

**RESOLUTION AUTHORIZING AND APPROVING AN  
AGREEMENT FOR RIGHT OF WAY CONSULTING SERVICES  
FOR THE CUBA ROAD BRIDGE PROJECT  
WITH GEWALT HAMILTON ASSOCIATES, INC.**

**WHEREAS**, the Village of Barrington Hills (the “Village”) located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

**WHEREAS**, the Village has determined that the Cuba Road Bridge is in need of repair and/or replacement (the “Cuba Road Bridge Project”) and is in the process of applying for funds from the United States Department of Transportation to defray the costs of the Project which funding is administered by the State of Illinois;

**WHEREAS**, in order to obtain such Federal funding, it has been determined that it is necessary to engage an engineering firm to provide the necessary engineering services for the Project;

**WHEREAS**, the President and Board of Trustees of the Village deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for the Village to enter into a Preliminary Engineering Services Agreement complying with the requirements of the Illinois Department of Transportation (the “Agreement”) to provide engineering services in connection with the Cuba Road Bridge Project a copy of which Agreement is attached hereto and expressly made a part hereof as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home rule municipality as follows:

**Section 1: Recitals.** The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

**Section 2: Authorization.** The President and Board of Trustees hereby authorize and approve acceptance of the Agreement substantially in the form attached hereto and made part hereof as Exhibit A.

**Section 3: Execution and Delivery.** The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver the Agreement substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the Agreement.

**Section 4: Effective Date.** This Resolution shall be in full force an effect from and after its approval and publication according to law.

**APPROVED THIS \_\_\_\_ day of April, 2013.**

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

\_\_\_\_\_  
**Village President**

**EXHIBIT A**

Exhibit A

Local Agency Village of Barrington Hills	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Gewalt Hamilton Associates, Inc
County Lake				Address 820 Lakeside Drive, Suite 5
Section 12-00020-00-BR				City Gurnee
Project No. BRM-4003(105); BRM-4003(106)				State Illinois
Job No. D-91-083-12; R-91-006-13				Zip Code 60031
Contact Name/Phone/E-mail Address Robert Kosin (847)551-3000 rkosin@barringtonhills-il.gov				Contact Name/Phone/E-mail Address Dan Strahan (847)855-1100 dstrahan@gha-engineers.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Cuba Road Route FAU 1260 Length .1 mile Structure No. 049-6049

Termini West Touchdown (Sta 37+00) to East Touchdown (Sta 41+00) - Cuba Road Bridge

Description Bridge Replacement.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

**II. THE LA AGREES,**

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

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

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

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

**III. IT IS MUTALLY AGREED,**

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

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

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

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

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

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

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc	36-3426053	\$55,304.00
Sub-Consultants:	TIN Number	Agreement Amount
Wiss, Janney, Elstner Associates, Inc.	36-2757956	\$53,125.00
Soil and Material Consultants, Inc.	36-3094075	\$3,180.00
Mathewson Right of Way Company	20-3870734	\$35,200.00
	Sub-Consultant Total:	\$91,505.00
	Prime Consultant Total:	\$55,304.00
	Total for all Work:	\$146,809.00

Executed by the LA:

Village of Barrington Hills

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:

Gewalt Hamilton Associates, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Corporate Secretary

Title: President





**Exhibit C**

**Phase II Preliminary Engineering Services  
Cuba Road Bridge Replacement  
Village of Barrington Hills  
Section #12-00020-00-BR  
Project #: BRM-4003(105); BRM-4003(106)  
Job #: D-91-083-13; R-91-006-13**

**Direct Cost Estimate**

Printing Expenses:

