

AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
April 9, 2012

Immediately Following General Administration & Personnel

Members:	Gary Stanton, Chairperson	Jacquelyn Green, Trustee
	Karen Mills, Vice Chairperson	Anna Newell, Trustee
	Ray Kincaid, Trustee	Gary Pilafas, Trustee
		William McLeod, Mayor

I. Roll Call

II. Approval of Minutes - March 19, 2012

NEW BUSINESS

1. Request approval of Amendment No. 1 to the Preliminary Engineering Services Agreement with HR Green, Inc. of McHenry, IL for Phase II design services for the IL Route 59 and Shoe Factory Road right turn lane project in an amended cost not to exceed \$87,198.
2. Request approval of the Phase III Local Agency Agreement with the State of Illinois and the Construction Engineering Services Agreement with HR Green, Inc. of McHenry, IL for the IL Route 59 and Shoe Factory Road CMAQ intersection project.
3. Request acceptance of Transportation Division Monthly Report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Village of Hoffman Estates

**TRANSPORTATION & ROAD IMPROVEMENT
COMMITTEE MEETING MINUTES**

March 19, 2012

I. Roll Call

Members in Attendance:

**Gary Stanton, Chairperson
Karen Mills, Vice Chairperson
Ray Kincaid, Trustee**

**Other Corporate Authorities
in Attendance:**

**Trustee Jacquelyn Green
Trustee Anna Newell
Trustee Gary Pilafas
Village President William McLeod**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Mark Koplin, Asst. Vlg. Mgr. Dev. Services
Peter Gugliotta, Director of Planning
Gary Skoog, Director of Economic Dev.
Patrick Seger, Dir. of Human Resource Mgmt.
Bob Gorvett, Fire Chief
Michael Hish, Police Chief
Mike DuCharme, Director of Finance
Ken Gomoll, Asst. Director, Public Works
Algean Garner, Dir. of HHS
Mike Hankey, Director of Transportation
Doug Schultz, Community Relations Coord.
Ben Gibbs, GM, Sears Centre Arena
Sarah Kuechler, Admin. Intern
Bruce Anderson, Cable TV Coordinator
Bev Romanoff, Village Clerk**

Others in Attendance:

Daily Herald

The Transportation & Road Improvement Committee meeting was called to order at 8:00 p.m.

II. Approval of Minutes

Motion by Trustee Pilafas, seconded by Trustee Green, to approve the Transportation & Road Improvement Committee meeting minutes of February 20, 2012. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request authorization to award contract for the 2012 Street Revitalization Project to Schroeder Asphalt Services, Inc. (low bidder) in the amount of \$2,731,837.**

Item summary sheet from Mike Hankey and Gary Salavitch was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Green, to award contract for the 2012 Street Revitalization Project to Schroeder Asphalt Services, Inc. (low bidder) in the amount of \$2,731,837. Voice vote taken. All ayes. Motion carried.

- 2. Request approval of a contract for Phase I engineering services on the Barrington Road full interchange project with Crawford, Murphy & Tilly, Aurora, IL, at a cost not to exceed \$1,977,577.41**

Item summary sheet from Mike Hankey was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Mills, to approve contract for Phase I engineering services on the Barrington Road full interchange project with Crawford, Murphy & Tilly, Aurora, IL, at a cost not to exceed \$1,977,577.41. Voice vote taken. All ayes. Motion carried.

- 3. Discussion regarding striping on Huntington Boulevard from Algonquin Road to Freeman Road.**

Item summary sheet from Mike Hankey was presented to Committee.

Mike Hankey addressed the Committee and stated that Huntington Boulevard from Algonquin to Freeman Road is included in the scope of resurfacing work with the 2012 Street Revitalization project. The pavement work proposed does not call for any widening of the existing street. There is an opportunity to consider revising the lane configurations on Huntington Boulevard. The restriping will be done as part of the resurfacing during the 2012 street project.

Motion by Trustee Pilafas, seconded by Trustee Mills, to endorse the recommendation that restriping of Huntington Boulevard be done as part of the 2012 street project. Voice vote taken. All ayes. Motion carried.

- 4. Request acceptance of Transportation Division Monthly Report.**

The Transportation Division Monthly Report was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Mills, to approve the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Pilafas, seconded by Trustee Newell, to adjourn the meeting at 8:14 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of Amendment No. 1 to the Preliminary Engineering Services Agreement with HR Green, Inc. of McHenry, IL for Phase II design services for the IL Route 59 and Shoe Factory Road right turn lane project in an amended cost not to exceed \$87,198

MEETING DATE: April 9, 2012

COMMITTEE: Transportation and Road Improvement

FROM: Michael Hankey

PURPOSE: Request approval of an amendment to the preliminary engineering services contract with HR Green, Inc. for Phase II design services for the IL Route 59 and Shoe Factory Road right turn lane project at an amended cost not to exceed \$87,198.

BACKGROUND: An agreement with HR Green, Inc. for Phase II final design engineering, plans, specifications and estimates at IL Route 59 and Shoe Factory Road was approved in June 2011. The original scope of work was to process the required plans and documents through IDOT to continue with the construction of proposed right turn lane improvements. The original contract amount was \$74,948. An amendment to the contract is requested due to the enlarged scope of work as requested by IDOT. With this first amendment, the revised contract total will be \$87,198 (not to exceed amount).

DISCUSSION: IDOT's review of this project generated the unforeseen additional scope of work which includes additional traffic modernization, temporary traffic signals, temporary traffic signal interconnect system, and temporary lighting plans. The next step is to prepare bid documents and advertise the project.

HR Green has done an excellent job on this project. The project is scheduled for a June 2012 letting through IDOT. Even with the additional scope of work, HR Green is committed and confident the project will stay on track for the June letting. The scope and estimate for Amendment #1 from HR Green is attached. This amendment is needed in order for this project to continue to satisfy additional work required by IDOT and to meet the project deadlines to produce final engineering plans and specifications for the June 2012 letting. Staff has reviewed the proposed items with the associated not to exceed fee estimate and recommends approval.

FINANCIAL:

For the purpose of the IDOT Local Agency Amendment #1 agreement (attached), the local match to the federal funds is shown as State and local. The State has agreed to fund their portion of the non-federal share. Cook County has agreed to fund the remainder of the non-federal share according to their Letter of Understanding. Cook County is preparing a formal Agreement now that the project is at the end of Phase II with reimbursement terms. With funding from these two agencies there will be no cost to the Village. The engineering firm HR Green, Inc. will be paid from the combination of CMAQ, State, and County funds.

The reimbursement agreements indicate that the project's invoices are paid upfront then reimbursed by following each agency's process. The Village's Road Improvement Impact Fee program is fronting the local share which will be repaid 100% by the State and County.

RECOMMENDATION:

Recommend approval of Amendment No. 1 to the Preliminary Engineering Services Agreement with HR Green, Inc. of McHenry, IL for Phase II design services for the IL Route 59 and Shoe Factory Road right turn lane project in an amended cost not to exceed \$87,198.

Attachment

**AGREEMENT FOR CONSULTANT SERVICES
AMENDMENT #1**

Project #:	CMM-9003(595)
Section #:	10-00084-00-CH
Job #:	D-91-417-10
Project Location:	Village of Hoffman Estates
Original Contract Value:	\$74,948.00
Amendment #1:	\$12,250.00
Revised Contract Value:	\$87,198.00

AMENDMENT #1

Whereas, the Village of Hoffman Estates heretofore entered into a contract dated June 28, 2011 with HR Green, Inc.

