



**TranSystems**

1475 East Woodfield Road  
Suite 600  
Schaumburg, IL 60173  
Tel 847.605.9600  
Fax 847.463.0565

[www.transystems.com](http://www.transystems.com)

July 1, 2022

Mr. Andy Hynes, P.E.  
City Traffic Engineer / Transportation, Engineering and Development Business Group  
City of Naperville  
400 South Eagle Street  
P.O. Box 3020  
Naperville, IL 60566-7020

Reference: North Aurora Road Underpass  
From Pennsbury Lane to Frontenac Road  
DuPage County  
P.O. No. 163096  
RFP No. 16-135  
**SUPPLEMENT No. 4**

Dear Mr. Hynes,

We are pleased to submit for your review and approval Supplement No. 4 for the North Aurora Road Underpass project. We have included the following items:

- Exhibit A – Scope of Engineering Services
- Exhibit B – Cost Estimate of Consultant Services
- Exhibit C – Cost Estimate of Subconsultant Services

This supplement includes four items required to complete the project. The first item is a full Phase I Re-evaluation required based on direction of IDOT BLRS, which among other things includes conducting a Noise Analysis and a Public Information Meeting. The second item is for additional technical coordination with Enbridge pipeline, additional coordination with the City in preparation for ICC Status Hearings, assistance related to the development of the construction and maintenance agreements with the railroads, and bi-weekly critical items coordination calls with the project partners. The third item is for additional project management due to the extension of the project schedule and the fourth item is for additional Survey and ROW services related to land acquisition of the WCL and BNSF parcels 0009 and 0011. The cost for completing these items in Supplement No. 4 is \$144,724.

If you have any questions or require additional information, please call me at (847) 407-5300.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew J. Smith".

Matthew J. Smith, P.E.  
enclosures



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### **EXHIBIT A – Scope of Engineering Services - Supplement No. 4** **North Aurora Road Underpass at CN Railroad (Pennsbury Lane to Frontenac Road)** **Section No. 06-00133-00-BR**

This supplement consists of Phase II engineering services to perform additional work in four areas to complete the North Aurora Road Underpass at CN Railroad project as described in detail below. The following tasks are included to complete this work:

#### **1.0 Phase I Re-Evaluation (390 hours)**

A full re-evaluation of the Phase I documentation is required based on the direction of IDOT BLRS in order to allow the project to proceed to a letting. IDOT made this decision since the original Phase I was approved 12 years ago in 2010.

The following tasks are necessary to complete the re-evaluation:

- a. Phase I Re-Evaluation Document: Draft, Pre-Final, Final. Coordinate reviews with IDOT. **[60 hours]**:
- b. Addendum Environmental Survey Request/Wetland Impact Evaluation Form **[24 hours]**
- c. 2050 Traffic Projections **[8 hours]**
- d. Revised Purpose and Need **[12 hours]**
- e. FHWA/IDOT Coordination Meetings: Attend two FHWA/IDOT coordination meeting to obtain Phase 1 approvals for the project. Prepare coordination meeting agenda and full handout package as required by IDOT BLRS (BLR 22410 Form). Prepare exhibits and meeting summary. **[52 hours]**
  - i. Agenda and meeting request form (1.5 hour per meeting = 3 hours)
  - ii. Coordination Meeting Data Form (Form BLR 22410) (12 hours for 1<sup>st</sup> meeting, 4 hours for 2<sup>nd</sup> meeting = 16 hours)
  - iii. Exhibits (8 hours per meeting = 16 hours)
  - iv. Meeting attendance (3 people \* 1.5 hour \* 2 meetings = 9 hours)
  - v. Meeting summary (4 hours per meeting = 8 hours)
- f. Public Information Meeting: Conduct a public information meeting to present the preferred improvement plans, right-of-way needs, environmental impacts, detour requirements including the full closure of the road for 30 to 60 calendar days, project costs, construction staging and schedule. The public information meeting will be conducted to meet Federal requirements and will be formatted as an open house. **[98 hours]**
  - i. Complete the public information meeting notice (4 hours)
  - ii. Prepare all public information meeting exhibits (welcome signs, wayfinding signs, location map, detour exhibit, plan & profile exhibit, construction schedule, brochure, comment form, sign-in sheet) (9 items x 6 hours average per item = 54 hours)