Preliminary Plans 60% Complete

Plans - Assume 50 sheets x 10 sets x 6sf x \$0.25/sf \$750.00

Specs - Assume 100 sheet x 5 sets x \$0.15/sheet \$75.00

Pre-final Plans 90% Complete

Plans - Assume 50 sheets x 10 sets x 6sf x \$0.25/sf \$750.00

Specs - Assume 100 sheets x 5 sets x \$0.15/sheet \$75.00

Final PS&E Documents

Plans - Assume 50 sheets x 10 sets x 6sf/sheet x \$0.25/sf \$750.00

Plans – Assume 50 sheets x 15 sets x 2sf/sheet x \$0.25/sf \$375.00

Plans - Assume 50 sheets x 1 set (MYLAR) x 6sf/sheet x \$2.00/sf \$960.00

Assume 150 sheets x 10 sets x \$0.15/sheet \$150.00

Plat of Highway/Temp Easement

Plat – Assume 2 sheets x 10 sets x 6sf/sheet x \$0.25/sf \$30.00

Plat – Assume 2 sheets x 1 set (MYLAR) x 6sf/sheet x \$2.00/sf \$24.00

Shipping Expense: Estimated (10 @ \$25.00) \$250.00

Vehicle Expense: Estimated (1200 miles @ \$0.50) \$600.00

Anticipated Direct Cost Estimate: \$4,789.00

Via Email: dstrahan@gha-engineers.com

January 28, 2013

Mr. Daniel Strahan, P.E.  
Assistant Village Engineer  
Gewalt Hamilton Associates, Inc.  
820 Lakeside Drive  
Suite 5  
Gurnee, Illinois 60031

Re: West Cuba Road Bridge  
Structure No. 049-6049  
Village of Barrington Hills  
Phase II Construction Document Preparation  
WJE No. 2011.5155

Dear Mr. Strahan:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for Illinois Department of Transportation (IDOT) Phase II engineering services to prepare structural drawings and special provisions for the replacement of the West Cuba Road Bridge over Flint Creek. It is our understanding that IDOT is reviewing the Phase I submittal and that the Village of Barrington Hills intends on letting the replacement bridge contract in early 2014.

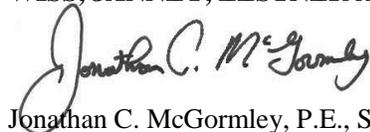
WJE will design a replacement structure over Flint Creek in accordance with the approved BCR submitted under Phase I. All structural plans and specifications necessary to construct the bridge will be developed by WJE. For estimate purposes, we have assumed a total of 10 drawing sheets. Preliminary submittals will occur at 50 and 90 percent. We assume that GHA will perform the civil design, provide a final hydraulic design, and supply required survey information in electronic format for plan preparation. WJE will prepare a cost estimate for construction. A review meeting has also been included with our cost proposal.

We propose carrying out the work described above for a cost of \$53,125. IDOT cost tables are attached for reference. We anticipate completing the Phase II design work within two months upon receiving notice to proceed.

We look forward to working with GHA and the Village of Barrington Hills on this project. Please call if you have any questions regarding our proposal.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Jonathan C. McGormley, P.E., S.E.  
Principal

Attachments

wcubardpropphaseii\_jmcgormley\_dstrahan\_gwa.docx



# AVERAGE HOURLY PROJECT RATES

**FIRM** Wiss, Janney, Elstner Associates, Inc.  
**PSB**  
**PRIME/SUPPLEMENT** West Cuba Road Bridge Replacement

**DATE** 01/28/13

**SHEET** 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Coordination			Substructure			Superstructure/Deck			Detailing			Specification		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	91.11	0																	
Principal	70.17	30	8.20%	5.75	16	57.14%	40.10	2	1.67%	1.17	2	1.67%	1.17	2	3.03%	2.13	8	25.00%	17.54
Associate Principal	56.72	76	20.77%	11.78	12	42.86%	24.31	16	13.33%	7.56	16	13.33%	7.56	16	24.24%	13.75	16	50.00%	28.36
Senior Associate	46.24	0																	
Associate III	38.61	80	21.86%	8.44				32	26.67%	10.30	32	26.67%	10.30	8	12.12%	4.68	8	25.00%	9.65
Associate II	32.30	0																	
Associate I	27.08	0																	
Senior Specialist	35.70	180	49.18%	17.56				70	58.33%	20.83	70	58.33%	20.83	40	60.61%	21.64			
Specialist	28.93	0																	
Senior Technician	24.03	0																	
Technician II	20.44	0																	
Technician I	17.55	0																	
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<b>TOTALS</b>		366	100%	\$43.53	28	100.00%	\$64.41	120	100%	\$39.85	120	100%	\$39.85	66	100%	\$42.19	32	100%	\$55.56



office: 1-847-870-0544  
fax: 1-847-870-0661  
www.soilandmaterialconsultants.com  
us@soilandmaterialconsultants.com