Whereas the circumstances which necessitate this Agreement Amendment were not reasonably foreseeable at the time the Agreement was signed. Therefore, revisions and additions to the original contract are necessary as follows to accommodate additional scope of work requested by the Illinois Department of Transportation:

- See attached Scope of Services for Scope of Work details.

Whereas, the foregoing changes and additions were not anticipated and were not provided for in the original contract;

Therefore, it is necessary to expand the contractual scope and upper limit of compensation to be paid under the contract, as such:

- The original Preliminary Engineering Service Agreement for Federal Participation (BLR Form 5610) shall remain intact.

Whereas, this amendment will provide the appropriate adjustments to include the labor fee and the direct cost for the items identified above.

Whereas, the adjusted upper limit of compensation will exceed the original contract by not more than \$12,250.00.

Now, therefore, the parties hereto do mutually agree to changes to the AGREEMENT FOR CONSULTANT SERVICES as detailed above.

Save as to these provisions, all other terms and conditions of said contract are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on this _____
day of _____, 2012.

FOR VILLAGE OF HOFFMAN ESTATES


ATTEST:

By _____ By _____
Village Clerk Village President

FOR HR Green, INC.

ATTEST:

By _____ By _____
Project Director Vice President

 Illinois Department of Transportation Local Agency Amendment # 1 for Federal Participation	Local Agency Village of Hoffman Estates	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 10-00084-00-CH	Fund Type: CMAQ	ITEP Number:		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-417-10	CMM-9003(595)		

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Type of Work	Amended Division of Cost						Total
	FHWA	%	STATE	%	LA	%	
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	69760	(*)	8720	(**)	8720	(**)	87,200
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	
TOTAL	\$ 69,760		\$ 8,720		\$ 8,720		\$ 87,200

*Maximum FHWA (CMAQ) Participation 80% not to exceed \$69,760 ** Maximum State participation 10% not to exceed \$8,720 & Cook County Participation 10% not to exceed \$8,720

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

William D. McLeod

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-2434131 conducting business as a Governmental Entity.

DUNS Number 074439308

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

Exhibit A - Phase II Engineering

Route: Illinois Route 59 at Shoe Factory
 Local Agency: Village of Hoffman Estates
 (Municipality/Township/County)
 Section: 10-00084-00-CH
 Project: CMM-9003(595)
 Job No. D-91-417-10

*Firm's approved rates on file with IDOT's Bureau of Accounting & Auditing:	
Overhead Rate (OH)	159.00%
Complexity Factor (R)	0
Calendar Days	150

Method of Compensation

- Specific Rate
- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.8 + R)DL + IHDC]
- Direct Labor Multiple [(2.8 + R)DL] + IHDC
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Temporary Lighting	35	\$35.66	\$1,248.10	\$1,984.48			\$468.72	\$3,701.30
Temporary Signals	37	\$37.51	\$1,387.87	\$2,206.71			\$521.21	\$4,115.80
Temporary Interconnect	10	\$35.66	\$356.60	\$566.99			\$133.92	\$1,057.52
Revisions/Coordination	30	\$37.94	\$1,138.20	\$1,809.74			\$427.45	\$3,375.39
Project Totals	112		\$4,130.77	\$6,567.92	\$0.00	\$0.00	\$1,551.31	\$12,250.00



Exhibit C - Phase II Engineering

Average Hourly Project Rates

Route Illinois Route 59 at Shoe Factory Road
 Section 10-00084-00-CH
 County Cook
 Job No. D-91-417-10
 PTB/Item _____

Consultant HR Green, Inc

Date 03/20/12

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Temporary Lighting			Temporary Signals			Temporary Interconnect			Revisions/Coordination					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	\$70.00	4	3.57%	2.50				2	5.41%	3.78				2	6.67%	4.67			
Civil Engineer III	\$35.66	108	96.43%	34.39	35	100.00%	35.66	35	94.59%	33.73	10	100.00%	35.66	28	93.33%	33.28			
TOTALS		112	100%	\$36.88	35	100%	\$35.66	37	100%	\$37.51	10	100%	\$35.66	30	100%	\$37.94			

SCOPE OF ADDITIONAL SERVICES
VILLAGE OF HOFFMAN ESTATES
ILLINOIS ROUTE 59 AND SHOE FACTORY ROAD INTERSECTION IMPROVEMENTS
PHASE II ENGINEERING

Project Understanding

The Village of Hoffman Estates proposes to improve the intersection of Illinois Route 59 at Shoe Factory Road by widening all four legs of the intersection by the addition of right turn lanes. The project limits on Illinois Route 59 are from approximately 500 feet south of Shoe Factory Road to approximately 600 feet north of Shoe Factory Road. The project limits on Shoe Factory Road are from 500 west of Illinois Route 59 to approximately 550 feet east of Illinois Route 59. The funding split for this funding is 80% federal and 20% local which includes a 10% match by both the Illinois Department of Transportation and the Cook County Highway Department.

This supplement identifies the additional out of scope services for the intersection improvement for Illinois Route 59 at Shoe Factory Road. Recent coordination with IDOT has resulted in additional work added to the contract. The services generally include additional traffic signal modernization (mast arms and signal heads), temporary traffic signals, temporary traffic signal interconnect system, and temporary lighting plans. The proposed work will be included in the current Illinois Route 59 at Shoe Factory Road intersection project being completed by HR Green, Inc.

Scope of Work

HR Green, Inc. will prepare Phase II contracts plans, special provisions, and other related Phase II documents as noted in this scope of work for the intersection improvements as described in this document.

1) Temporary Lighting

Temporary roadway lighting is being proposed for the entire intersection. Relocation of existing lighting units will impact the lighting system along Illinois Route 59. Temporary lighting will provide a functioning lighting system for the entire project duration. This temporary lighting system will be designed to meet IDOT Standards. HR Green, Inc. will prepare and include temporary lighting plans, pay items, details, quantities, and specifications into the final contract plans, estimates and bid documents for the various submittals to the Village, County, and IDOT.

2) Temporary Traffic Signal

IDOT has requested additional improvements to the existing traffic signal that will require installation of a temporary traffic signal. New mast arms are now being proposed on Illinois Route 59 and all of the traffic signal heads within the intersection will be replaced. Preparation of a temporary traffic signal is included in the scope of work. The temporary signal will be designed to meet IDOT Standards. HR Green, Inc. will prepare and include temporary signal plans, pay items, details, quantities, and specifications into the final contract plans, estimates and bid documents for the various submittals to the Village, County, and IDOT.

3) Temporary Traffic Signal Interconnect

IDOT has requested that a temporary traffic signal interconnect system be installed during the Illinois Route 59 construction to avoid potential impacts to the existing system. The temporary interconnect will be a wireless system. HR Green, Inc. will be providing temporary traffic signal interconnect plans, pay items, details, and quantities into the final contract plans, estimates and bid documents for the various submittals to the Village, County, and IDOT.

