

**AGENDA**  
**TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE**  
**Village of Hoffman Estates**  
**October 8, 2012**

**Immediately following General Administration and Personnel**

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

**I. Roll Call**

**II. Approval of Minutes - September 10, 2012**

**NEW BUSINESS**

1. Request:
  - a. Award of contract to Homer L. Chastain & Associates, LLC of Chicago, IL, for construction engineering services on the Palatine Road STP project in a cost not to exceed \$149,734.94
  - b. Approval of the Local Agency Agreement with IDOT
  - c. Approval of Professional Engineering Services Agreement with IDOT
2. Review of request to expand parking restrictions on Winston Drive across from Thomas Jefferson Elementary School.
3. Request acceptance of Transportation Division Monthly Report.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

**TRANSPORTATION & ROAD IMPROVEMENT  
COMMITTEE MEETING MINUTES**

September 10, 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:**

**James H. Norris, Village Manager  
Dan O'Malley, Deputy Village Manager  
Art Janura, Corporation Counsel  
Mark Koplun, Asst. Vlg. Mgr.-Dev. Services  
Peter Gugliotta, Director of Planning  
Mike Hankey, Dir. of Trans. & Engineering  
Don Plass, Dir. of Code Enforcement  
Patrick Seger, Human Resources Mgmt. Dir.  
Bob Gorvett, Fire Chief  
Michael Hish, Police Chief  
Joe Nebel, Director of Public Works  
Mike DuCharme, Finance Director  
Gordon Eaken, Director of IS  
Bev Romanoff, Village Clerk  
Bruce Anderson, Cable TV Coordinator  
Doug Schultz, Community Relations Coord.  
Nichole Collins, Emergency Mgmt. Coord.  
Patricia Cross, Assistant Corporation Counsel**

The Transportation & Road Improvement Committee meeting was called to order at 7:26 p.m.

**II. Approval of Minutes**

Motion by Trustee Pilafas, seconded by Trustee Newell, to approve the Transportation & Road Improvement Committee meeting minutes of August 28, 2012. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

**1. Request acceptance of Transportation Division Monthly Report.**

The Transportation Division Monthly Report was presented to Committee.

Motion by Trustee Pilafas, seconded by Mayor McLeod, 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 Kincaid, to adjourn the meeting at 7:29 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request:

- a) Award of contract to Homer L. Chastain & Associates, LLP of Chicago, IL, for construction engineering services on the Palatine Road STP project in a cost not to exceed \$149,734.94
- b) Approval of the Local Agency Agreement with IDOT
- c) Approval of the Professional Engineering Services Agreement with IDOT

**MEETING DATE:** October 8, 2012

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

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**PURPOSE:** The Palatine Road Surface Transportation Program (STP) project requires agreements with IDOT in addition to a request for award of contract for construction engineering services to Homer L. Chastain & Associates, LLP of Chicago, IL, at a cost not to exceed \$149,734.94.

**BACKGROUND:** The Palatine Road widening and traffic signal construction is funded with 80% federal funds from the Surface Transportation Program (STP). A letter of intent between the State and Village further defines each agency's contribution toward the local match. The Northwest Municipal Conference approved an increase in federal funds and the inclusion of Phase III engineering services for the project. The construction estimate is approximately \$2,500,000 while the Phase III services were estimated at \$250,000. After factoring in the federal and State funding, the Village's share is currently estimated as approximately \$30,000 based on the current estimates.

The Village is doing the majority of design in-house. Prefinal plans are being reviewed by IDOT now. Upon receipt of comments, modifications will need to be made and remaining issues resolved prior to a final submittal to IDOT. Under the current IDOT schedule, the State could award a construction contract for this work as early as the first quarter of 2013. The State awards and administers construction contracts for federally funded projects like Palatine Road.

**DISCUSSION:** Three action items are included with this request and are discussed in the following sections.

1. Award of contract for Phase III Engineering Services
2. Approval of a local agency agreement with IDOT
3. Approval of a professional services agreement with IDOT

**DISCUSSION: (Continued)***Phase III Engineering Services*

The current workload of the Transportation and Engineering Division staff will not allow for Phase III construction engineering services. Working on a higher speed and volume State road is beyond the scope of what is normally done by Division staff. In addition, the reconstruction on Hassell Road could coincide with the construction of Palatine Road. The Village has committed its staff for the design and construction engineering of Hassell Road.