- iii. Summarize both the meeting and the comments from the meeting for purposes of the Re-Evaluation document (12 hours)
- iv. Prepare responses to comments from the meeting (4 hours)
- v. Conduct a dry run with the City (hours included under bi-weekly meeting task)
- vi. Attend the Public Information Meeting (4 staff x 6 hours = 24 hours)

The City will be responsible for securing the meeting location, publication of notices and postings, and collecting all comments.

- g. Noise Analysis: Prepare a Traffic Noise Model (TNM) for existing (2022) and 2050 traffic volumes for selected receptors within Common Noise Environments along North Aurora Road. The noise analysis will follow the current FHWA approved IDOT noise policy. Noise monitoring will be completed, and existing noise levels will be developed from the model. **[112 hours]**.
  - i. Complete noise measurements at 3 locations (16 hours)
  - ii. Create 3 modeled alternatives (existing, 2050 no-build, 2050 build) (3 models \* 16 hours/model = 48 hours)
  - iii. Evaluate potential noise abatement for feasibility, reasonability, and cost effectiveness (16 hours)
  - iv. Prepare technical memorandum (20 hours)
  - v. Submit memorandum to IDOT BLRS for review, make revisions, and submit final document (12 hours)
- h. QA/QC **[24 hours]**
  - i. Phase I Re-evaluation form (6 hours)
  - ii. Addendum ESR (2 hours)
  - iii. Revised Purpose & Need (2 hour)
  - iv. Public Meeting (Exhibits) (6 hours)
  - v. Noise Analysis (8 hours)

## 2.0 Additional Project Coordination (318 Hours)

The combination of the original scope (December 2016) and Supplement No. 3 scope (January 2022) included hours for project coordination. Given the complexities of the project, additional coordination is required as described below:

- a. Enbridge Pipeline Coordination (66 hours):

Ongoing technical coordination with Enbridge pipeline in the development of their pipeline relocation design through bi-weekly coordination meetings. These meetings began in January 2021 and are scheduled to continue through June 2023. Supplement #3 included hours for meetings through September 2022. Therefore, an additional 9 months of bi-weekly meetings will be required for a total of 18 at 3 hours/meeting for a total of 54 hours. A coordination meeting will be conducted with several utility companies to facilitate

coordination and permit relocation plans. Meeting preparation and follow-up coordination will be included for a total of 12 hours.

- b. Railroad Coordination & Illinois Commerce Commission (ICC) Hearings **[144 Hours]**
  - i. Reviewed and supported the City in development of a memo to IDOT for the license agreement & attended coordination meeting with IDOT Land Acquisition staff. (12 hours)
  - ii. Ongoing support to the City related to the negotiation related to maintenance of bridge and retaining walls and acceptance of the WCL and BNSF CMA (36 hours)
  - iii. Continued design coordination with WCL and BNSF including plan submittal, design review comments and agreements. (4 hours/month for 18 months (Feb '22 through July '23) 4 x 18 = 72 hours)
  - iv. Preparation, assistance, and attendance for 3 ICC status hearings (TranSystems staff has attended 5 to date and will attend 3 more). Preparation and assistance included pre and post meeting discussions [3 meetings @ 8 hours/meeting = 24 hours]
- c. Critical Items Bi-Weekly Coordination with Project Partners **[108 hours]:**

Conducted bi-weekly coordination calls with the Cities of Naperville and Aurora, necessary to keep the project partners informed of critical project issues such as status of land acquisition, Buy America compliance, Enbridge pipeline and railroad coordination. There have been 18 meetings to date (12 of which were covered in Supplement #3) and it is anticipated that an additional 12 meetings are required for a total of 30 meetings. This Supplement is intended to cover the remaining 18 of the 30 at 6 hours/meeting for a total of 108 hours.