4) Coordination

- a) The following meetings and coordination are estimated:
 - i. At IDOT
 - (1) With Bureau of Traffic - Traffic Signal Meeting (1 meeting)
 - (2) With Bureau of Traffic - Lighting Meeting (1 meeting)
 - b) Meeting Requirements:
 - i. HR Green, Inc. will have two (2) representatives at all meetings
 - ii. HR Green, Inc. will prepare the meeting minutes
 - iii. A maximum of eight (8) hours per meeting have been allotted, including meeting preparation, travel time, and the preparation of the meeting minutes

5) Submittals

- a) During the development of the contract plans and specifications, one submittal will occur at final (100%). Comments received will be addressed and a disposition of comments will be prepared by HR Green, Inc.
- b) Final submittal (100%)
 - i. The final submittal (100%) will include the following.
 - (1) Contract Plans
 - (a) Index/General Notes/Standards
 - (b) Summary of Quantities
 - (c) Temporary Traffic Signal Plans (20 scale, 2 view)
 - (d) Temporary Lighting Plans and Details
 - (e) Temporary Interconnect Plans
 - (f) Miscellaneous Details
 - (g) IDOT Standards
 - (2) Special Provisions
 - (3) Estimate of Time
 - (4) Opinion of Probable Construction Cost
 - ii. The submittal to the Village and County will include:
 - (1) Two (2) 11" x 17" paper copies of the Contract Plans
 - (2) Two (2) copies of the Special Provisions
 - (3) One (1) copy of the Opinion of Probable Construction Cost
 - (4) A PDF of the plans, cost estimates, estimate of time, and quantity calculations

- iii. The submittal to IDOT will include:
- (1) One (1) 22" x 24" Mylar copy of the Traffic Signal Plans
 - (2) One (1) 22" x 24" Bond copy of the Plans
 - (3) Two (2) 11" x 17" copies of the Contract Plans
 - (4) Four (4) copies of the Special Provisions
 - (5) Four (4) copies of the Opinion of Probable Construction Cost
 - (6) Four (4) copies of the Estimate of Time

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of the Phase III Local Agency Agreement with the State of Illinois and the Construction Engineering Services Agreement with HR Green, Inc. of McHenry, IL for the IL Route 59 and Shoe Factory Road CMAQ intersection project

MEETING DATE: April 9, 2012

COMMITTEE: Transportation and Road Improvement Committee

FROM: Michael Hankey

PURPOSE: Present the Phase III local agency agreement with the State of Illinois and the construction engineering services agreement with HR Green, Inc. for the IL Route 59 and Shoe Factory Road CMAQ intersection project.

DISCUSSION: In 2009, the Village requested that both the State and Cook County investigate adding right turn lanes at the intersection of Shoe Factory Road (Cook County) and IL Route 59 (State). As a result, IDOT and the Village submitted an application for Congestion Mitigation Air Quality (CMAQ) funds to add right turn lanes on all legs of intersection. The project was approved in late 2009 for CMAQ funds in years 2010 through 2012. Preliminary engineering was listed in 2010, final engineering and right of way in 2011, and construction in 2012. The total project cost was estimated by IDOT at \$1,280,000, with the CMAQ grant for \$1,024,000 and a local match of \$256,000. The local match will come from IDOT and Cook County. Village Road Improvement Impact Fee funds will advance fund the work with full reimbursement by the County and State.

In June 2010, the Village selected HR Green, Inc., as the consultant to provide the Phase I, II and III services for this project. Phase I has been completed and has received design approval from IDOT. Phase II is now nearing completion, producing the detailed plans, specifications and estimates needed for the construction of the proposed right turn lane improvements. The next step, Phase III consists of construction inspection, project documentation, material testing and project closeout.

The State of Illinois requires a Local Agency Agreement for the use of federal funds. A copy of the local agency form used by IDOT is attached.

The Construction Engineering Services Agreement indicates that HR Green's cost of Phase III services is \$76,256.86, below IDOT's estimate of \$100,000 and in line with the Village's contract award.

FINANCIAL IMPACT:

For the purpose of the IDOT Local Agency Agreement (attached), the local match to the federal funds is shown as State and local. The State has agreed to fund their portion of the non-federal share. Cook County has agreed to fund the remainder of the non-federal share according to their Letter of Understanding. Now that the project is at the end of Phase II, Cook County is preparing a formal agreement with reimbursement terms. This will be presented for consideration at an upcoming Village Board Committee meeting. With funding from these two agencies there will be no cost to the Village. The engineering firm HR Green, Inc. will be paid from the combination of CMAQ, State, and County funds.

The reimbursement agreements indicate that the project's invoices are paid upfront then reimbursed by following each agency's process. The Village's Road Improvement Impact Fee program is fronting the local share which will be repaid 100% by the State and County.

RECOMMENDATION:

Recommend approval of the Phase III Local Agency Agreement with the State of Illinois and the Construction Engineering Services Agreement with HR Green, Inc. of McHenry, IL for the IL Route 59 and Shoe Factory Road CMAQ intersection project.

Attachments

Local Agency Village of Hoffman Estates	L O C A L A G E N C Y  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant HR Green, Inc.
County Cook County		Address 420 N. Front Street
Section 10-00084-00-CH		City McHenry
Project No. CMM-9003 (595)		State IL
Job No. C-91-417-10		Zip Code 60050
Contact Name/Phone/E-mail Address Michael Hankey/847.882.9100 Michaelhankey@hoffmanestates.org		Contact Name/Phone/E-mail Address Todd Destree/815.509.9307 tdestree@hrgreen.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

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

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

Project Description

Name	IL Route 59 at Shoe Factory Road	Route	FAP 388 FAU 1304	Length	2039 FT	Structure No.	NA
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Termini Approximately 500' each direction of the intersection of IL Route 59 and Shoe Factory Road

Description: Work to be performed on both IL Route 59 and Shoe Factory Road consists of pcc pavement removal and replacement, traffic signal installation, lighting installation, pipe culvert removal and replacement and placement of thermoplastic pavement markings.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) 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;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) 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.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) 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;
 - f) 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) of this certification; and
 - g) 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. 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.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be in Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

- Specific Rate (Pay per element)
- Lump Sum _____

5. 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 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.

6. The recipient shall not discriminate on the basis 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 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S 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.

9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
HR Green, Inc.	42-0927178	67,086.86
<hr/>		
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering	80-0450719	9,170.00
Sub-Consultant Total:		9,170.00
Prime Consultant Total:		67,086.86
Total for all Work:		76,256.86

Executed by the LA:

Village of Hoffman Estates

(Municipality)

ATTEST:

By: _____

Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

HR Green, Inc.