A request for proposals was sent to a number of engineering consulting firms on the Village's contact list. They were offered the chance to submit a detailed scope of services for the Phase III construction along with a sealed fee proposal. As done with past requests for professional services, each proposal was reviewed based on responsiveness to the request, project approach, inclusion of required project elements such as construction layout, experience with federal construction projects and documentation, experience of the firm's staff, and similar work completed. The approach used by the Village for review of professional service proposals bases recommendations primarily on the quality, comprehensiveness, and responsiveness of the firm's proposal. Once the firms' proposals had been assessed and ranked, the sealed fee proposals were reviewed to assist with the selection of a recommended firm for contract award from among the top rated firms. The number of hours proposed, who would be performing the work, and the costs were then used to compare the top rated proposals.

Eleven proposals were received in response to the request which were all reviewed by Division staff. All respondents are prequalified with IDOT for the scope of services included in the RFP. The top three firms considered for further review are listed in the table below with the proposed hours and fee estimate. Overall for all eleven firms, the range of fee estimates was from approximately \$117,529 to \$297,807. However, the firm at the low end of the fee range was judged to be less responsive to the RFP, appeared to have insufficient hours to complete the work tasks, and had less experience on similar projects. Likewise, firms at the high end of the fee range submitted proposals that were judged to be not as strong as the top three rated firms. Considering just qualified proposals, the three firms listed in the table proposed the lowest costs for the project. The estimated cost of task delivery per hour was used along with a more detailed review of their proposed scope of services. Based on an overall review of these proposals, staff recommends award of contract to Homer L. Chastain & Associates, LLP at a cost not to exceed \$149,734.94. This firm was judged to have the best combination of experience, project understanding, responsiveness, and cost effective delivery of needed services. References were checked for Homer L. Chastain & Associates and found to be positive. Chastain did some field survey work for this project in the early stages of design. The Village has worked with the firm on other projects where they performed well.

Highest Rated Proposals  
Palatine Road STP Phase III Services

CONSULTANT	Hours	Cost
Homer L. Chastain & Associates, LLP	1468	\$ 149,734.94
HR Green	1631	\$ 192,798.19
V3 Companies	1750	\$ 182,185.00

**DISCUSSION: (Continued)***Local Agency Agreement with IDOT*

On federally funded projects, IDOT requires a Local Agency agreement. This document identifies the source of project funds proposed for the work. The federal, State, and local agency shares for this project are based on the current prefinal cost estimates and the letter of intent between the State and the Village. There may be changes to these shares as the project goes into the final stage in preparation for the State bid opening and award of contract. Final cost shares will be determined at the close-out of the work based on actual quantities and unit costs. A copy of the Local Agency agreement is attached.

*Professional Engineering Services Agreement with IDOT*

Similar to the Local Agency agreement, IDOT requires a Professional Services agreement when federal funds are being used to pay for a share of design or construction engineering costs. In this case, a draft of this document needs to be submitted with the final plan documents in order for IDOT to approve the project so it can be placed on the State's letting schedule. A copy of the agreement is attached which identifies the consultant to propose the work along with the estimated costs and funding breakdown for these services.

**FINANCIAL IMPACT:**

The Village share of the Palatine Road project is approximately \$30,000 based on the current cost estimate. This will likely change over the course of final design and will be adjusted at the conclusion of the project. Traffic Improvement Funds are proposed to pay the Village's share of the work.

**RECOMMENDATION:**

Three action items are proposed:

- a. Request award of contract to Homer L. Chastain & Associates, LLP of Chicago, IL, for construction engineering services on the Palatine Road widening and traffic signal STP project in a cost not to exceed \$149,734.94.
- b. Request approval of the Local Agency agreement with IDOT.
- c. Request approval of the Professional Services agreement with IDOT.

ec: Board, Jim Norris, Art Janura



## Illinois Department of Transportation

Division of Highways / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois / 60196-1096  
Telephone 847/705-4000

May 20, 2009

The Honorable William D. McLeod  
Mayor  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169

**RECEIVED**

MAY 21 2009

**OFFICE OF THE MAYOR  
AND TRUSTEES**

Dear Mayor McLeod:

The Department has received your letter dated April 16, 2009 requesting State participation in proposed STP improvements on Palatine Road in the Village of Hoffman Estates. We have reviewed your request for State financial participation and offer the following comments.

The Department appreciates the contribution the village is making to enhance the roadway network in northeastern Illinois, and we are amenable to your request for state financial participation in the required local match for this project. The Department will financially participate in the non-federal portion of the payable construction items and construction engineering for this locally initiated improvement along Palatine Road from Huntington Boulevard to Thornbark Drive. Additionally, while phase I engineering costs will be a local responsibility, the Department will split the costs of phase II engineering with the Village on a 50/50 basis. Land acquisition costs are not anticipated at this time. Attached is an itemized breakdown of the Department's anticipated level of participation in this improvement. The total anticipated State participation in the subject project shall not exceed \$640,000. Any increase in the Department's financial participation in this locally initiated improvement will require a formal written request from the Village of Hoffman Estates.