### 3.0 Additional Project Management (90 Hours)

The current scope assumed the project would be completed in January 2022. The project will now extend through July 2023 and will require 18 months of additional project management.

- a. Project scheduling, monitoring, and management (18 months @ 4 hours/month = 72 hours)
- b. Project administration and invoicing (18 months @ 1 hour/month = 18 hours)

### 4.0 ROW Acquisition and Survey

- a. Revisions to the play of highways by **Jorgensen & Associates** to modify the BNSF temporary easements to a License Area as described in the Construction and Maintenance agreement as detailed in the attached proposal in Exhibit C.
- b. Additional appraisal, appraisal review, and negotiation services on the WCL and BNSF railroad parcels (0009 and 0011) by **Mathewson Land Services, Inc.** as detailed in the attached proposal in Exhibit C.

**EXHIBIT B**

**COST ESTIMATE OF CONSULTANT SERVICES**



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Naperville	DuPage	06-00133-00-BR
<b>Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
TranSystems Corporation	BVW	7/1/2022

### PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	143.97%
START DATE	8/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	7/31/2023			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2022	4/1/2023	8	66.67%
1	4/2/2023	8/1/2023	4	34.00%

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The total escalation = 0.67%

**MAXIMUM PAYROLL RATE** 78.00

<b>ESCALATION FACTOR</b>	<b>0.67%</b>
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## PAYROLL RATES

## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

City of Naperville

DuPage

06-00133-00-BR

## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>COMPLEXITY FACTOR</b>	<b>0</b>
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TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Phase I Re-Evaluation	390	20,831	29,990		6,874		57,695	39.87%
Additional Project Coordination	318	19,125	27,535		6,311		52,971	36.60%
Additional Project Management	90	5,649	8,133		1,864		15,646	10.81%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Mathewson Land Services, Inc.		-	-		-	11,950	11,950	8.26%
Jorgensen and Associates		-	-		-	6,462	6,462	4.47%
		-	-		-		-	
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		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	798	45,605	65,658	-	15,049	18,412	144,724	100.00%

BLR 05514 (Rev. 04/30/21)  
Cost Estimate Worksheet





**EXHIBIT C**

**COST ESTIMATE OF SUBCONSULTANT SERVICES**

JORGENSEN AND ASSOCIATES, INC.



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**  
*Est. 1990*

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June 29, 2022

Mr. Mathew J. Smith, P.E.  
TranSystems Corporation  
1475 East Woodfield Road  
Suite 600  
Schaumburg, Illinois 60173-5440

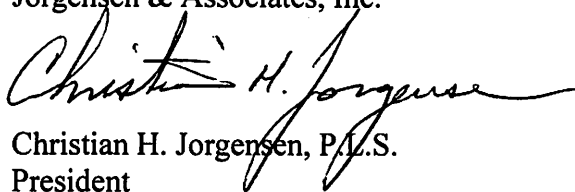
Re: City of Naperville – North Aurora Road Survey Proposal

Dear Mr. Smith:

Enclosed, please find our proposal to revise the BNSF Railway temporary easement parcels of the existing plat of highways and legal descriptions for the referenced project. Our proposal is based on your email of June 22<sup>th</sup> and our telephone conversation.

Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.

  
Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Transystems\Naperville\North Aurora Rd\Additional\3rd Addition\Letter

Route: North Aurora Road  
Section: @ Frontenac Court  
County: DuPage  
Job No.:

**Exhibit "A"**

**Payroll Burden & Fringe Costs**

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: North Aurora Road  
Section: @ Frontenac Court  
County: DuPage  
Job No.:

**Exhibit "B"**

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
Total Overhead	80.81%

# **PAYROLL ESCALATION TABLE FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.  
PRIME/SUPPLEMENT Prime

DATE 06/29/22  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 6/29/2022  
RAISE DATE 12/29/2022

OVERHEAD RATE 154.57%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 0.00%

## **ESCALATION PER YEAR**

6/29/2022 - 12/29/2022

12/30/2022 - 6/29/2023

6  
12

6  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 50.00%  
= 1.0000

50.00%

**The total escalation for this project would be:**

**0.00%**

06/29/22

FIRM NAME

**PRIME/SUPPLEMENT**

PSB NO.

