

2018 QBS
Request for Statement of Interest (SOI) for
On-Call Land Acquisition Negotiation Services
for the Kane County Division of Transportation

The Kane County Division of Transportation (KDOT) is in need of professional services from a qualified firm(s) to provide On-Call Land Acquisition Negotiation Services for miscellaneous projects in Kane County. The **Preliminary Scope of Services** described below provides details regarding the negotiator services.

Your firm's 2-page Statement of Interest document shall be submitted electronically via KDOT QBS no later than 4:00 pm on May 18, 2018. A Statement of Interest document longer than 2 pages or received after the above-noted deadline will not be considered as part of our consultant selection process.

If you plan to enter into a joint venture with another firm for this project please note this on your Statement of Interest, including the name of the firm you are entering into a joint venture with for this project.

The Short-listed firms will be posted on KDOT'S Consultant Selection Summary Table website at <http://www.co.kane.il.us/dot/SOISummary.aspx>.

Any new firm interested in doing work with Kane County in regards to this or any other professional service for KDOT, must first submit their Prequalification Document via KDOT QBS by following the instructions found on our website at <http://kdot.countyofkane.org/Shared%20Documents/QBS.pdf>. The prequalification document will be reviewed and approved in a short period of time if the appropriate documentation was provided. Each firm must first be prequalified in order to electronically submit their Statement of Interest via KDOT QBS no later than the deadline described above.

More information regarding our Qualifications Based Selection process may be found at <http://www.co.kane.il.us/dot/consultant.aspx>.

Firms interested in providing services to Kane County are hereby notified of the Kane County's Ethics Ordinance No. 10-206, in particular, Section 10, page 15. Only the firm(s) that is/are ultimately selected for these professional services will be required to provide the Ethic Ordinance information directly to KDOT as part of the consultant services agreement. The complete Ethics Ordinance No. 10-206 document is available online at the following link [Kane County Ethics Ordinance](#).

PRELIMINARY SCOPE OF SERVICES

Individuals or firms interested in providing these services for KDOT must appear on IDOT's current Approved Negotiator List as shown on their website at www.idot.illinois.gov/doing-business/procurements/land-acquisition-services/index.

The selected negotiator(s) shall perform all services necessary to negotiate and present to the Kane County State's Attorney for closing all the remaining right-of-way required for the construction of various selected projects in Kane County. The Services shall be provided by the negotiator as an independent contractor of the County of Kane. All such services shall be performed in accordance with the policies of KDOT, and the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

The selected negotiator(s) shall perform the services as set forth herein as well as furnish and deliver to KDOT prior to execution all required documents, including draft conveyance documents and other forms and documents required by KDOT or the Kane County State's Attorney to evidence the proposed acquisition of the right-of-way free and clear of all liens and encumbrances or, in the alternative, the information necessary for KDOT to undertake eminent domain proceedings in order to acquire the right-of-way.

The selected negotiator(s) shall conduct a site visit in order to negotiate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), the negotiator shall make a recommendation to KDOT to acquire the right-of-way by means of eminent domain proceedings.

The selected negotiator(s) shall prepare and submit prior to execution thereof to the Kane County State's Attorney of all deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary in the opinion of the Kane County State's Attorney to clear title in accordance with the policies and procedures of KDOT (and IDOT, if applicable).

The selected negotiator(s) shall provide testimony in court as a witness on behalf of KDOT during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.

The selected negotiator(s) shall prepare and maintain timely and accurate parcel data information as required by KDOT and IDOT.

When applicable, submission of all necessary documentation including, without limitation, negotiator's notes for each parcel in order to obtain approval of the right-of-way acquisition process by KDOT and, if applicable, certification of the right-of-way acquisition process by IDOT.

The selected firm shall be responsible for the accuracy of the work and shall be required to make prompt revisions or corrections resulting from any form errors, omissions or negligent acts when necessary without additional compensation. Any acceptance of work by the County shall not relieve the selected firm of the responsibility to make any subsequent correction(s) of any errors or omissions or for clarification of any ambiguities in the work. The selected firm and any of their sub-consultants shall, during the term of their service under a consultant services agreement and as may be required thereafter, maintain, at a minimum at its sole expense, insurance coverage including:

- Worker's Compensation Insurance in the statutory amounts;
- Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease;
- Commercial General Liability Insurance (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations;
- Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage; and,
- Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

It shall be the duty of the selected firm to provide to Kane County copies of the firm's certificates of insurance before issuance of a notice to proceed by the County. The certificate(s) of insurance shall indicate the County of Kane as the Certificate Holder. The selected firm shall provide Kane County and maintain a certificate of insurance for its General Liability Policy which certificate shall include the County of Kane as additional named insured. The additional named insured endorsement included on the firm's Commercial General Liability policy will provide the following:

- That the coverage afforded the additional insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the selected firm;
- That if the additional named insured has other insurance which is applicable to the loss; such other insurance will be only on an excess or contingent basis;
- That the amount of the selected firm's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to Kane County.

The insurance required to be purchased and maintained by the selected firm shall be provided by an insurance company acceptable to Kane County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified

herein or required by law or regulation whichever is greater. In no event shall any failure of Kane County to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the selected firm's obligation to obtain and keep in force the required insurance.

The selected firm shall be required to defend and indemnify the County and its agents and employees from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the firm's negligent performance (in whole or in part) of the work.

CONTACT INFORMATION

Any questions regarding the requested services should be directed to Joy Yehnert, Chief of Land Acquisition at (630) 444-3168 or by email at yehnertjoy@co.kane.il.us. Any questions regarding the Qualifications Based Selection Process should be directed to Steve Coffinbargar, Assistant Director, at (630) 406-7170 or by email at coffinbargarsteve@co.kane.il.us.