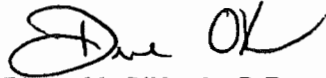
The Village of Hoffman Estates will continue to act as the lead agency and will continue to coordinate this improvement through the District's Bureau of Local Roads & Streets. If you are in general agreement with the above, please complete the concurrence signature block at the end of this letter and return the signed original to this office at your earliest convenience. This Letter of Intent, once executed, will be used as the basis for preparation of the formal intergovernmental agreement between the Department and the Village.

Regarding the potential to install a roundabout at the intersection of Palatine Road and Huntington Boulevard, the Department encourages the Village to explore this possibility conceptually, but we will not insist that an in depth analysis of this option be performed. As your letter points out, high prevailing speeds and predominant through movements on Palatine Road may make the installation of a roundabout at this location undesirable.

The Honorable William D. McLeod  
May 20, 2009  
Page Two

Thank you for your commitment to the transportation needs of our area. If you have any questions or need additional information, please contact me or Mr. Steve Mastny, Area Programmer, at (847) 705-4075.

Very truly yours,



Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

Concur \_\_\_\_\_

Do Not Concur \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_




**Palatine Road Widening Project - Surface Transportation Program  
Huntington Boulevard to Haman Road  
Village of Hoffman Estates**

Item	Total Estimated Cost	Cost Breakdown	Hoffman Estates	State	Federal
Phase I	\$95,000	\$95,000	\$95,000	\$0	\$0
Phase II	\$95,000	\$95,000	\$47,500	\$47,500	\$0
Phase III					
Construction Total	\$1,900,000				
Road Construction		\$1,550,000	\$0	\$465,000	\$1,085,000
Traffic Signal		\$350,000	\$35,000	\$70,000	\$245,000
Engineering	\$190,000	\$190,000	\$3,500	\$53,500	\$133,000
Total	\$2,280,000	\$2,280,000	\$181,000	\$636,000	\$1,463,000

**Notes**

1. Assumes reconstruction of existing two lane section
2. Assumes grinding and resurfacing of existing three lane section
3. Proportional split of signal costs at Palatine and Huntington based on number of legs
4. Total cost estimate includes contingency for drainage and overall
5. Engineering costs assumed to be 5% for Phase I, 5% for Phase II, and 10% for Phase III

Date: 5/15/2009

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Hoffman Estates			X	
	Section	Fund Type		ITEP Number	
	09-00082-00-CH	STP/STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C 91-079-10	CMM-9003(492)				

This Agreement 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".

#### Location

Local Name Palatine Road Route FAU 1285 Length 0.98 miles  
 Termini Huntington Boulevard to Haman Road

Current Jurisdiction STATE Existing Structure No \_\_\_\_\_

#### Project Description

The proposed work will consist of widening approximately 6 feet to the north and south, surface grinding of the existing two lane section, and then overlaying the existing pavement to provide one 12 foot through lane in each direction plus a 12 foot center median/ two-way left turn lane. A new traffic signal with pedestrian crossing will be installed at the intersection of Palatine Road and Huntington Boulevard.

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	2,000,000	( * )	465,000	( ** )	35,000	( BAL )	2,500,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	120,000	( * )	27,667	( ** )	2,333	( BAL )	150,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 2,120,000</b>		<b>\$ 492,667</b>		<b>\$ 37,333</b>		<b>\$ 2,650,000</b>

Maximum FHWA (STP) Participation 80% not to exceed \$2,120,000

Maximum STATE Participation not to exceed \$530,000 per LOI

**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.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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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 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

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

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

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
William R. Frey, Interim Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

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

Local Agency Village of Hoffman Estates	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Homer L. Chastain & Associates, LLP
County Cook				Address 8609 W. Bryn Mawr, Suite 204
Section 10-00084-00-CH				City Chicago
Project No. C 91-079-10				State IL
Job No. CMM-9003(492)				Zip Code 60631
Contact Name/Phone/E-mail Address Michael Hankey/847-252-5800 michael.hankey@hoffmanestates.org				Contact Name/Phone/E-mail Address Daniel Jedrzejak/773-714-0050 djedrzejak@hlcllp.com

THIS AGREEMENT is made and entered into this 16 th day of October, 2012 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:

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

**Project Description**

Name Palatine Road Route FAU 1285 Length 0.98 mi Structure No. \_\_\_\_\_  
Termini Huntington Boulevard to Haman Road

Description: The proposed work will consist of widening approximately 6 feet to the north and south, surface grinding of the existing two lane section, and then overlaying the existing pavement to provide one 12 foot through lane in each direction plus a 12 foot center median/ two-way left turn lane. A new traffic signal with pedestrian crossing will be installed at the intersection of Palatine Road and