## Prime

## ESCALATION FACTOR

**0.00%**

[illegible]



## 0

<b>FIRM</b>	<u>Jorgensen &amp; Associates, Inc.</u>
<b>PSB</b>	<u></u>
<b>PRIME/SUPPLEMENT</b>	<u>Prime</u>

**SHEET**                      1      OF      1

Printed 6/29/2022

Bureau of Design and  
Environment (Rev. 05/08/15)

Route: North Aurora Road  
 Section: @ Frontenac Court  
 County: DuPage  
 Job No.:

## Manhour Breakdown

### Land Acquisition Estimate

### Length of Project

$$\text{BNSF Railway} = \underline{\pm 1,750'} = \underline{\pm 0.331 \text{ mile}}$$

Total Length =  $\pm 1,750'$  =  $\pm 0.331$  mile

2 Parcels:      2 Temporary Easement

1. Pre-Survey Phase  
Research available records

a.	Title Co.	)	
		)	
b.	Recorder's Office	)	
		)	
c.	I.D.O.T.	)	
		)	
d.	Utilities	)	
		)	
e.	Private Surveyors	)	
		)	
f.	Land Owners	)	<u>0 MH</u>

Sub-total Item # 1	0 MH
--------------------	------

2. Reconnaissance Survey 0 MH

3. Project Survey Plan ± 2,640'/sheet-2 sheets

a.	Alignment info	)	
		)	
b.	Existing R.O.W. info	)	
		)	
c.	Land line data	)	
d.	Subdivision data	)	1 hour/sheet x 1 = 2 MH

Sub-total Item #3	2 MH
-------------------	------

4.	First Submittal Plat of Highways & Descriptions		
a.	Ownership info	)	
		)	
b.	Total holding boundaries	)	
		)	
c.	Total holding area listing	)	0 MH
		)	
d.	Private survey info	)	
		)	
e.	Deed calculated closures	)	
f.	Layout and drafting	± 800'/sht. ± 6 sheets	
	8 hours x 1 man =		8 MH
	Revise existing sheets	6 sheets =	5 MH
	Parcel Exhibits		
	16 hours x 1 man =		16 MH
g.	Legal descriptions	2 descriptions	<u>2 MH</u>
	Sub-total Item #4		31 MH
5.	Survey (Field)		
a.	Monument center line alignments		0 MH
b.	Measure existing R.O.W. & property lines		0 MH
c.	Appraisal topography		
	4 hours x 2 men =		8 MH
d.	Monument Proposed right of way		<u>0 MH</u>
	Sub-total Item #5		8 MH

6.	Survey (Office)	
a.	Compute traverse	0 MH
b.	Compute existing R.O.W. & property lines	0 MH
c.	Compute center line alignments	0 MH
d.	Compute proposed easement	<u>0 MH</u>
	Sub-total Item #6	0 MH
7.	Final Submittal Plat of Highways & Descriptions	
c.	Final drafting $\pm$ 6 sheets 2 hours x 1 man =	2 MH
b.	Final descriptions 2 descriptions	1 MH
c.	Assembly of final papers	3 MH
d.	Deliver final papers to Transystems' Office 2 hours x 1 man=	<u>2 MH</u>
	Sub-total Item #7	8 MH
8.	QC/QA	
a.	Check preliminary plats & parcel exhibits 8 sheets	7 MH
b.	Check preliminary legal descriptions 2 legal descriptions	1 MH
c.	Check final plats & parcel exhibits 8 sheets	2 MH
d.	Check final legal descriptions 2 legal descriptions	<u>1 MH</u>
	Total All Items	60 MH