March 13, 2013  
Proposal No. 12,952

Mr. Todd Gordon, P.E.  
Gewalt Hamilton Associates, Inc.  
820 Lakeside Drive, Suite 5  
Gurnee, IL 60031

Re: Soil Sampling, Testing and Report  
Clean Construction and  
Demolition Debris (CCDD)  
Cuba Road Bridge over Flint Creek  
Barrington Hills, Illinois

Dear Mr. Gordon:

Submitted for consideration is our proposal to provide soil sampling and submittal to an environmental laboratory, data review and report with data transmittal. Completed IEPA form LPC-663 will be submitted provided the test results are favorable.

#### Field Soil Sampling

We will use truck mounted drilling equipment to obtain one sample of the soil anticipated to be removed from the site by the contractor. We will contact JULIE for location of public utilities.

All soil samples obtained during the field investigation will be tested for VOCs in the field using a PID Meter. If the PID meter does not detect any samples with excessive VOC readings, we will use the sampling kit to collect a representative sample of anticipated excavated material for CCDD testing. The scope of the analytical testing included in this proposal is sufficient for the following dump sites: Reliable Materials in Lyons, IL; Prairie Materials in East Dundee, IL; and Hanson Materials Service in McCook, IL. Some other dump sites may require additional analytical testing which was not included in this proposal.

#### Laboratory Testing

The soils will be submitted to an accredited laboratory for analytical testing. The testing will include Semi-Volatile organic Compounds (SVOCs), Resource Conservation Recovery Act (RCRA) Metals, Polychlorinated Biphenyls (PCBs), pH, and Volatile Organic Compounds (VOCs). We have also included TCLP/SPLP testing of RCRA Metals if excessive metal levels are present with the initial testing. It should be noted that Waste Characterization Analytical testing is not included in this proposal.

---

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING  
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

Proposal No. 12,952  
Re: Soil Sampling, Testing and Report  
Clean Construction and Demolition Debris (CCDD)  
Cuba Road Bridge over Flint Creek  
Barrington Hills, IL

Report

The environmental laboratory test results will be reviewed by a Registered Professional Engineer and compared to standards. A report of findings will be prepared. IEPA form LPC-663 will be submitted if the test results show the soil samples are uncontaminated.

Charges

Our unit charges and estimated total cost for these services are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Should you have any questions concerning the scope of the investigation, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.  
President

TPJ:kg

Proposal Accepted By:

Client \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE OF FEES – CCDD TESTING**

**Field**

Drilling and Soil Sampling -minimum 2 hour charge	2 hr.	\$ 240.00 /hr.	\$	480.00
Environmental Technician (6 hour minimum)	6 hrs.	\$ 100.00 /hr.	\$	600.00
Sampling Equipment, Field Supplies, Vehicle	1 ea.	Lump Sum	\$	300.00

**Laboratory**

Soil Sample Testing - 7 to 10 day turn-around.	1 ea.	\$ 650.00 ea.	\$	650.00
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**Report**

Historical & Regulatory Review	1 ea.	\$ 400.00 ea.	\$	400.00
P.E. Review & Certification (LPC 663)	1 ea.	\$ 750.00 ea.	\$	750.00

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Estimated Total Cost: \$ 3,180.00

If TCLP/SPLC testing can be performed for an addition cost of \$150.00 per sample if excessive metal levels are determined within the initial analytical testing.

Note: Hourly charges are billed portal to portal.

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

**PROPOSAL FOR  
RIGHT OF WAY CONSULTING SERVICES  
Village of Barrington Hills**

1. Proposal of Mathewson Right of Way Company whose address is 30 North LaSalle Street, Suite 1726, Chicago, Illinois 60602 hereinafter referred to as "MROWCO" for the furnishing to the Village of Barrington Hills, hereinafter referred to as "VILLAGE", certain right of way consulting services for the acquisition of right of way for the Cuba Road Bridge Project.
2. Negotiation services called for in this proposal will be conducted personally by the following named individual or individuals whose qualifications have been approved by the Illinois Department of Transportation: Mark D. Mathewson.
3. Said Negotiation Services shall be furnished by MROWCO on four (4) parcels. The fee shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance of said services as herein set forth, excepting for those services set forth in Paragraph 11.  
(\* ) Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

Mathewson Right of Way Company shall engage an Illinois Licensed Appraiser to prepare an appraisal report in accordance with all relevant IDOT policies and procedures.