ATTEST:

By:  _____

By: _____

Title: Construction Operations Manager

Title: Vice President

Exhibit A - Construction Engineering Summary

Route: Illinois Route 59/Shoe Factory Road
 Local Agency: Village of Hoffman Estates
 (Municipality)
 Section No. 10-00084-00-CH
 Project: CMM-9003 (595)
 Job No. C-91-417-10

*Firm's approved rates on file with IDOT's Bureau of Accounting & Auditing:	
Overhead Rate (OH)	156.00%
Complexity Factor (R)	0.00
Working Days	40

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Start Up		40	\$31.92	\$1,276.80	\$1,991.81			\$473.95	\$3,742.56
Construction Observation		470	\$31.39	\$14,753.30	\$23,015.15	\$9,170.00	\$1,366.80	\$5,674.61	\$53,979.86
Meetings	(See	30	\$48.66	\$1,459.80	\$2,277.29			\$541.88	\$4,278.97
Administration	Exhibit C)	24	\$43.04	\$1,032.96	\$1,611.42			\$383.13	\$3,027.81
Project Close Out		120	\$31.92	\$3,830.40	\$5,975.42			\$1,421.84	\$11,227.67
Totals		684		\$22,353.26	\$34,871.09	\$9,170.00	\$1,366.80	\$8,495.72	\$76,256.86



**Illinois Department
of Transportation**

Engineering Payment Report

Prime Consultant

Name HR Green, Inc.
 Address 420 N. Front Street, McHenry, IL
 Telephone 815.385.1778
 TIN Number 42-0927178

Project Information

Local Agency Village of Hoffman Estates
 Section Number 10-00084-00-CH
 Project Number CMM-9003 (595)
 Job Number C-91-417-10

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Rubino Engineering	80-0450719	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

 Signature and title of Prime Consultant _____
 Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Exhibit C - Construction Engineering

Average Hourly Project Rates

Route FAP 388/FAU 1304
 Section 10-00084-00-CH
 County Cook
 Job No. C-91-417-10
 PTB/Item _____

Consultant HR Green, Inc.

Date 02/21/12

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Start Up			Construction Observation			Meetings			Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$70.00																		
Operations Manager	\$62.01	30	4.03%	2.50							18	60.00%	37.21	12	50.00%	31.01			
Construction Engineer II	\$31.92	647	86.96%	27.76	40	100.00%	31.92	420	89.36%	28.52	7	23.33%	7.45						
Project Engineer II	\$37.95																		
Surveyor III	\$27.50																		
Construction Engineer I	\$24.38																		
Field Technician II	\$27.01	50	6.72%	1.85				50	10.64%	2.87									
Administrative	\$24.07	17	2.28%	0.56							5	16.67%	4.01	12	50.00%	12.04			
Surveyor II	\$26.02																		
TOTALS		744	100%	\$32.66	40	100%	\$31.92	470	100%	\$31.39	30	100%	\$48.66	24	100%	\$43.04	0	0%	\$0.00



Exhibit C - Construction Engineering

Average Hourly Project Rates

Route FAP 388/FAU 1304
 Section 10-00084-00-CH
 County Cook
 Job No. C-91-417-10
 PTB/Item 0

Consultant HR Green, Inc.

Date 02/21/12

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Project Close Out																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	\$70.00																		
Operations Manager	\$62.01																		
Construction Engineer II	\$31.92	180	100.00%	31.92															
Project Engineer II	\$37.95																		
Surveyor III	\$27.50																		
Construction Engineer I	\$24.38																		
Field Technician II	\$27.01																		
Administrative	\$24.07																		
Surveyor II	\$26.02																		
TOTALS		180	100%	\$31.92	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**Exhibit C - Construction Engineering
Direct Costs
FAP 388/FAU 1304**

Project Start Up

In-House Direct Costs

Mileage							
10	trips x	40	miles x	\$0.51	per mile =	\$204.00	
Preconstruction Meeting with IDOT							
1	trips x	80	miles x	\$0.51	per mile =	\$40.80	
							<u>\$244.80</u>

Construction Observation

In-House Direct Costs

Vehicle Use							
55	trips x	40	miles x	\$0.51	per mile =	\$1,122.00	
							<u>\$1,122.00</u>

Services by Others - Geotechnical Subconsultant

Rubino Engineering						\$9,170.00	
							<u>\$9,170.00</u>

Total In-House Direct Costs \$1,366.80

Total Services by Others \$9,170.00

EXHIBIT D



PROPOSAL

February 20, 2012

To: Todd Destree, P.E.
HR GREEN, INC.
420 N Front Street, Suite 100
McHenry, IL 60050
Main: 815.385.1778
Direct: 815.759.8317
Fax: 815.385.1781
Proposal No. Q12.029

Re: QA Construction Materials Testing Services
Proposed Shoe Factory Road Intersection
Improvements Project
FAP 388 (Illinois Route 59)
FAU 1304 (Shoe Factory Road)
Section: 10-00084-00-CH
Contract: C-91-417-10
Project: CMM-9003 (595)

Via email: tdestree@hrgreen.com

Dear Mr. Destree,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Todd Destree of HR Green on February 13, 2012 and the following outlines our understanding of the scope of services:

Project Name and Description

Shoe Factory Road Intersection Improvements Project - QA testing of HMA Surface, HMA Patching, Concrete Curb & Gutter and Median

Table with 4 columns: Line Item, Item Description, Unit, and Total. It lists various construction items like Portland Cement Concrete Pavement, Class B Patches, Hot Mix Asphalt Shoulders, etc., with their respective units and total quantities.

Services Requested

- QA Field testing of uncured concrete - slump, air, temperature, and casting of cylinders
QA Laboratory testing of cured concrete - strength
QA Field testing of hot mix asphalt (HMA) - density by the nuclear method

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees for prevailing wage projects, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

EXHIBIT D

Shoe Factory Road Intersection Improvements Project
Proposal No: Q12.029

February 20, 2012

Item	Unit Rate	Qty	Total
Material Tester 1	\$87.00 per hour	72	\$6,264.00
Vehicle	\$45.00 per day	18	\$810.00
Cylinder Compressive Strength	\$17.00 each	68	\$1,156.00
Report Review	\$50.00 per day	18	\$900.00
Nuclear Density Gauge	\$40.00 per day	1	\$40.00
			\$9,170.00

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

CLOSING

We appreciate the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,
RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

EXHIBIT D

Shoe Factory Road Intersection Improvements Project
Proposal No: Q12.029

February 20, 2012

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

<p>AGREED TO, THIS _____ DAY OF _____, 2012.</p> <p>BY (please print): _____</p> <p>TITLE: _____</p> <p>COMPANY: _____</p> <p>SIGNATURE: _____</p>
--

PROJECT INFORMATION:

- Project Name: _____
- Project Location: _____
- Your Job No: _____ Purchase Order No.: _____
- Project Manager: _____ Telephone No.: _____
- Site Contact: _____ Telephone No.: _____
- Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email: _____	Email: _____
() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email: _____	Email: _____
- Invoicing Address: _____

Attn: _____

Email: _____
- Other Pertinent Information Or Previous Subsurface Information Available:

EXHIBIT D

Shoe Factory Road Intersection Improvements Project
 Proposal No: Q12.029

February 20, 2012

Rubino Engineering, Inc. Schedule of Construction Materials Testing Services & Fees as of March 1, 2012 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$17.00
Pick-up of test cylinders and transportation to lab (Does not include vehicle charge)	Per hour	\$84.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$115.00
Bulk Specific Gravity	Each	\$95.00
Ignition Oven Test	Each	\$126.00
Sieve Analysis	Each	\$79.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$175.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$190.00
Sample preparation for the above tests (clay samples)	Each	\$40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$87.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$121.60
Per Hour Overtime Sundays and Holidays	\$165.30

MATERIAL TESTER - 2 - Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$89.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$124.60
Per Hour Overtime Sundays and Holidays	\$169.10

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$45.00
Nuclear Density Gage	Per Day	\$40.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$3.25

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$185.00
Project Engineer/Manager	Per Hour	\$100.00
Secretarial Services	Per Hour	\$50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.

