



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 28th day of February, 2025 by and between, the CITY OF AURORA, ILLINOIS (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Bilter Road Improvements – Premium Outlets to Prairie Path
Phase I Engineering

hereby amends the original Professional Services Agreement dated October 28, 2021 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

CLIENT intends to widen and reconstruct Bilter Road from Premium Outlets Boulevard to the Illinois Prairie Path for a total distance of approximately 3,400 feet. The improved corridor will be expanded from two (2) to four (4) lanes with curb and gutter, a sidewalk along the north side, a multi-use path along the south side, lighting, and an enclosed drainage system. CLIENT's initial goal was to complete only the Phase I engineering services necessary to determine the Bilter Road cross-section, horizontal/vertical alignment and ancillary improvements needed to serve the expected, adjacent development and to determine the costs associated with those improvements. As of October 15, 2024, COMPANY was approximately 83% complete with the Phase I engineering services included in the original Professional Services Agreement, with \$65,379 in overall budget remaining.

With the Phase I engineering services advanced far enough to establish a proposed right-of-way (ROW) footprint, CLIENT has decided to pause the Phase I engineering services and instead focus on acquiring the ROW needed for the improvements.

In general, this AMENDMENT governs the land acquisition services necessary for obtaining the ROW needed for the project. No land acquisition services were included in the original Professional Services Agreement. The \$65,379 in budget remaining as of October 15, 2024 will be utilized to complete a portion of the land acquisition services, including the ordering of title commitments and starting the plats and legal descriptions. The additional fee established by this AMENDMENT will be utilized to complete the plats and legal descriptions, as well as the necessary appraisals and negotiations.

The remainder of the Phase I engineering services and the subsequent Phase II engineering services will be completed in the future, under a separate agreement.

2.0 Scope of Services

CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

2.1 Data Collection and Review

No additional services will be needed for this task as part of this ADDENDUM.

2.2 Survey and ROW Services

- A. COMPANY will order up to 30 title commitments at an anticipated cost of \$650 each.
- B. COMPANY will prepare plats of dedication/easement per CLIENT standards, along with legal descriptions for a maximum of 41 adjacent parcels of land to be acquired for ROW,

permanent easements, and/or temporary construction within the project limits identified in the Phase I documents as of October 15, 2024. The boundary survey will be performed on an assumed maximum of 41 parcels as described in the provided title commitments Schedule A. Following acquisition, each proposed ROW parcel will be monumented with 5/8" steel bars or other suitable markers.

- C. COMPANY will provide for appraisals and negotiations for the acquisition of ROW and/or easements from up to 23 parcels. Multiple, contiguous parcels with the same owner will be treated as one (1) parcel for ROW acquisition purposes. Also, CLIENT has already acquired 11 adjacent parcels in their entirety. In addition, it is assumed that CLIENT will negotiate/secure the needed ROW from the Forest Preserve District of DuPage County directly. 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.

To help facilitate the ROW acquisition, COMPANY will coordinate with the negotiator and make reasonable revisions to the plats and/or design to accommodate property owner concerns. Four (4) hours per parcel have been budgeted for this task.

2.3 Preliminary Design Studies

No additional services will be needed for this task as part of this ADDENDUM.

2.4 Intersection Analyses

No additional services will be needed for this task as part of this ADDENDUM.

2.5 Location Drainage Technical Memorandum

No additional services will be needed for this task as part of this ADDENDUM.

2.6 Water Main and Sanitary Sewer Extensions

No additional services will be needed for this task as part of this ADDENDUM.

2.7 Illinois Prairie Path Alternatives Analysis

No additional services will be needed for this task as part of this ADDENDUM.

2.8 Environmental Studies

No additional services will be needed for this task as part of this ADDENDUM.

2.9 Meetings and Coordination

No additional services will be needed for this task as part of this ADDENDUM.

2.10 Quality Assurance / Quality Control

No additional services will be needed for this task as part of this ADDENDUM.

2.11 Administration

COMPANY will conduct general project administration throughout the extended duration of the project, including management and oversight of the project team; document control; scope, schedule and budget monitoring; billing and invoicing; and contract file management. For the purposes of this AMENDMENT, it is assumed that the land acquisition services will conclude on or before December 31, 2025.

COMPANY will also conduct general administrative tasks associated with the development and execution of this AMENDMENT.



CLIENT Project Number: Purchase Order #297197
COMPANY Project Number: 211156

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 salaried rates with a maximum fee to increase by **Two-Hundred Forty-Seven Thousand Two-Hundred Fifty-Nine Dollars and Fifty-One Cents (\$247,259.51).**

The total authorized compensation after this AMENDMENT, including the original Professional Services Agreement and all previous Amendments, is Six-Hundred Forty-Two Thousand One-Hundred Nine Dollars and Fifty-One Cents (\$642,109.51).

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.

CITY OF AURORA

HR GREEN, INC.