Mathewson Right of Way Company shall engage an Illinois Licensed Appraiser to provide appraisal review services in accordance with all relevant IDOT policies and procedures.

Mathewson Right of Way Company shall obtain title commitments for four (4) PINs from an Illinois Licensed Title Company.

4. The above described services shall be provided for the following fees:

<u>Task</u>	<u>Rate</u>	<u>Parcels</u>	<u>Extension</u>
Appraisal	\$2,800.00	4	\$11,200.00
Appraisal Review	\$1,500.00	4	\$6,000.00
Title Commitments	\$500.00	4	\$2,000.00
Negotiations	\$4,000.00	4	\$16,000.00
 PROJECT Total:			\$35,200.00

\* Closing costs are not included in the scope of this proposal.

5. VILLAGE will furnish MROWCO with preliminary construction plans identifying required property. MROWCO will prepare or cause to be prepared title reports or evidence of ostensible

ownership for each parcel. It is understood and agreed that the VILLAGE shall be considered to be the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for each parcel assigned. Upon termination of this contract for any cause or upon completion of the acquisition of each parcel or upon request of VILLAGE when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be returned to VILLAGE. MROWCO's parcel files shall be available for inspection or review of its contents by VILLAGE, State or Federal Highway Administration personnel at any time.

6. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the VILLAGE for approval. In the case of an acquisition covering the displacement of any individual, family, business, farm operation, or the personal property thereof, the appropriate Relocation Introductory Letter and Brochure shall also be provided by VILLAGE.
7. Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall notify the VILLAGE or Illinois Department of Transportation Relocation representative no less than five (5) days prior to the intended date of initiation of negotiation for the parcel in order to coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.
8. MROWCO shall make every reasonable effort to negotiate settlements for the acquisition of each parcel based on the approved appraisal amount or an amount approved by the the VILLAGE and upon closing each acquisition obtain and furnish VILLAGE with curative documents necessary to satisfy any and all title objections or unrecorded interests in said parcel, (excepting that VILLAGE shall obtain all subordinations of utility easements) sufficient for approval of title by VILLAGE and the VILLAGE Attorney as required or VILLAGE'S request or warrants in payment for each acquired parcel.
9. Pursuant to paragraph 3.05-9 of the Negotiations Chapter of the Land Acquisition Policies and Procedures Manual, no offers in excess of the approved appraisal amount shall be made by MROWCO without prior written approval of the VILLAGE.
10. In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Record Form completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The VILLAGE may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter request assignment of a Special Assistant Attorney General (or the VILLAGE Attorney) to proceed with preparation of a condemnation petition. In any case, said VILLAGE reserves the right to require

MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

11. It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of VILLAGE or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
  - (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.
12. MROWCO will not furnish a copy of any appraisal or the findings of results contained therein to any other person or agency unless authorized by VILLAGE or upon court order.
13. Invoices for services will be submitted through VILLAGE and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pretrial conferences and court testimony will show the items listed above and in addition, will include a statement of the nature of services performed and amount of time thereon. A progress report showing status of all active assigned parcels shall be supplied upon request.
14. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warrant, VILLAGE shall have the right to annul this contract without liability.
15. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately inform the VILLAGE and its Engineers accepting this proposal and return all material furnished to it for reassignment to others.
16. Any dispute concerning a question of fact arising under this proposal shall be decided by the VILLAGE accepting this proposal and such decision shall be final and conclusive.
17. Changes in the work to be performed under this proposal may be made at any time in writing by VILLAGE. If such changes justify an increase or decrease in the per parcel rate set forth herein, an equitable adjustment shall be made and this contract shall be modified accordingly. Documentation which is considered inadequate will be augmented and errors will be corrected upon request without additional cost.
18. VILLAGE may terminate this proposal at any time for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for the

services which have been completed. Parcel negotiations in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of VILLAGE; provided, however, that should this proposal be terminated solely because the progress or quality of work is unsatisfactory as determined by the Engineer for VILLAGE accepting this proposal, then no payment will be made or demanded by MROWCO for any negotiation services which have not been completed and delivered to VILLAGE prior to the date of said termination.