EXHIBIT D

Shoe Factory Road Intersection Improvements Project
Proposal No: Q12.029

February 20, 2012

- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

EXHIBIT D

Shoe Factory Road Intersection Improvements Project
Proposal No: Q12,029

February 20, 2012

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. WARRANTY:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party instituting such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. The agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Exhibit E
Construction Engineering Scope of Work

The following is a description of the related construction engineering activities as referenced in paragraph 1, The Engineer Agrees, in the BLR 05511 to which this exhibit is attached.

HR Green, Inc. anticipates the duration of this project to be approximately forty (40) working days. The man-hours required for construction observation were based upon the assumption that full time monitoring of the project will be required and that the contractor will complete the project by the contract specified deadline. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Project Startup

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction. HR Green will also utilize this time to prepare its filing system to IDOT contract documentation standards and incorporate IDOT's ICORS construction management software project specific information into HR Green's computer system.

The project startup also allows HR Green time to review the plans and specification prior to the start of the project, attend preconstruction meeting with the contractor and the Village of Hoffman Estates. HR Green will coordinate with the Village of Hoffman Estates to ensure that all governmental entities are aware of the project details and any impacts that the project may create. HR Green will also coordinate with the contractor to ensure that an IDOT approved progress schedule is approved prior to the start of construction, that subcontractor approvals forms are approved by IDOT, ensure that electrical catalog cuts are submitted to IDOT and approved prior to installation, ensure that proper notice is provided to the Village, Police and Fire and the motoring public prior to the start of the project, ensure that QC/QA plans have been submitted to IDOT and approved prior to the start of construction.

HR Green anticipates a Construction Engineer will be onsite full time for approximately forty (40) hours to complete the above noted coordination

and construction preparation. A total of forty (40) hours has been allotted to complete the project start up.

B. Construction Observation

HR Green will provide full-time Construction Observation Services on a time and material, not-to-exceed contract amount basis. HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor, IDOT and the Village of Hoffman Estates. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep IDOT and the Village of Hoffman Estates informed as to the progress of construction and shall endeavor to guard IDOT and the Village of Hoffman Estates against deficiencies.

HR Green will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. HR Green will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

HR Green anticipates that a Construction Engineer will be onsite full time, approximately fifty (50) hours per week for eight (8) weeks with an additional Field Technician on site part time for approximately fifty (50) hours throughout the project. Twenty (20) hours have been added to the contract for the Construction Engineer to address time when the contractor or contractors work in excess of fifty (50) hours per week. A total of four hundred seventy (470) hours have been allotted for daily field observation for this project.

C. Meetings

HR Green will attend the preconstruction meeting at IDOT with the Village

of Hoffman Estates, the contractor and subcontractors. HR Green anticipates that there will be four (4) biweekly construction progress meetings. HR Green will prepare agendas, complete minutes and attend four (4) construction progress meetings. HR Green anticipates that the Construction Engineer and the Operations Manager will attend each of the four (4) meetings. HR Green has allotted one (1) hour per meeting for the Construction Engineer and the Operations Manager, and three (3) hours per meeting for the Operations Manager to complete the meeting agenda and construction meeting minutes. HR Green has also provided approximately one (1) hour per meeting for administrative staff to review, proof, and distribute the construction meeting minutes and agenda. A total of thirty (30) hours has been allotted for attendance at the IDOT preconstruction meeting, construction progress meeting attendance, completion of construction meeting agendas, and construction meeting minutes.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Hoffman Estates, the contractor, and subcontractors. HR Green has allotted twelve (12) hours for the management and oversight of the project by management and twelve (12) hours for an Administrative Assistant to complete correspondence and general documentation preparation. A total of twenty four (24) hours has been allotted for project administration/coordination for this project.

E. Project Close Out

HR Green anticipates approximately one hundred twenty (120) hours completing the project closeout and final documentation for this project. This task includes the preparation of final job records in accordance with IDOT policy. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORS forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

F. Material Testing

Rubino Engineering will be providing material testing services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements. Geotechnical services shall be provided on an as needed basis. See Exhibit D for a breakdown of State Testing's anticipated costs.

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.



Exhibit F

PROJECT SCHEDULE FOR CONSTRUCTION ENGINEERING SERVICES

Illinois Route 59 at Shoe Factory Road Intersection Improvements
Section 10-00084-00-CH
Project No.: CMM-9003 (595)
Job No.: C-91-417-10

Anticipated Construction Engineering Start Date: August 15, 2012
Anticipated Construction Engineering Completion Date: November, 2012

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805
420 North Front Street, Suite 100, McHenry, Illinois 60050

EXHIBIT G

Employee Pay Rate Analysis - Effective 3/26/2011

<i>Title</i>	<i>Corp Path</i>	<i>Corporate Path Description</i>	<i>Cost Annual</i>	
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Accounting Clerk

006475	Francis, Janet	00-00-004-00	Finance & Accounting
008850	Hubler, Coleen A.	00-00-004-00	Finance & Accounting
015300	Nealson, Jodi L.	00-00-004-00	Finance & Accounting
000813	Sharp, Julie L.	00-00-004-00	Finance & Accounting

Summary for Accounting Clerk (4 detail records)

Avg	19,240	40,019
Min	16,500	34,320
Max	22,050	45,864

Accounting Clerk II

000873	Bergquist, Michelle M	00-00-004-00	Finance & Accounting
015975	Holchkiss O'Brine, Catherin	00-00-004-00	Finance & Accounting

Summary for Accounting Clerk II (2 detail records)

Avg	23,455	48,786
Min	22,510	46,821
Max	24,400	50,752

Accounting Manager

017478	Pint, Paul J	00-00-004-00	Finance & Accounting
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Summary for Accounting Manager (1 detail record)

Avg	31,357	65,222
Min	31,357	65,222
Max	31,357	65,222

Admin Asst/Receptionist

000744	Schiavone, Jennifer N	00-15-505-00	PDG - Administrative
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Summary for Admin Asst/Receptionist (1 detail record)

Avg	18,430	38,334
Min	18,430	38,334
Max	18,430	38,334

Administrative Assistant I

001012	Bond, Sharon A	00-15-505-00	PDG - Administrative
009500	Irvine, Carolyn A.	00-15-505-00	PDG - Administrative
007650	Jackson, Jennifer D.	00-15-505-00	PDG - Administrative
010665	Johnson, Tia	00-15-505-00	PDG - Administrative
011250	Kilpatrick, Tanya	00-00-003-00	Corporate Administration
012992	Luzacky, Bridget	00-15-505-00	PDG - Administrative
014826	Muhlana, Kelly	00-15-505-00	PDG - Administrative
015275	Nguyen, Susan	00-15-505-00	PDG - Administrative
017450	Peters, Miriam J.	00-15-505-00	PDG - Administrative

EXHIBIT G

Employee Pay Rate Analysis - Effective 3/26/2011

<i>Title</i>	<i>Corp Path</i>	<i>Corporate Path Description</i>	<i>Cost Annual</i>	
000931 Pries, Vicki A	00-15-505-00	PDG - Administrative		
019278 Robbins, Pamela G.	00-15-505-00	PDG - Administrative		
024381 Warner, Geri A.	00-15-505-00	PDG - Administrative		