By: _____

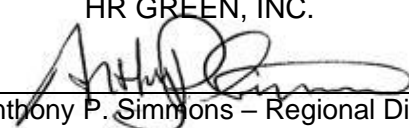
By:  _____
Anthony P. Simmons – Regional Director

Exhibit A (Detailed Hour and Fee Estimate)
Bilter Road Improvements - Phase I Engineering
Supplemental Agreement #2 for Land Acquisition Services
City of Aurora
HR Green Project Number: 211156

DATE: 02/28/25

		Regional Director	PM	Group Leader	PLS II	SLS III	Design Tech III	PCA I			
Task	SHEETS	Simmons	Wittkop	Dobrosavljevic	McCombs	Sieloff	Miller	McCurley	Total	Direct Costs	Total Fee
2.2 Survey and ROW Services		12	40	40	344	132	24	0	592	\$ 206,250.00	
Parcel Plats - 41 Parcels				40	320	132			492		\$ 84,891.66
ROW Acquisition (Consultant Coordination) - 4 hrs/parcel		12	40		24		24		100		\$ 18,503.84
Balance of Phase I Budget (as of 10/15/24)									0		\$ (65,379.00)
2.11 Administration		0	10	0	0	0	0	10	20	\$ -	
General Project Administration (10 months @ 2 hours per month)			10					10	20		\$ 2,993.00
Total		12	50	40	344	132	24	10	612	206,250.00	\$ 41,009.51
Multipier Rates		\$ 272.28	\$ 196.09	\$ 252.81	\$ 185.30	\$ 117.31	\$ 122.74	\$ 103.21			
Fee		\$ 3,267.31	\$ 9,804.67	\$ 10,112.38	\$ 63,741.91	\$ 15,484.48	\$ 2,945.69	\$ 1,032.07		\$ 206,250.00	\$ 106,388.51
											\$ (65,379.00)
										Grand Total	\$ 247,259.51

- Assumptions:
1. A total of 41 existing parcels will be impacted.
 2. ROW acquisition will be required for 25 parcels.
 3. SLA will appraise and negotiate acquisitions for 23 parcels.
 4. City of Aurora will negotiate acquisitions for DuPage County parcels (FPD and DOT).
 5. Up to 30 title commitments will be ordered (title commitments will not be ordered for the 11 parcels already owned by the City of Aurora.
 6. Land acquisition services complete by 12/31/25.

EXHIBIT B (DIRECT COST WORKSHEET)

Bilter Road Improvements - Phase I Engineering

City of Aurora

HR Green Project Number: 211156

DATE: 02/28/25

2.2 Survey and ROW Services

Mileage Rate: \$0.900

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	20	25

Subtotal: \$450.00

Research County Documents	\$ -
Rebar (50 @ \$3.00 each)	\$ 150.00
Title Commitments (30 @ \$650.00 each)	\$ 19,500.00
ROW Acquisition (SLA)	\$ 186,150.00

Subtotal: **\$206,250.00**

2.11 Administration

Postage Allowance = N/A

Subtotal: **\$0.00**

TOTAL: \$206,250.00

PROPOSAL FOR LAND ACQUISITION SERVICES

Bilter Road Improvements from Premium Outlets Blvd. to Illinois Prairie Path HR Green for the benefit of City of Aurora

Santacruz Land Acquisitions specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

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 affect the certification and funding of your project.

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 Bilter Road from Premium Outlets Blvd. to Illinois Prairie Path (the "Project") to assure that the goals are met.

Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.

COMPENSATION

Santacruz shall be entitled to compensation, based on **twenty-three (23)** projected parcels of right-of-way, as follows:

APPRAISALS:	\$78,200.00
NEGOTIATIONS:	\$89,700.00

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 **\$750.00** per parcel for these charges. Santacruz shall pay any such fees and charges in excess of the **\$750.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$186,150.00** as follows (per the pricing schedule attached):

Land Acquisition Services	\$167,900.00
Estimated Direct Billable Expenses	\$17,250.00
Project Management Fees	\$1,000.00

The pricing on this proposal shall be good for six months of the date of this proposal: February 26, 2025.

See attached for Scope of Services and Team resumes.

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at javier@santacruz-associates.com.

Sincerely,



Javier Steve Santacruz

PRICING SCHEDULE

Appraisal Services (per parcel)

Appraisals	\$3,400.00
Revision to appraisal due to change in ROW or plans ¹	\$1,700.00 - \$3,400.00

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,900.00
Additional negotiations due to change in ownership or plans ¹	\$2,000.00 - \$3,900.00

Witness Services (if applicable)

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

Title Services (if applicable)

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

¹ Requires supplemental work order.

LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals
- Negotiations

All services shall be performed at the direction of the County 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”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** 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, 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.
- **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.
- **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. 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 pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by 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 LPA for approval of any counter offers and upon acceptance by 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 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 and 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 LPA and IDOT (if applicable).
- **Project Management.** Santacruz 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. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz 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 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 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 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 or supplemental work order.

THE TEAM

Javier Steve Santacruz – President and Project Manager

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

Jonathan Abplanalp – Vice President and Negotiator

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

Dylan Santacruz – Negotiator

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

Agafya Gerovoy – Real Estate Paralegal

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.