Route: North Aurora Road  
Section: @ Frontenac Court  
County: DuPage  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

5. Survey (Field)

a. Trips to project site – 1 each  
± 120 miles/trip x 1 trip = ± 120 miles  
± 120 miles @ \$0.58/mile = \$ 69.60

7. Final Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars  
6 sheets @ \$5.00/sheet = \$ 30.00

b. Deliver Final Papers to Transystems' office  
± 60 miles/trip x 1 trip = ± 60 miles  
± 60 miles @ \$0.58/mile = \$ 34.80

Total All Items \$ 134.40

MATHEWSON LAND SERVICES, INC

**CONTRACT SUPPLEMENT**  
**AGREEMENT FOR**  
**RIGHT OF WAY CONSULTING SERVICES**

**City of Naperville / TranSystems**  
**North Aurora Road**

AGREEMENT between Mathewson Land Services, Inc. (MLS) whose address is 2024 Hickory Road, Suite 300, Homewood, Illinois 60430 and TranSystems Corporation (TRANSYSTEMS), whose address is 1475 East Woodfield Road, Suite 600, Schaumburg, Illinois 60173.

MLS shall provide to TRANSYSTEMS, on behalf of City of Naperville (CITY), consulting services for the acquisition of right of way for the North Aurora Road (PROJECT).

The PROJECT shall consist of the acquisition of approximately 7 parcels.

MLS shall perform the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing Fee

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

TRANSYSTEMS shall compensate MLS for the services provided on behalf of the CITY under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The original amount of compensation authorized by this agreement was not to exceed \$49,200.00. The total amount of compensation authorized by this contract supplement is not to exceed \$11,950.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 22nd day of June, 2022.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Mathewson Land Services, Inc.**

**TranSystems Corporation**

By: 

Mark D. Mathewson  
President

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



## **EXHIBIT A: SCOPE OF SERVICES**

MLS agrees to perform, at the direction of TRANSYSTEMS, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing Fee

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the CITY'S concurrence. MLS shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the CITY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the CITY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CITY. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the CITY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of appraisal work.

## **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CITY. These updates or revisions will be assigned to MLS in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review

Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MLS and approved by the CITY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of review appraisal work.

## **NEGOTIATIONS**

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CITY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CITY must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the CITY as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CITY on an individual parcel basis.

In the event MLS, 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, MLS shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MLS'S Negotiator's Report completed to date with the names and addresses of all interested parties. MLS'S written report shall also include its recommendation for further procedure

towards acquiring the parcel. The CITY may elect to prepare and forward a Final Offer letter (with copy to MLS) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CITY reserves the right to require MLS to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CITY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CITY, and the complaint is filed.

If requested to do so, MLS shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CITY due to new parcel information supplied by the CITY to MLS after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MLS shall 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.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid for as specified in Exhibit B.

## EXHIBIT B: COMPENSATION

The services to be provided by MLS under this agreement shall be assigned and compensated as provided in the table below.

PIN	Negotiation Fee	Appraisal Fee	Appraisal Review Fee	Closing Fee	Total
Multi- (ComED)		\$1,500.00	\$750.00		\$2,250.00
TBD (CN RR)*	\$5,000.00	\$3,150.00	\$1,575.00	\$2,000.00	\$11,725.00
TBD (BNSF RR)	\$5,000.00	\$3,150.00	\$1,575.00	\$2,000.00	\$11,725.00
07-17-113-022	\$2,000.00	\$2,500.00	\$1,000.00	\$1,250.00**	\$6,750.00
07-17-200-005	\$2,000.00	\$2,500.00	\$1,000.00	\$1,250.00**	\$6,750.00
07-17-200-006	\$2,000.00	\$2,500.00	\$1,000.00	\$1,250.00**	\$6,750.00
07-17-202-005	\$2,000.00			\$1,250.00**	\$3,250.00
Totals:	\$18,000.00	\$15,300.00	\$6,900.00	\$9,000.00	<b>\$49,200.00</b>

\*MLS will assist with the construction & maintenance agreement with Canadian National Railway.