Summary for Administrative Assistant I (12 detail records)

Avg	17.651	36,714
Min	13.790	28,683
Max	20.730	43,118

Administrative Assistant II

003550 Collier, Tamara L.	00-15-505-00	PDG - Administrative
004460 Denison, Pamela M.	00-15-505-00	PDG - Administrative
007675 Gorham, Teresa K.	00-15-505-00	PDG - Administrative
000817 Gregorio, Felizarda S	00-15-505-00	PDG - Administrative
000733 Koester, Judy M	00-15-505-00	PDG - Administrative
000772 Pondel, Cindy L	00-15-505-00	PDG - Administrative
019281 Rogers, Elizabeth	00-15-505-00	PDG - Administrative
000516 Stanger, Kelly A	00-00-003-00	Corporate Administration
000737 Storin, Tina	00-15-505-00	PDG - Administrative

Summary for Administrative Assistant II (9 detail records)

Avg	21.576	44,877
Min	19.300	40,144
Max	23.660	49,254

ADMINISTRATIVE MGR

024800 Kuhns, Deborah J.	00-15-505-00	PDG - Administrative
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Summary for ADMINISTRATIVE MGR (1 detail record)

Avg	33.217	69,092
Min	33.217	69,092
Max	33.217	69,092

Administrative Office Manager

000994 Gelger, Peggy A	00-15-505-00	PDG - Administrative
000891 Weyde, Diane M	00-15-505-00	PDG - Administrative

Summary for Administrative Office Manager (2 detail records)

Avg	26.560	53,165
Min	23.582	49,050
Max	27.539	57,280

Area Manager

019279 Robinson III, Charles	00-13-330-00	Trans - Rail
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EXHIBIT G

Employee Pay Rate Analysis - Effective 3/26/2011

<i>Title</i>	<i>Corp Path</i>	<i>Corporate Path Description</i>	<i>Cost</i>	<i>Annual</i>
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Summary for Area Manager (1 detail record)

Avg	87.793	102,610
Min	87.793	102,610
Max	87.793	102,610

Assistant Site Supervisor

000803 McKuzes, Justin S 00-15-515-00 PDG - Construction

Summary for Assistant Site Supervisor (1 detail record)

Avg	31.775	66,092
Min	31.775	66,092
Max	31.775	66,092

Business Development Manager

010775 JamJun, Osolh 00-00-001-00 Corporate Marketing & BD

014426 Miranda, Norman L. 00-14-400-00 Water - Corporate

022975 Vincent, Kevin W. 00-15-530-00 PDG - E-Government

Summary for Business Development Manager (3 detail records)

Avg	62.071	129,107
Min	48.077	100,000
Max	76.000	156,000

Chief Executive Officer

004300 Daniel, Michael G. 00-00-003-00 Corporate Administration

Summary for Chief Executive Officer (1 detail record)

Avg	115.745	240,750
Min	115.745	240,750
Max	115.745	240,750

Construction Engineer I

001021 Bigall, Christopher B 00-15-515-00 PDG - Construction

001020 Borharl, Adam D 00-15-515-00 PDG - Construction

001050 Hastings, Michael J 00-15-515-00 PDG - Construction

Summary for Construction Engineer I (3 detail records)

Avg	24.383	50,717
Min	23.420	48,714
Max	26.150	54,392

Construction Engineer II

000939 Abbeduto, Matt S 00-15-515-00 PDG - Construction

000869 Barry, Kevin J 00-15-515-00 PDG - Construction

003206 Caris, Eric H 00-15-515-00 PDG - Construction

000938 Quinn, Peter F 00-15-515-00 PDG - Construction

000789 Symonds, Scott F 00-15-515-00 PDG - Construction

EXHIBIT G

Employee Pay Rate Analysis - Effective 3/26/2011

<i>Title</i>	<i>Corp Path</i>	<i>Corporate Path Description</i>	<i>Cost Annual</i>	
014051 Mathews, Tricia	00-00-001-00	Corporate Marketing & BD		
023600 Von Arb-Clingan, Heidi	00-00-001-00	Corporate Marketing & BD		
024850 Wright, Margaret A.	00-15-530-00	PDG - E-Government		
<i>Summary for Marketing Specialist I (4 detail records)</i>				
			Avg	22.816 47,467
			Min	17.500 36,400
			Max	28.089 68,424
 <i>Marketing Specialist II</i>				
020945 Sturm, Kimberly A.	00-00-001-00	Corporate Marketing & BD		
<i>Summary for Marketing Specialist II (1 detail record)</i>				
			Avg	28.264 58,788
			Min	28.264 58,788
			Max	28.264 58,788
 <i>MFT Program Manager</i>				
002574 Boxleitner, Karen	00-15-605-00	PDG - Administrative		
<i>Summary for MFT Program Manager (1 detail record)</i>				
			Avg	31.310 65,125
			Min	31.310 65,125
			Max	31.310 65,125
 <i>Operations Manager</i>				
000635 Bicking, Stephen R	00-15-550-00	PDG - Water		
000930 Destree, Todd J	00-15-515-00	PDG - Construction		
000567 Fischer, Mike R	00-15-535-00	PDG - Survey		
007985 Hale, John	00-15-540-00	PDG - M/E/P		
000526 Huinker, Peter J	00-15-510-00	PDG - Civil / Landscape Arch		
014052 Mattes, Scott R.	00-15-520-00	PDG - Technical Applications		
014055 Maxwell, David F.	00-15-545-00	PDG - Transportation		
<i>Summary for Operations Manager (7 detail records)</i>				
			Avg	62.009 128,979
			Min	54.815 114,015
			Max	70.914 147,500
 <i>Practice Leader</i>				
004640 Dougherty, David R.	00-13-325-00	Trans - Highways West		
012050 Kusa, Jonathon J.	00-14-420-00	Water - Surface Water		
013530 Marsh, Andrew E.	00-14-440-00	Water - Wastewater Private		
000986 Mrowicki, Andrew	00-13-310-00	Trans - Construction		
019045 Rasmussen, James R.	00-14-430-00	Water - Wastewater Public		
120320 Tholo, Douglas G.	00-11-110-00	Energy - LFGTE		
021317 Thomson, David	00-13-330-00	Trans - Rail		

EXHIBIT G

Employee Pay Rate Analysis - Effective 3/26/2011

<i>Title</i>	<i>Corp Path</i>	<i>Corporate Path Description</i>	<i>Cost</i>	<i>Annual</i>
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Summary for Practice Leader (7 detail records)

Avg	69.567	144,700
Min	52.366	108,900
Max	92.486	192,370

President - Business Line

003125	Cammarala, Richard J.	00-13-300-00	Trans - Corporate
006300	Fisher, Michael G.	00-11-100-00	Energy - Corporate
008600	Heyer, Steven R.	00-00-003-00	Corporate Administration
120102	Raby, David L.	00-14-400-00	Water - Corporate
024590	White, Richard L.	00-12-200-00	GS - Corporate

Summary for President - Business Line (5 detail records)

Avg	89.402	185,955
Min	84.135	175,000
Max	96.094	199,875

Principal

019500	Russell, Ralph J.	00-11-100-00	Energy - Corporate
000548	Smith, John J	00-00-003-00	Corporate Administration

Summary for Principal (2 detail records)

