 for PSIs. Subsurface soil sampling will include the following:

- A. Develop an abbreviated PSI Work Plan.
- B. Collect three (3) soil samples from three (3) locations within the existing ROW along Philips Park Golf Course. Samples will be collected using a hand auger advanced up to a depth of eight (8) feet and submitted to a laboratory for analysis. No groundwater samples are anticipated.
- C. Review and tabulation of soil analytical results for inclusion in a PSI report and for use in a LPC 663 form if required. Results will be compared to either the Illinois Environmental Protection Agency (IEPA) Tiered Approach to Corrective Action Objectives or the CCDD Maximum Allowable Concentrations (MACs) of Chemical Constituents.
- D. Develop an Abbreviated PSI Report

The soil sample analyses will be based on the RECs identified, which include both a gasoline UST and a diesel UST. Parameters analyzed include three (3) samples each of the following:

- A. Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) and MTBE;
- B. Polynuclear Aromatics (PNAs);
- C. Total RCRA Metals; and
- D. TCLP Metals.

2.4 Revisions to plans and Contract Documents

COMPANY will perform the following plan revision activities as directed by IDOT's direction pertaining to cross section and incorporation of multi use paths:

- A. Revise and update the Proposed typical section sheets (assume 5 sheets).
- B. Revise and update the plan and profile sheets for both Hill Ave and Montgomery Road (assume 5 sheets).
- C. Revise and update proposed cross section on Hill Ave and Montgomery Road (assume 24 sheets).

2.5 Meetings and Coordination

COMPANY will perform the following coordination activities:

- A. One (1) coordination meeting at CLIENT (2 people);
- B. COMPANY will coordinate with CLIENT and other consultant team members throughout the land acquisition process to collaborate on any issues concerning the impacted parcels. For estimating purposes, four (4) hours of coordination per parcel for up to 12 parcels (17 PINs) are included in this AMENDMENT.
- C. As a result of land acquisition concessions and/or design activities to mitigate or reduce the acquisition areas, plan revisions will likely be necessary. For estimating purposes, eight (8) hours of plan revisions per parcel for up to five (6) of the 12 parcels (17 PINs) are included in this AMENDMENT.
- D. The Phase II Kick off meeting with IDOT (2/19/2020) defined the activities that would be required to update the previously approved Project Development Report and Design Approval. Additional FHWA coordination was not discussed and therefore not included in the Phase II initial scope. Subsequently, IDOT requested that the project be presented at the FHWA coordination meeting, so effort is being included for preparation, attendance and follow up for a FHWA coordination meeting.

2.6 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform peer and constructability reviews of all design revisions required as a result of the land acquisition process, in order to ensure consistency with the design intent and overall contract plan documents.

2.7 Revisions to Plans and Contract Documents

- A. Revise Typical section sheets to accommodate multi-use path comments from IDOT
- B. Revise Plan and Profile sheets to accommodate multi-use path comments from IDOT
- C. Revise Cross Section sheets to accommodate multi-use path comments from IDOT

3.0 Deliverables and Schedules Included in this Agreement

The following additional deliverables will be generated for this project and are included in this AMENDMENT:

- A. POH and legal descriptions;
- B. Appraisals, review appraisals, conveyance/title documents and Negotiator's Log;
- C. Wetland Delineation Report;
- D. PESA update; and
- E. Abbreviated PSI Report and LPC 663 form, if required.

See Exhibit B for a detailed summary of recipients and estimated number of copies necessary for various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

For the purposes of this AMENDMENT, it is assumed that all land acquisition services will conclude within 15 months of COMPANY receiving notice to proceed from CLIENT, adding an additional 12 months to the initial project schedule.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AMENDMENT:

- A. Field/drain tile surveys;
- B. Design and/or plan revisions not related to land acquisition activities.
- C. Attendance at any meetings not specifically indicated herein; and
- D. Construction layout and/or construction observation.

Supplemental services not included in the agreement can be provided by COMPANY under separate AGREEMENT, if desired.

5.0 Services by Others

Santacruz Land Acquisitions of Northfield, Illinois will provide the land appraisals and parcel negotiations (see attached).

6.0 Client Responsibilities

N/A

CLIENT Project Number: D-91-386-20
COMPANY Project Number: 191392



CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by one hundred eighty-six thousand seven hundred eighty dollars and no cents (\$228,109.00)

The total authorized compensation after this AMENDMENT, including the original Professional Services Agreement and all previous Amendments, is six hundred and ninety-two thousand, one hundred fifty-two dollars and thirty cents (\$733,481.30).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

\\hrgreen.com\HRG\Data\2019\191392\Admin\Contract\Land Acq supplement\Client\sa1-011822-191392-Montgomery-Hill.docx