\*\*MLS shall provide title commitments for any TE Extension identified above.

The sum of all services shall not exceed \$49,200.00.

This SUPPLEMENT to the AGREEMENT contains additional appraisal, appraisal review, and negotiation services on two (2) parcels:

Parcel Number	Negotiation Fee	Appraisal Fee	Appraisal Review Fee	Total
0009	\$2,500.00	\$3,150.00	\$1,575.00	\$7,225.00
0011		\$3,150.00	\$1,575.00	\$4,725.00
Totals:	\$2,500.00	\$6,300.00	\$3,150.00	<b>\$11,950.00</b>

The sum of all services shall not exceed \$11,950.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MLS in the performance thereof.

All direct expenses related to closings will be invoiced directly to the City of Naperville.

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The CITY shall provide MLS with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. 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.

### **2. Termination**

TRANSYSTEMS may terminate this AGREEMENT at any time and for any cause by a notice in writing to MLS. In the event of such termination, payment will be made to MLS for any completed services. Services 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 the CITY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by TRANSYSTEMS accepting this AGREEMENT, then no payment will be made or demanded by MLS for any services which have not been completed and delivered to the CITY prior to the date of said termination.

### **3. Project Materials**

a. It is understood and agreed that the CITY shall be considered 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 MLS during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MLS will provide a copy of the original file of the parcel during the course of the project to CITY. MLS will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to CITY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of CITY when acquisition is determined to be by Eminent Domain proceedings, MLS's parcel file shall be delivered to the CITY. MLS'S parcel files shall be available for inspection or review of its contents by CITY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.

b. Electronic copies shall be provided unless CITY requests to the contrary.

### **4. Records Preservation**

MLS shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount,

recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the CITY Auditor; and the MLS agrees to cooperate fully with any audit conducted by the Auditor 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 CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### **5. Consultant Certifications and Representations**

- a. MLS certifies that MLS has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the CITY under this AGREEMENT.
- b. MLS under penalties of perjury, certifies that 85-4092178 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MLS certifies that it is not in default on an educational loan.
- d. MLS certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MLS certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MLS, under penalty or perjury under the laws of the United States, certifies that 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:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and

- iv. 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.
- g. MLS certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MLS 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.
- h. MLS is hereby notified that the CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MLS warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

## **6. Disclosures**

- a. MLS hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the CITY accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MLS agrees to be bound by the terms and provisions contained herein.
- c. MLS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, 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 AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability.

## **7. Indemnity**

MLS will indemnify and hold harmless the CITY from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.



## **8. Insurance**

MLS shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

TRANSYSTEMS shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. TRANSYSTEMS shall be named as additional insured on all liability policies, and MLS acknowledges that any insurance maintained by TRANSYSTEMS shall apply in excess of, and not contribute to, insurance provided by MLS. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

TRANSYSTEMS shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

## **9. Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

## **10. Governing Law**

Terms of this AGREEMENT will be governed by Illinois law.

## **11. Transferability**

MLS agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the CITY accepting this AGREEMENT.

## **12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by TRANSYSTEMS or its authorized representative and shall be binding on MLS, its executors, administrators, successors or assigns, as may be applicable.

# STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. 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 Land Services, Inc.  
Printed Name of Organization

Signature of Authorized Representative  
Requisition/Contract/Grant ID Number

Mark D. Mathewson, President  
Printed Name and Title  
June 22, 2022  
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 2.1 O(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 2.1 O(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 **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Land Services, Inc.  
2024 Hickory Road, Suite 300  
Homewood, IL 60430

By:   
Mark D. Mathewson, President

June 22, 2022

FEIN: 85-4092178

Telephone: (312) 676-2900

For the **LPA**:

City of Naperville /  
TransSystems Corporation

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_