Avg	98.558	205,000
Min	84.135	175,000
Max	112.981	235,000

Product Manager

002693	Brown, Doug D.	00-00-009-00	GovPartner Outsourced Staff
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Summary for Product Manager (1 detail record)

Avg	45.900	95,472
Min	45.900	95,472
Max	45.900	95,472

Project Architect I

013524	Markofski, Lynette L.	00-00-003-00	Corporate Administration
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Summary for Project Architect I (1 detail record)

Avg	27.136	56,442
Min	27.136	56,442
Max	27.136	56,442

Project Associate I

024589	White, Gary G.	00-15-520-00	PDG - Technical Applications
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Summary for Project Associate I (1 detail record)

Avg	33.911	70,535
Min	33.911	70,535
Max	33.911	70,535

**TRANSPORTATION AND ENGINEERING DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES**

**MONTHLY REPORT
April 2012**

New Developments

Traffic data, site plans, and inspections are occurring for the following projects:

Beverly Road Properties	Barrington Square Mall plans
St. Alexius Medical Center	Chase Bank – Roselle Road
Bradwell subdivision	Various smaller projects and permit applications
Barrington Lakes Apartments	

Village Projects

◆ **Bicycle Planning**

The Bicycle and Pedestrian Advisory Committee (BPAC) met on February 8, 2012. Potential changes to the Subdivision Code to reflect the complete streets approach were discussed, as well as a status report on various projects. Potential Subdivision Code changes are under review and will be brought to the Village Board for consideration when complete. BPAC plans to hold a community ride on July 7 starting at 9:00 a.m. The specifics of the route will be determined but it is likely that the ride would begin and end at Village Hall. Comments were provided to IDOT in response to a request for information on a State Bikeway Plan.

◆ **Barrington Road Interchange – Phase I Engineering**

The contract with Crawford, Murphy, Tilly (CMT) was approved and a Notice to Proceed was issued. An early coordination meeting with Illinois Tollway and IDOT staff is being scheduled. This will allow the Tollway's consultant and CMT to be aware of each agency's schedules.

◆ **Roselle Road Traffic Signal**

Cook County granted approval to the signal with the pedestrian phase crossing Roselle Road. Baseline data will be collected to document existing conditions before the signal with the pedestrian phase is installed in case there is a question related to impacts of its operation. Civiltech will proceed with preparing design plans that can be submitted to the County for their review.

◆ **Taxi Discount Program**

Registration continues with identification cards and coupons sent to residents. To date, a total of 319 residents have registered for the program. Coupons received to date in 2012 total 593. A reminder about the Taxi Discount Program appeared in the March 2012 *Citizen* and has generated positive interest in the program. Application requests have increased beyond typical monthly numbers.

Village Grant Applications

- ◆ **Bode - Salem Road Surface Transportation Program Project**

Work on the Highway Safety Improvement Program (HSIP) grant to fund an intersection safety study is continuing. The potential for different intersection designs and traffic controls (all way stop, signals, modern roundabouts) along with modifications to lane configurations are included in the study. Staff level technical meetings were held to review the findings. Following completion of the technical report, the plan is to have the consultant present findings to the Schaumburg Village Board then the Hoffman Estates Village Board. The reconstruction of Bode Road will be funded through the Surface Transportation Program (70% of cost). The NWMC assigned the reconstruction project to year 2014.
- ◆ **Diesel Retrofit Project**

The Village application for vehicle and engine replacement plus reduced emission exhaust was approved for CMAQ funds. Public Works staff is proceeding with the engine retrofits, engine replacements and acquiring the new vehicles. All but one engine replacement and the two replacement vehicles have been completed to date. The project is expected to be done by May 2012.
- ◆ **Higgins Road Pedestrian/Bicycle Project**

The project was on the IDOT on September 23, 2011 letting. The low bid of about \$640,000 was reviewed and approved by IDOT. The low bid is less than the \$750,000 estimate included in the CMAQ application. Work began the week of March 12 with tree removal. Notifications to adjacent residents and businesses were hand delivered about the start of work and to remind them of what will be done. In addition to tree removal, culvert work and preliminary grading is underway. A consultant is managing the day to day activities and documentation of the Phase III construction engineering tasks.
- ◆ **Palatine Road Widening Project**

The Village application for Surface Transportation Program funds (\$1.3 million) was approved by NWMC. The Village also signed a Letter of Intent (LOI) with IDOT which will pay a significant share of the local project cost. The Project Development Report along with the Location Drainage Study required by IDOT was approved by IDOT. Work is underway on Phase II design which will allow some reimbursement for staff time conducting the in-house design. The primary work at this time is for the traffic signal installation at Huntington and Palatine. IDOT currently shows the project on a September 2012 letting but this will be dependent upon IDOT submittals and reviews.
- ◆ **Hassell Road Surface Transportation Program Project**

The Project Development Report was approved by IDOT meaning Phase I is complete and Phase II can begin. IDOT is processing the Phase II engineering services agreement which will allow reimbursement of some staff time for the in-house design. Given the recent Phase I approval and the amount of work left to complete, a target letting date is anticipated in 2013. The letting date will depend on the timing of IDOT reviews and submittals. Previously it was thought that some culvert work could begin in late 2012 but given the amount of design work to do by staff, the startup of the 2012 Street Project, continuing work on Palatine Road and other projects, the project start will shift to 2013.

- ◆ **IL 59 / Shoe Factory Road Right Turn Lanes**

The project is on track for a June 2012 project letting by IDOT. Allowing time for IDOT review of bids and contract processing, the project could start in late summer. Various agreements with the State and County are being processed. Village impact fee funds are being used to advance funds for design with reimbursement from the State and County. The State and County will be working on intergovernmental agreements for the construction shares. The Village provided comments to the consultant on the pre-final plans.
- ◆ **Transportation Investment Generating Economic Recovery Grant (TIGER)**

A new call for TIGER 2012 was released with objectives and funding similar to the 2011 call for projects.. A new application for the Barrington Road interchange was submitted. An announcement of program awards is expected within the next two to three months.

Staff submitted an application in late 2011 for TIGER grant funds to help with the costs of the full interchange project at Barrington Road. The project was not one of the 46 across the country selected for funding. Nationwide, 848 applications were submitted requesting a total of \$14.3 billion. This amount greatly exceeded the \$510 million available. The initial response to the 2012 TIGER program has been similar to 2011.
- ◆ **Higgins/Moon Lake/Governors**

IDOT has completed all paving and sidewalk work. A final invoice from the State is pending.
- ◆ **RTA Community Planning Grant Application**

A draft of the initial evaluation report was provided to the steering committee. A meeting with this group will be scheduled to finalize the first phase evaluation report and to establish tasks and schedule for completion of the next phase.
- ◆ **Congestion Mitigation Air Quality (CMAQ) Grant Applications**

Two CMAQ bicycle projects were submitted in March 2011 in response to CMAP's call for projects. One was a bicycle path under the Tollway and Hoffman Boulevard bridges adjacent to the CN right of way and along Shoe Factory Road. The other was the Huntington Boulevard/Harmon Boulevard corridor. CMAP's project funding list did not include either Village proposal, even though the Shoe Factory Road project was recommended by a CMAP advisory group charged with reviewing all bicycle and pedestrian applications. The Village submitted comments on the proposed CMAQ funding plan asking that the Shoe Factory Road project be included with this cycle. A Pace project to increase bus service along the I-90 Corridor is in CMAP's funded list as well as intersection improvements submitted by IDOT at Barrington/Bode and Barrington/Algonquin Road intersections. Staff testified at the CMAP project selection committee meeting on the merits of the Shoe Factory Road bicycle project however it is still shown on the "B" list.
- ◆ **Department of Natural Resources (DNR) Grant Application**

The current call for projects does not include bicycle path projects so no action has been undertaken.