19. MROWCO will save harmless VILLAGE from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.
20. MROWCO agrees that this contract or any part thereof will not be sublet or transferred without the written consent of the Engineer accepting this proposal for VILLAGE.
21. In the event this proposal is accepted, it shall constitute a contract as of the date it is approved by VILLAGE or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.
22. The undersigned in making the certifications required by this proposal in paragraphs 23 through 32 is making these certifications on behalf of the contracting entity and its officers and each individual authorized to do work for the Illinois Department of Transportation under this proposal.
23. It is understood and agreed that Appendices A and B shall be a part of this contract and MROWCO agrees to be bound by the terms and provisions contained herein.
24. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor that he has made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.

If a firm, the firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

25. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                        | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship               | <input type="checkbox"/> Governmental Entity     |
| <input type="checkbox"/> Partnership<br>(IRS 501 (a) only) | <input type="checkbox"/> Tax Exempt Organization |
| <input checked="" type="checkbox"/> Corporation            | <input type="checkbox"/> Trust or Estate         |

- Not-for-Profit Corporation
- Medical and Health Care Services Provider Corporation

26. MROWCO, under penalty or perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

(INSERT EXCEPTIONS)

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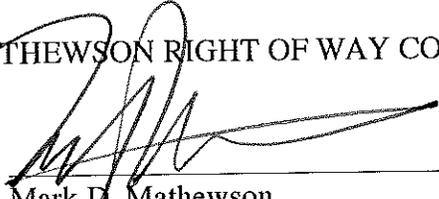
27. MROWCO under penalties of perjury, certifies that as in accordance with Section 11.1 of the Illinois Purchasing Act, no person who is entitled to receive individually more than 7 1/2 percent of the total distributable income of the organization or together with their spouse or minor child more than 15 percent of the total distributable income of the organization is (i) an elected State official, a member of the General Assembly, an appointed office, a State or County employee; (ii) an officer or employee of the Illinois Toll Highway Authority or the Illinois Building Authority; or (iii) a spouse or minor child of any such enumerated person.

Type of Ownership

- Corporation
- Individual
- Other (Please specify) \_\_\_\_\_
- Non-Incorporated
- Partnership

- 28. MROWCO certifies that it is not in default on an educational loan as provided in Public Act 85-827.
- 29. MROWCO certifies that it is not barred from bidding on State of Illinois contracts because of violations of state law regarding bid rigging or rotating (P A 85-1295), Illinois Revised Statutes 1987 Supp., Ch. 38, Par. 33E-3 and 33E-4.
- 30. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- 31. MROWCO agrees by signing this proposal to the provisions as written. This proposal shall be governed by Illinois law.
- 32. MROWCO shall maintain, for a minimum of five 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 contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State or the County for the recovery of any funds paid by the State or the County under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Submitted this 4th day of April, 2013.

MATHEWSON RIGHT OF WAY COMPANY  
By:   
Mark D. Mathewson  
President

Accepted this \_\_\_ day of \_\_\_\_\_, 2013.

Village of Barrington Hills

By: \_\_\_\_\_

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (III. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Right of Way Company

Printed Name of Organization



Signature of Authorized Representative

Requisition/Contract/Grant  
ID Number

Mark D. Mathewson, President

Printed Name and Title

April 4, 2013

Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **NEGOTIATOR** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **NEGOTIATOR**:

Mathewson Right of Way Company

Address: 30 N. LaSalle Street #1726

City: Chicago State: IL Zip Code: 60602

By:  Date: April 4, 2013

Authorized Signature  
TIN/FEIN/SSN: 20-3870734 Telephone: 312-676-2900

For Village of Barrington Hills;  
**LPA**

Date: \_\_\_\_\_  
**LPA Representative**

**PROPOSAL FOR  
RIGHT OF WAY CONSULTING SERVICES  
Village of Barrington Hills  
Gewalt Hamilton Associates, Inc.**

1. Proposal of Mathewson Right of Way Company whose address is 30 North LaSalle Street, Suite 1726, Chicago, Illinois 60602 hereinafter referred to as "MROWCO" for the furnishing to Gewalt Hamilton Associates, Inc., on behalf of The Village of Barrington Hills, hereinafter referred to as "VILLAGE", certain right of way consulting services for the acquisition of right of way for the Cuba Road Bridge Project.
2. Negotiation services called for in this proposal will be conducted personally by the following named individual or individuals whose qualifications have been approved by the Illinois Department of Transportation: Mark D. Mathewson.
3. Said Negotiation Services shall be furnished by MROWCO on four (4) parcels. The fee shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance of said services as herein set forth, excepting for those services set forth in Paragraph 11.

(\*). Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

Mathewson Right of Way Company shall engage an Illinois Licensed Appraiser to prepare an appraisal report in accordance with all relevant IDOT policies and procedures.

Mathewson Right of Way Company shall engage an Illinois Licensed Appraiser to provide appraisal review services in accordance with all relevant IDOT policies and procedures.

Mathewson Right of Way Company shall obtain title commitments for four (4) PINs from an Illinois Licensed Title Company.

4. The above described services shall be provided for the following fees:

<u>Task</u>	<u>Rate</u>	<u>Parcels</u>	<u>Extension</u>
Appraisal	\$2,800.00	4	\$11,200.00
Appraisal Review	\$1,500.00	4	\$6,000.00
Title Commitments	\$500.00	4	\$2,000.00
Negotiations	\$4,000.00	4	\$16,000.00
 PROJECT Total:			<hr/> \$35,200.00

\* Closing costs are not included in the scope of this proposal.

5. VILLAGE will furnish MROWCO with preliminary construction plans identifying required property. MROWCO will prepare or cause to be prepared title reports or evidence of ostensible ownership for each parcel. It is understood and agreed that the VILLAGE shall be considered to be the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for each parcel assigned. Upon termination of this contract for any cause or upon completion of the acquisition of each parcel or upon request of VILLAGE when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be returned to VILLAGE. MROWCO's parcel files shall be available for inspection or review of its contents by VILLAGE, State or Federal Highway Administration personnel at any time.
6. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the VILLAGE for approval. In the case of an acquisition covering the displacement of any individual, family, business, farm operation, or the personal property thereof, the appropriate Relocation Introductory Letter and Brochure shall also be provided by VILLAGE.
7. Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall notify the VILLAGE or Illinois Department of Transportation Relocation representative no less than five (5) days prior to the intended date of initiation of negotiation for the parcel in order to coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.
8. MROWCO shall make every reasonable effort to negotiate settlements for the acquisition of each parcel based on the approved appraisal amount or an amount approved by the the VILLAGE and upon closing each acquisition obtain and furnish VILLAGE with curative documents necessary to satisfy any and all title objections or unrecorded interests in said parcel, (excepting that VILLAGE shall obtain all subordinations of utility easements) sufficient for approval of title by VILLAGE and the VILLAGE Attorney as required or VILLAGE'S request or warrants in payment for each acquired parcel.
9. Pursuant to paragraph 3.05-9 of the Negotiations Chapter of the Land Acquisition Policies and Procedures Manual, no offers in excess of the approved appraisal amount shall be made by MROWCO without prior written approval of the VILLAGE.
10. In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Record Form completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The VILLAGE may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter request assignment of a Special Assistant Attorney General (or the VILLAGE Attorney) to proceed with

preparation of a condemnation petition. In any case, said VILLAGE reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