**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 (31U.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

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		

Executed by the LA:

\_\_\_\_\_ (Municipality/Township/County)

ATTEST:

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

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

Hoffman Estates Village Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

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

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

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

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

**Exhibit A - Construction Engineering**

Route: \_\_\_\_\_  
 Local \_\_\_\_\_  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's **approved rates** on file with  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

**Cost Plus Fixed Fee Methods of Compensation:**

- Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2  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 (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
<b>Totals</b>		0.00							\$1,260.78



Engineering Payment Report

**Prime Consultant**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 TIN Number \_\_\_\_\_

**Project Information**

Local Agency \_\_\_\_\_  
 Section Number \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Job Number \_\_\_\_\_

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
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.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Discussion regarding Thomas Jefferson Elementary School staff request to expand parking restrictions on Winston Drive

**MEETING DATE:** October 8, 2012

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

---

**PURPOSE:** Thomas Jefferson Elementary School staff requested a review of traffic operations on Winston Drive along the school, due to concerns about congestion and student safety.

**BACKGROUND:** The principal of Thomas Jefferson Elementary School, at 3805 Winston Drive, contacted the Hoffman Estates Police Department in January 2012. He expressed concerns about the congestion on Winston Drive during school drop-off and pickup. The Village Police Department relayed these concerns to the Transportation & Engineering Division and suggested parking restrictions on the west side of Winston Drive in the vicinity of the school. On Wednesday, April 4, 2012, representatives of the school, HEPD and T&E met at the school. Conditions were observed during the morning drop-off, beginning at 7:15 AM, and the afternoon pickup, beginning at 2:00 PM.

**DISCUSSION:** The neighborhood street layout is shown on the attached exhibit. Winston Drive is a standard collector street design, 34-foot wide with parking allowed on both sides of the street, except that parking is prohibited on the east side of the street between 3755 and 3825 Winston Drive. The posted speed limit on Winston Drive is 25 mph; a 20 mph school speed zone is posted between 3735 and 3835 Winston Drive for northbound and southbound traffic. Fire hydrants are located on the east side of Winston Drive. There are two intersections on Winston Drive in the vicinity of the school: Winston Lane, a cul-de-sac on the west side of Winston Drive which is aligned with the north school drive, and the Winston Drive cul-de-sac on the west side of Winston Drive that is about 45-feet south of the southern edge of the school property.

The school traffic circulation is well-designed. Buses only are allowed to use the cul-de-sac on the north side of the school. Staff and visitors park in the lot on the south side of the school, and student drop-off and pickup is done along the sidewalk on the south side of the school adjacent to the one-way access drive. Classes begin at 7:55 AM and the last class ends at 2:25 PM.

**DISCUSSION: (Continued)**

A review of crash history on Winston Drive noted five accidents in the vicinity of the school (between 3780 and 3820 Winston Drive) within the last 5 years. Two of those crashes occurred during school hours. An accident in 2008 was a sideswipe accident between two southbound cars at approximately 2:30 PM, one stopped to load or unload, at the school address, 3805 Winston Drive. The other accident occurred at 2:00 PM and involved one car and a fixed object. Neither accident could be attributed to weather, road or vehicle conditions.

Village and school staff reviewed traffic conditions on Winston Drive in the vicinity of the south parking lot entrance and exit on Wednesday, April 4, 2012. Morning drop-off was observed to begin around 7:35 AM and continue up to the 7:55 AM start. Generally, a group of cars pulled up along the curb, children exited the cars which then left as a group, and the process was repeated. Cars arriving from the south waiting to enter the parking lot queued on the east side of northbound Winston Drive, while cars arriving from the north waiting to enter the parking lot queued in the center of Winston Drive. Arrivals were relatively well spread out through the time observed; no significant congestion was noted on Winston Drive.

Afternoon pickup was significantly different. Cars arriving to pick up children queued on Winston Drive; it appeared that many of the cars arrived prior to or immediately after dismissal, so there were several cars queued in the center and on the east side of Winston Drive. Two parked cars were noted on the west side of Winston Drive in front of 3780 and 3790. These parked cars interfered with the two-way traffic on Winston Drive due to the queued cars; the 34-foot pavement was not wide enough for 4 cars side by side. Two-way traffic flow was interrupted several times during the afternoon observed. HEPD reviewed the license plates of the two parked cars and reported that neither belonged to a Hoffman Estates resident.