- ◆ **Communities Putting Prevention to Work (CPPW) Grant Application**

The Village was awarded a Model Communities Grant by Cook County Department of Health. Funds are to be used to reduce obesity through physical activity and improved nutrition. The Village application included policy review and bicycle route signage. The grant provides 100% of the funds with no local match and must be spent between February 2011 and May 2012. The bicycle route sign component was awarded and the installation is complete. A resolution for a Complete Streets approach to planning, design, and operation of transportation projects was approved. The final piece of the Village project is a set of possible updates to the Village Subdivision Code to help with the implementation of Complete Streets. These potential changes will be presented to the Village Board.

- ◆ **Illinois Transportation Enhancement Program (ITEP) Grant Application**

An application for funds is being prepared in response to the IDOT call for projects. This will be similar to previous CMAQ and ITEP applications for the project to connect Shoe Factory Road and Prairie Stone Business Park with a path crossing underneath I-90 and Hoffman Boulevard. While competition for funds is still very high, the Village's application should be stronger than before because the proposed segments are part of the Northwest Municipal Conference's regional bicycle system. The construction scope will be reduced because CN railroad path crossing is complete. Coordination will occur with the Forest Preserve and Park District on a joint application.

Agency Coordination

- ◆ **CN Purchase of EJ&E**

The Open House meeting was held on December 14, 2011 and attended by 36 people. A list of Frequently Asked Questions from the meeting has been posted to the Village website. The Village hired a sound consultant to review the CN analysis of the noise wall and to collect new data. A similar assessment of drainage effects is being performed by another consultant retained by the Village. Once their studies are complete, meetings with residents to hear the results and ask questions will be scheduled.

CN completed required changes to the advance vehicle detection system on Shoe Factory Road. The contractor will continue testing and coordination with Cook County.

CN's application with Cook County for a special use for the proposed noise wall from Golf Road to Cannon Crossings was approved by the County. The Cook County hearing for the Estates of Deer Crossing Subdivision was held on December 5 and a final decision is pending. Village staff attended both these hearings to provide input.

CN contractors have completed a number of changes at the Shoe Factory Road crossing including the siding track extension, a median barrier on Shoe Factory to help maintain the Quiet Zone, replacement of the crossing material, installation of a path on the north side of Shoe Factory to connect the existing paths on either side of the railroad right of way.

◆ **Shoe Factory Road - Cook County**

Cook County provided a letter indicating its commitment to the project. Several payments are pending from Cook County and are scheduled for County Board action. Civiltech submitted revised plans and drainage analysis to Cook County for approval. As-built information on various utilities and stormwater calculations was provided to the consultant. Utility relocation cost estimates are being developed. Work on right of way determination and negotiation could begin soon. The County is reviewing a supplemental service proposal submitted by Civiltech and will develop an amendment to the current agreement.

◆ **O'Hare Noise Compatibility Commission**

No new information. Village staff will continue to attend full commission meetings when schedules allow. The Technical Committee meetings will not be attended due to recurring conflicts with other meetings and tasks.

◆ **Pace Route 554**

Pace approved changes for Route 554 to bi-directional service and to add Saturday operation which began on August 22, 2011. Information has been posted on the Village website and a joint press release with other communities was issued. A notice appeared in the September 2011 *Citizen*. ADA Service will also be available for eligible riders near Route 554. Data from February 2012 showed an average weekday ridership of 377 per day and a Saturday average of 223 riders per day. A comparison of similar periods before and after the changes in August 2011, average weekday ridership has increased by over 130%. This gives an early insight based on just seven months of data in the before and after periods; a longer period of comparison will be more representative.

◆ **Pace I-90 Corridor Plans**

Pace received approval for CMAQ funds to enhance bus service along the Jane Addams (I-90) Tollway corridor. The scope of the project includes new vehicles, creation of park and ride lot facilities, and operational funding for two years. Pace will be meeting with Village staff to review options for park and ride lot locations that could work in the interim until such time as more permanent facilities can be constructed. Pace will coordinate with property owners for use of property for a Park and Ride operation. Introduction of service may begin in 2013 to coincide with planned Tollway widening and reconstruction of I-90.

◆ **STAR Line**

A STAR Line Task Force met on December 5, 2011 at Village Hall. Metra plans to complete the Alternatives Analysis by March 2012. A final public meeting was held on January 19, 2012 in Arlington Heights and staff attended. The current Tollway plan for reconstructing and widening I-90 envisions providing space for expanded bus service as an initial way to increase transit use in the corridor. The design has some flexibility to allow for conversion to a higher capacity form of transit such as the STAR Line or Bus Rapid Transit in the future. Additional widening of the tollway would be needed at that time but the current design does not preclude further changes to transit service.

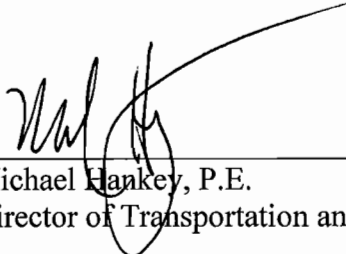
◆ **Illinois Tollway Capital Plan and Corridor Planning Council**

The Illinois Tollway plans to begin design and construction work on I-90 starting in 2012. Some advance bridge construction work is likely in 2012. The section of I-90 generally west of Elgin will undergo some advance construction work in 2012 with the majority of mainline work in 2013. The portion east of Elgin will be designed in 2012 and 2013 with construction in 2014 through 2016. The scope of the Tollway work will be to widen and reconstruct the mainline, adding a fourth lane in each direction. A wider inside lane and shoulder will be included to allow operation of a managed lane and/or bus on shoulder operation as an interim transit measure. As noted above, additional widening work would be needed to implement Bus Rapid Transit or the STAR Line but the current Tollway plan does not preclude these changes in the future.

- ◆ Beverly and Higgins qualified for HSIP funding following a Village request. The project is in Phase I engineering and could be ready for construction in 2012. The change will be to dual left turn lanes with a left on arrow only operation for westbound Higgins Road. The northbound approach on Beverly Road to Higgins will consist of two left turn lanes and an added right turn lane. As part of a current call for projects, other candidates for Highway Safety Improvement Program funding on State and County roads are being reviewed by Village staff.

Traffic Studies/Other

- ◆ Work continues on the update to the Road Improvement Impact Fee Program. A meeting of the advisory committee was held on March 22. Information will be assembled for the committee to consider at a Public Hearing for the update to the program.
- ◆ Information has been included on the website for engineering services, as well as posting new transportation data.
- ◆ Assisting Police Department with red light camera reviews being done by the Village consultant and IDOT.
- ◆ Public transit information provided on Village website. Information expanded to include more links and a map of transit services in the Village.



Michael Hankey, P.E.
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