DATE: 02/10/23

	Regional Director	Sr. PM	PM	SE II	Lead Env. Plan	Group Leader	PLS II	SLS II	Design Tech I	Project Designer	Admin II	Admin Manager	
Task	SHEETS												Total
2.1 Survey and ROW Services		0	0	0	0	0	15	212	48	0	0	0	275
Supplemental Topographic Survey								12	8				20
Plat of Highways						15	200	40					255
ROW Acquisition (by SantaCruz)													0
													0
													0
													0
													0
2.2 Wetland Delineations		0	4	0	0	36	0	0	0	0	4	0	44
Wetland Delineations and Report			4			36					4		44
													0
2.3 Supplemental Special Waste Review		0	26	0	0	0	0	0	14	0	4	0	44
PSI			26						14		4		44
2.4 Revisions to Plans and Contract Documents		0	7	32	76	0	0	0	38	82	0	0	235
Revise Typical Sections	5		1	4	12				4	10			31
Revise Plan and Profile Sheets	5		2	8	24				10	16			60
Revise Cross sections	24		4	20	40				24	56			144
2.5 Meetings and Coordination		0	32	60	44	0	0	2	0	0	20	0	158
CLIENT Coordination Meetings (1 @ 2 hours, 2 persons)			2	2									4
Coordination with Land Acq consultant (12 parcels @ 4 hrs/PIN)			10	24	12			2					48
Plan revisions due to acquisition concessions (6 parcels @ 8 hrs/PIN)			6	6	16					20			48
Prepare for, attend and folow up for FHWA coord meeting			14	28	16								58
													0
													0
2.6 Quality Assurance / Quality Control		2	1	2	0	0	0	0	0	0	0	0	5
QA/QC - Plan/design revisions		2	1	2									5
													0
2.7 Administration		4	12	4	0	0	0	0	0	0	4	0	24
General Project Administration (12 additional months @ 2 hours per month)		4	12	4							4		24
Total		6	82	98	120	36	15	214	48	52	102	12	785

PROJECT SCHEDULE - EXHIBIT B

PROJECT:

Montgomery Road and Hill Avenue
Intersection Improvement - Land Acq
Supplement

SECTION:

19-00329-00-CH

CLIENT:

City of Aurora

HR GREEN JOB NO.:

191392

Tasks	2023			2024												2025											
	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Survey and ROW Services																											
Prepare, review and Execute ROW agreement																											
Appraisals																											
Environmental Studies																											
Negotiations																											
Prepare and Submit Plans and Contract Documents																											

* November 7, 2025 letting

Local Public Agency City Of Aurora,IL	County Kane	Section Number 19-00329-00-CH
Prime Consultant (Firm) Name HR Green, Inc	Prepared By PJF	Date 2/10/2023
Consultant / Subconsultant Name HR Green, Inc	Job Number D-91-386-20	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Intersection Improvements at Montgomery Road and Hill Avenue

PAYROLL ESCALATION TABLE

CONTRACT TERM	19	MONTHS	OVERHEAD RATE	181.58%
START DATE	5/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2024		% OF RAISE	2.00%
END DATE	11/30/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	4/1/2024	11	57.89%
1	4/2/2024	12/1/2024	8	42.95%

The total escalation = 0.84%

Local Public Agency	County	Section Number
City Of Aurora,IL	Kane	19-00329-00-CH
Consultant / Subconsultant Name	Job Number	
HR Green, Inc	D-91-386-20	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.84%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Practice Leader	\$86.00	\$86.00
Regional Director	\$86.00	\$86.00
Sr Project Mgr-People Mgr	\$75.28	\$75.91
Senior Engineer	\$72.98	\$73.59
Senior Project Mgr	\$71.36	\$71.96
Lead Engineer	\$59.82	\$60.32
Project Manager	\$59.24	\$59.74
Lead Structural Eng	\$59.20	\$59.70
Lead Env. Planner	\$57.69	\$58.18
Project Engineer I	\$40.10	\$40.44
Project Engineer II	\$45.75	\$46.14
Staff Engineer I	\$32.25	\$32.52
Staff Engineer II	\$35.61	\$35.91
Proj Land Surveyor I	\$47.49	\$47.89
Proj Land Surveyor II	\$49.52	\$49.94
Staff Land Surveyor I	\$26.64	\$26.86
Staff Land Surveyor II	\$38.72	\$39.05
Staff Land Surveyor III	\$49.17	\$49.58
Project Designer	\$53.52	\$53.97
Design Tech I	\$26.25	\$26.47
Design Tech II	\$32.88	\$33.16
Project Coordinator	\$30.89	\$31.15
Admin Asst I	\$23.12	\$23.31
Admin Asst II	\$29.27	\$29.52

Local Public Agency	County	Section Number
City Of Aurora,IL	Kane	19-00329-00-CH
Consultant / Subconsultant Name		Job Number
HR Green, Inc		D-91-386-20

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City Of Aurora, IL

County

Kane

Section Number

19-00329-00-CH

Consultant / Subconsultant Name

HR Green, Inc

Job Number

D-91-386-20

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	130	\$0.66	\$85.15
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$200.00	\$200.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	20	\$5.00	\$100.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost	52	\$4.00	\$208.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost	1	\$100.00	\$100.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$1,143.00	\$1,143.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments and fees		17	\$675.00	\$11,475.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$13,311.15