*Resident Surveys*

Residents in the vicinity of Thomas Jefferson Elementary School were sent surveys to ask their opinion of the additional parking restrictions. On-street parking was proposed to be allowed on the west side of Winston Drive, except between 3760 and 3800 Winston Drive from 7 AM to 8 AM and from 2 PM to 3 PM on school days. All households from 3720 to 3835 Winston Drive and 3800 to 3820 Winston Lane were sent survey forms. Space for comments was provided on the survey form. Twenty-six surveys were sent; 21 surveys were returned, with none returned due to vacancy. This represented a return rate of nearly 81%.

Of the 21 surveys returned, 16 (76% of respondents) favored the change to the parking restrictions on Winston Drive. The four households that would be directly affected by the restrictions (3760, 3780, 3790 and 3800 Winston Drive) were all in favor of the restrictions. The comments and suggestions from the surveys are summarized below.

- There is value in the parking restrictions for both drivers and students.
- This is a safety issue for our children, not a convenience issue for parents.
- There are times... we cannot get through Winston Drive due to the large number of vehicles.
- People park right at the stop sign (*on Winston Lane*) and you cannot see children trying to cross the street.
- Children and parents don't use the crosswalk and crossing guard to cross Winston Drive.
- Parking restrictions would cause overnight parking to be relocated to cul-de-sacs.



**DISCUSSION: (Continued)**

- We have 5 cars and do not want to be restricted from parking in front of our house. (*Note that this respondent did not live in one of the four houses directly affected by the proposed restrictions.*)

*Summary of Findings*

Based on the physical conditions, crash data, and observations, the following changes are recommended:

Prohibit parking, stopping or standing on the west side of Winston Drive from Winston Lane to the Winston Drive cul-de-sac. The prohibition would be effective only from 7 AM to 8 AM and from 2 PM to 3 PM on school days. Two-way traffic flow on Winston Drive will be maintained. Parents and children will be less likely to cross Winston Drive before the marked crosswalk at the north side of the school.

Signs should be posted to remind drivers that parking is prohibited within 20 feet of crosswalks as specified by the Illinois Vehicle Code. Intersection visibility would be improved to some degree. Without signs indicating the limits of the prohibition, some drivers will park in these areas.

**FINANCIAL IMPACT:**

The cost of sign installation is relatively minor.

**RECOMMENDATION:**

Amend the Hoffman Estates Code of Ordinances to prohibit parking, stopping or standing on the west side of Winston Drive from 3760 to 3800 Winston Drive from 7 AM to 8 AM and from 2 PM to 3 PM on school days.

Attachments



ORDINANCE NO. \_\_\_\_\_ - 2012

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING  
SECTION 6-2-1-HE-11-1302-A OF THE  
HOFFMAN ESTATES MUNICIPAL CODE

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That Section 6-2-1-HE-11-1302-A, ADDITIONAL NO PARKING STREETS AND AREAS, of the Hoffman Estates Municipal Code be amended by adding sub-section 284, to read as follows:

284. "On the west side of Winston Drive from 3760 to 3800 Winston Drive from 7 a.m. to 8 a.m. and from 2 p.m. to 3 p.m. on school days."

Section 2: That any person, firm or corporation guilty of violating any of the provisions of this Ordinance shall be fined not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense.

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2012

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

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

ATTEST:

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

NB-3

**MONTHLY REPORT  
October 2012**

**GRANT PROJECTS**

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

Scope: Work on the Highway Safety Improvement Program (HSIP) grant to fund an Intersection safety study is near completion. 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.

Status: A trial restriping of Bode Road to three lanes has been completed. Turning movement counts and delay studies have been completed.

Next Steps: 

1. Meet with Schaumburg staff to discuss findings.
2. Present intersection study findings to Village Board and Village of Schaumburg Village Board.
3. The reconstruction of Bode Road will be funded through the Surface Transportation Program, currently assigned to year 2014-15.

Funding:

Item	Total	Federal (STP)	Local (MFT)
Reconstruction	\$2,000,000	\$1,600,000	\$400,000
Safety Study	\$ 50,000	\$ 40,000 (HSIP)	\$ 10,000

◆ **Diesel Retrofit Project**

Scope: Vehicle and engine replacements plus reduced emission exhaust were approved for CMAQ funds.

Status: All components and vehicles have been received.

Funding:

Item	Total	Federal	Local*
Retrofits and Vehicle Purchase	\$277,000	\$222,000	\$55,000

\* Capital Replacement Fund

◆ **Higgins Road Pedestrian/Bicycle Project**

Scope: Construct new sidewalk and bicycle path on north side of Higgins Road from Basswood Street to west of Roselle Road.

Status: Work is essentially complete on the project. Landscaping is expected to start this fall with completion to occur in spring 2013. Bike detection at the Ash Road signal is being modified to improve performance.

Next Steps: A consultant hired by the Village is managing the day to day activities and documentation of the Phase III construction engineering tasks.