11. It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of VILLAGE or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
  - (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.
12. MROWCO will not furnish a copy of any appraisal or the findings of results contained therein to any other person or agency unless authorized by VILLAGE or upon court order.
13. Invoices for services will be submitted through Gewalt Hamilton Associates, Inc. and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pretrial conferences and court testimony will show the items listed above and in addition, will include a statement of the nature of services performed and amount of time thereon. A progress report showing status of all active assigned parcels shall be supplied upon request.
14. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warrant, VILLAGE shall have the right to annul this contract without liability.
15. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately inform the VILLAGE and its Engineers accepting this proposal and return all material furnished to it for reassignment to others.
16. Any dispute concerning a question of fact arising under this proposal shall be decided by the VILLAGE accepting this proposal and such decision shall be final and conclusive.
17. Changes in the work to be performed under this proposal may be made at any time in writing by VILLAGE. If such changes justify an increase or decrease in the per parcel rate set forth herein, an equitable adjustment shall be made and this contract shall be modified accordingly. Documentation which is considered inadequate will be augmented and errors will be corrected upon request without additional cost.

18. VILLAGE may terminate this proposal at any time for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for the services which have been completed. Parcel negotiations in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of VILLAGE; provided, however, that should this proposal be terminated solely because the progress or quality of work is unsatisfactory as determined by the Engineer for VILLAGE accepting this proposal, then no payment will be made or demanded by MROWCO for any negotiation services which have not been completed and delivered to VILLAGE prior to the date of said termination.
19. MROWCO will save harmless VILLAGE from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.
20. MROWCO agrees that this contract or any part thereof will not be sublet or transferred without the written consent of the Engineer accepting this proposal for VILLAGE.
21. In the event this proposal is accepted, it shall constitute a contract as of the date it is approved by VILLAGE or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.
22. The undersigned in making the certifications required by this proposal in paragraphs 23 through 32 is making these certifications on behalf of the contracting entity and its officers and each individual authorized to do work for the Illinois Department of Transportation under this proposal.
23. It is understood and agreed that Appendices A and B shall be a part of this contract and MROWCO agrees to be bound by the terms and provisions contained herein.
24. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor that he has made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.  
  
If a firm, the firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
25. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a:

Individual  
 Sole Proprietorship  
 Partnership

Real Estate Agent  
 Governmental Entity  
 Tax Exempt Organization

(IRS 501 (a) only)  
 Corporation  Trust or Estate  
 Not-for-Profit Corporation  
 Medical and Health Care Services Provider Corporation

26. MROWCO, under penalty or perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

(INSERT EXCEPTIONS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

27. MROWCO under penalties of perjury, certifies that as in accordance with Section 11.1 of the Illinois Purchasing Act, no person who is entitled to receive individually more than 7 1/2 percent of the total distributable income of the organization or together with their spouse or minor child more than 15 percent of the total distributable income of the organization is (i) an elected State official, a member of the General Assembly, an appointed office, a State or County employee; (ii) an officer or employee of the Illinois Toll Highway Authority or the Illinois Building Authority; or (iii) a spouse or minor child of any such enumerated person.

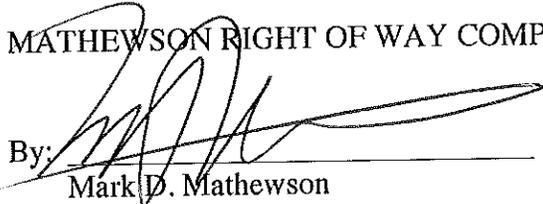
Type of Ownership

Corporation  Non-Incorporated  
 Individual  Partnership  
 Other (Please specify) \_\_\_\_\_

28. MROWCO certifies that it is not in default on an educational loan as provided in Public Act 85-827.
29. MROWCO certifies that it is not barred from bidding on State of Illinois contracts because of violations of state law regarding bid rigging or rotating (P A 85-1295), Illinois Revised Statutes 1987 Supp., Ch. 38, Par. 33E-3 and 33E-4.
30. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
31. MROWCO agrees by signing this proposal to the provisions as written. This proposal shall be governed by Illinois law.
32. MROWCO shall maintain, for a minimum of five 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 contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State or the County for the recovery of any funds paid by the State or the County under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Submitted this 19th day of April, 2013.

MATHEWSON RIGHT OF WAY COMPANY

By: 

Mark D. Mathewson  
President

Accepted this \_\_\_ day of \_\_\_\_\_, 2013.

Gewalt Hamilton Associates, Inc.

By: \_\_\_\_\_