City Of Aurora, IL

Kane

19-00329-00-CH

HR Green, Inc

D-91-386-20

Local Public Agency

City Of Aurora,IL

County

Kane

Section Number

19-00329-00-CH

Consultant / Subconsultant Name

HR Green, Inc

Job Number

D-91-386-20

AVERAGE HOURLY PROJECT RATES**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****SHEET** 1 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Survey and ROW Services			Wetland Delineations			Supplemental Special Waste Review			Revisions to Plans an Contract Docs.			Meetings and 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
Practice Leader	86.00	0.0																	
Regional Director	86.00	6.0	0.76%	0.66															
Sr Project Mgr-People Mgr	75.91	82.0	10.45%	7.93				4	9.09%	6.90	26	59.09%	44.86	7	2.98%	2.26	32	20.25%	15.37
Senior Engineer	73.59	0.0																	
Senior Project Mgr	71.96	15.0	1.91%	1.38	15	5.45%	3.93												
Lead Engineer	60.32	0.0																	
Project Manager	59.74	98.0	12.48%	7.46										32	13.62%	8.13	60	37.97%	22.69
Lead Structural Eng	59.70	0.0																	
Lead Env. Planner	58.18	36.0	4.59%	2.67				36	81.82%	47.60									
Project Engineer I	40.44	0.0																	
Project Engineer II	46.14	0.0																	
Staff Engineer I	32.52	0.0																	
Staff Engineer II	35.91	120.0	15.29%	5.49										76	32.34%	11.61	44	27.85%	10.00
Proj Land Surveyor I	47.89	0.0																	
Proj Land Surveyor II	49.94	214.0	27.26%	13.61	212	77.09%	38.50										2	1.27%	0.63
Staff Land Surveyor I	26.86	48.0	6.11%	1.64	48	17.45%	4.69												
Staff Land Surveyor II	39.05	0.0																	
Staff Land Surveyor III	49.58	0.0																	
Project Designer	53.97	102.0	12.99%	7.01										82	34.89%	18.83	20	12.66%	6.83
Design Tech I	26.47	52.0	6.62%	1.75							14	31.82%	8.42	38	16.17%	4.28			
Design Tech II	33.16	0.0																	
Project Coordinator	31.15	0.0																	
Admin Asst I	23.31	0.0																	
Admin Asst II	29.52	12.0	1.53%	0.45				4	9.09%	2.68	4	9.09%	2.68						
		0.0																	
		0.0																	
		0.0																	
TOTALS		785.0	100%	\$50.05	275.0	100.00%	\$47.11	44.0	100%	\$57.18	44.0	100%	\$55.96	235.0	100%	\$45.12	158.0	100%	\$55.52

Local Public Agency
City Of Aurora,IL
Consultant / Subconsultant Name
HR Green, Inc

County
Kane

Section Number
19-00329-00-CH
Job Number
D-91-386-20

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

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	Hours	% Part.	Wgtd Avg
Practice Leader	86.00																		
Regional Director	86.00	2	40.00%	34.40	4	16.67%	14.33												
Sr Project Mgr-People Mgr	75.91	1	20.00%	15.18	12	50.00%	37.96												
Senior Engineer	73.59																		
Senior Project Mgr	71.96																		
Lead Engineer	60.32																		
Project Manager	59.74	2	40.00%	23.90	4	16.67%	9.96												
Lead Structural Eng	59.70																		
Lead Env. Planner	58.18																		
Project Engineer I	40.44																		
Project Engineer II	46.14																		
Staff Engineer I	32.52																		
Staff Engineer II	35.91																		
Proj Land Surveyor I	47.89																		
Proj Land Surveyor II	49.94																		
Staff Land Surveyor I	26.86																		
Staff Land Surveyor II	39.05																		
Staff Land Surveyor III	49.58																		
Project Designer	53.97																		
Design Tech I	26.47																		
Design Tech II	33.16																		
Project Coordinator	31.15																		
Admin Asst I	23.31																		
Admin Asst II	29.52				4	16.67%	4.92												
TOTALS		5.0	100%	\$73.48	24.0	100%	\$67.17	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

PROPOSAL FOR LAND ACQUISITION SERVICES

City of Aurora

HR Green



**Montgomery Road
at Hill 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 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 FWA 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 HR Green, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Montgomery Road at Hill 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 **eleven (11)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$34,100.00.
<u>REVIEW APPRAISALS:</u>	\$15,400.00.
<u>NEGOTIATIONS:</u>	\$34,100.00.

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 a cost not to exceed of **\$91,200.00** as follows:

Land Acquisition Services	\$83,600.00
Project Management Services	\$1,000.00
Direct Billable Expenses	\$6,600.00

2

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.

3

EXHIBITS

Compensation for Services

Appraisal Services

Appraisals	\$3,100.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$3,100.00

Review Appraisal Services

Review Appraisals	\$1,400.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$1,400.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,100.00
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.