Funding:

Item	Total	Federal	Local*
Construction	\$675,000	\$540,000	\$135,000
Engineering – Phase III	\$ 80,000	N/A	\$ 80,000

\* Roselle TIF, Village of Schaumburg, Traffic Improvement Fund

◆ **Palatine Road Widening Project**

Scope: Widen to consistent three (3) lane section from Huntington to Haman and install new traffic signal at Huntington.

Status: Pre-final plans were submitted to IDOT in late July. IDOT comments have started to come in and revisions are being made. Phase II design will allow some reimbursement for staff time spent on the in-house design. An increase in Surface Transportation Program funds was approved by NWMC to reflect higher cost estimate and now includes construction engineering. A recommendation for an award of contract for Phase III engineering services will be presented to the Committee in October.

Next Steps: IDOT currently shows the project on a January 2013 letting but this will be dependent upon IDOT submittals and reviews. A recommendation for Phase III services is expected to be presented at the October committee meeting. Prepare exhibits showing planned improvements to place on Village website and for public information.

Funding:

Item	Total	Federal	State	Local
Construction	\$2,500,000	\$2,000,000	\$450,000	\$50,000
Engineering – Phase III	\$ 250,000	\$ 200,000	\$ 45,000	\$ 5,000

◆ **Hassell Road Surface Transportation Program Project**

Scope: Reconstruct Hassell Road from Pembroke to Fairway Court. Includes new lane configuration for left turns and on-street bicycle facilities.

Status: Phase II pre-final plan development continues. The Phase II engineering services agreement was approved by IDOT. The materials testing consultant will perform additional borings to test for unsuitable soils to refine the extent of potential problem areas.

Next Steps: Submittal to IDOT is targeted for mid-October. The letting date in 2013 will depend on the timing of IDOT reviews and submittals. The current target is March 2013 for the IDOT letting. Information will be prepared for the website and distribution to residents and businesses to identify the scope of the proposed work.

Funding:

Item	Total	Federal	Local (MFT)
Construction	\$5,300,000	\$4,000,000	\$1,300,000
Engineering – Phase III	\$ 500,000	N/A	\$ 500,000

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

Scope: Add right turn lanes on each leg.

Status: The project started on September 4 and is expected to be completed this year. Notice signs were in place in advance of the work and information was posted to the Village website. Excavation is underway and temporary signals have been installed.

Next Steps: H.R. Green Engineering was hired by the Village to perform all phases of engineering design and construction management. The consultant staff is conducting the daily project inspections and documentation.

Funding:

Item	Total	Federal	State	Cook County
Construction	\$1,000,000	\$800,000	\$100,000	\$100,000
Engineering	\$ 100,000	\$ 80,000	\$ 10,000	\$ 10,000

◆ **Transportation Investment Generating Economic Recovery Grant (TIGER)**

Status: An application for the Barrington Road interchange was submitted, however, given the demand for this program, the interchange application was not selected. There may be a new call for projects later this year.

◆ **RTA Community Planning Grant**

Scope: Evaluate feasibility and design of a flexible route transit service in the Village.

Status: The consultant completed an initial design of possible operating plans in September. Staff is currently reviewing the document.

Next Steps: The Steering Committee will review the plan before a public meeting is held.

Funding:

Item	Total	RTA	Local
Planning	\$80,000	\$64,000	\$16,000

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

Scope: This is a similar project to previous CMAQ and ITEP applications 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 the CN railroad path crossing is complete.

Status: An application for funds was submitted to IDOT at the end of May.

Next Steps: Announcement of project awards should occur soon.

Funding:

Item	Total	Federal	Local
Construction	\$700,000	\$560,000	\$140,000
Engineering	\$150,000	\$120,000	\$ 30,000

◆ **Congestion Mitigation Air Quality (CMAQ) Grant Applications**

CMAQ now requires that Phase I Engineering be complete before considering funding through CMAQ. Phase I Engineering is no longer eligible for funding. The I-90 undercrossing and path connection to Shoe Factory Road is on the “B” list. Depending on the outcome of the ITEP grant application, Phase I could be completed through consultant services then submitted for CMAQ funding.

◆ **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**

This grant covered 100% of the cost for installing Bike Route and Destination signing in the Village. Reimbursement of some staff time is also included. The last piece is to incorporate changes to the Subdivision Code reflecting Complete Streets Policy. This is expected to occur in the fall.

◆ **Beverly and Higgins HSIP Project**

Scope: Install dual left turn lanes on Higgins Road and convert left turn to a left on green arrow only operation. The northbound approach on Beverly Road will be widened to include a right turn lane and dual left turn lanes.

Status: The project started on September 4 and is expected to be completed this year. Notice signs were in place in advance of the work and information was posted to the Village website. The right through lane for eastbound Higgins Road is closed for lengthening the right turn lane. Beverly Road has been reduced to a single northbound lane for construction.

Funding:

Item	Total	Federal	State	Local
Construction	\$900,000	\$810,000	\$70,000	\$20,000

**BIKE / PEDESTRIAN PROJECTS**

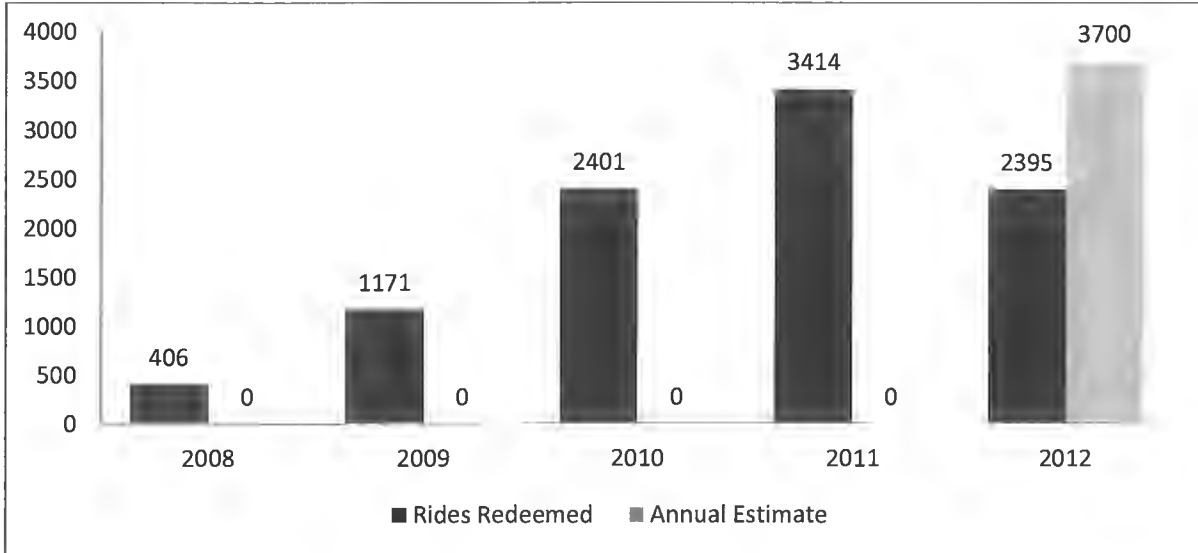
◆ **Bicycle Planning**

A BPAC meeting was held on September 26 at Village Hall. Topics included discussion of goals and activities for 2013 and beyond, the status of the Barrington Road full interchange project, as well as other work specific to bicycle and pedestrian needs.

**TRANSIT**

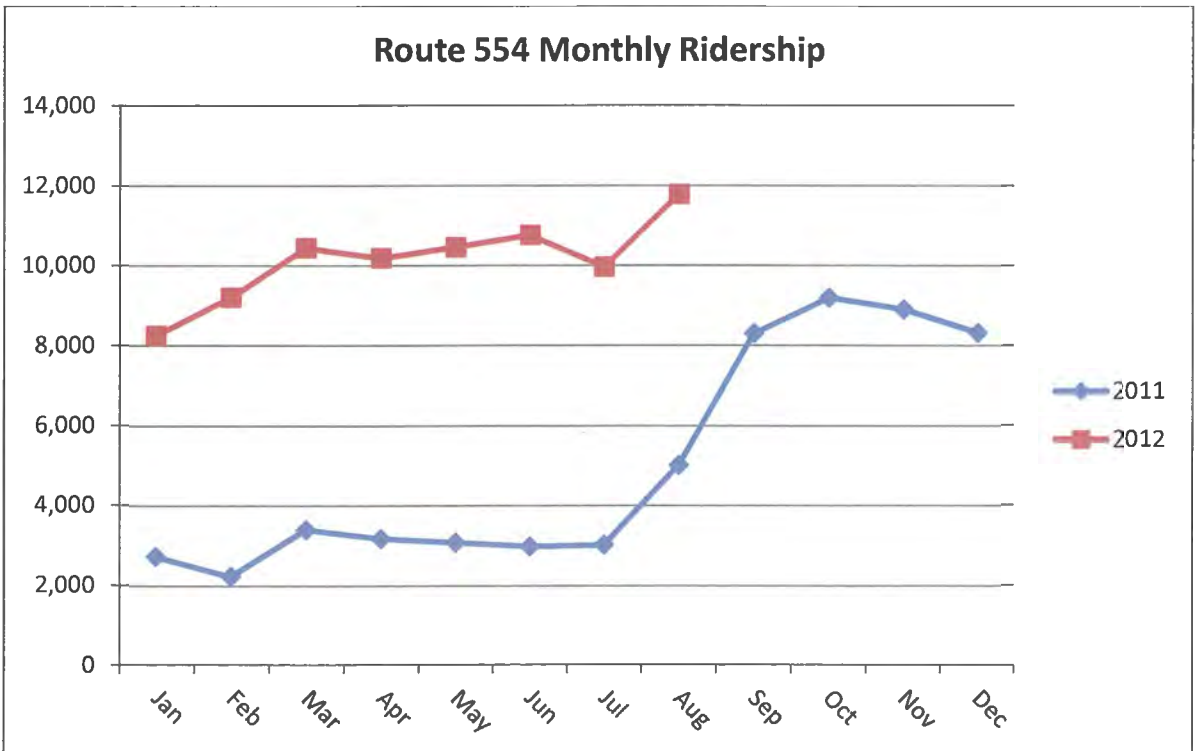
◆ **Taxi Discount Program**

Registration continues with identification cards and coupons sent to residents. To date, a total of 343 residents have registered for the program. Coupons redeemed to date in 2012 total 2,395.

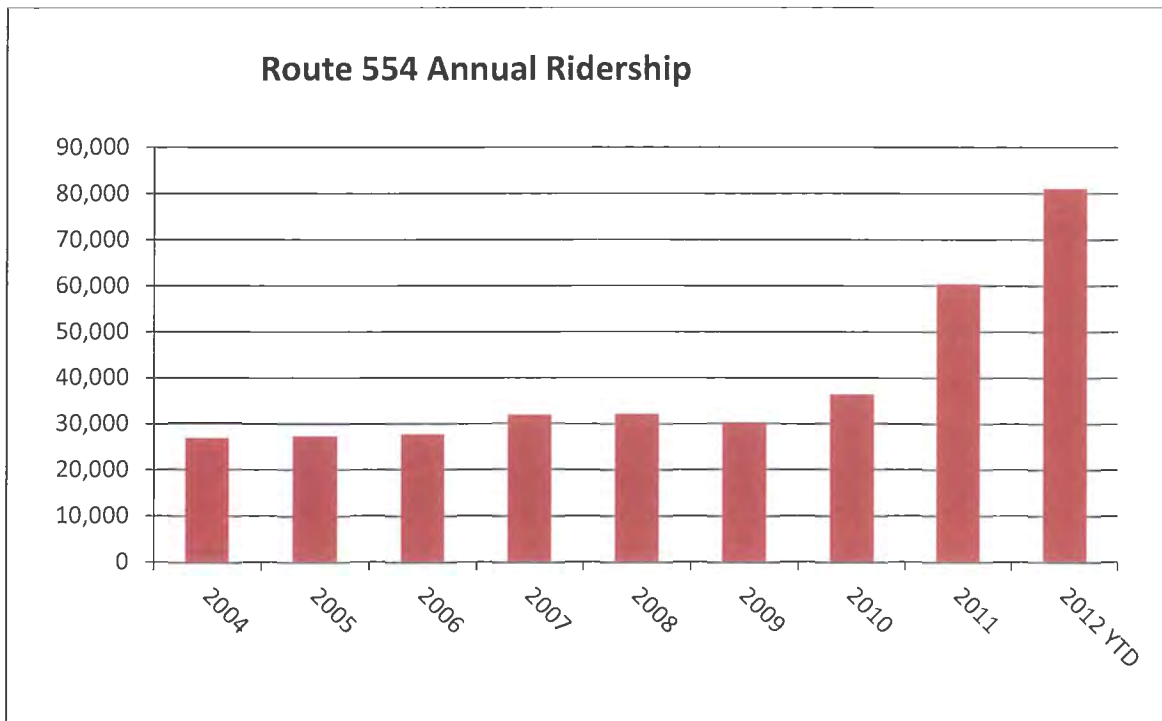


◆ **Pace Route 554**

Data from August 2012 showed an average weekday ridership of 460 per day and a Saturday average of 290 riders per day. A comparison of similar periods before and after the changes in August 2011 shows average weekday ridership has increased by approximately 135%.







◆ **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**

Metra released the final study report for the STAR Line. The project is shown as a future vision for the corridor. Should funding be identified, the project is positioned to move toward Phase I Engineering and Environmental Study.

**ROAD PROJECTS**

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

The contract with Crawford, Murphy & Tilly (CMT) was approved and a Notice to Proceed was issued. The second Community Advisory Group meeting was held in late September to develop concepts for alternative configurations. CMT is working on documentation related to Context Sensitive Solutions process as well as traffic data to be used for an operational analysis of potential options. A draft crash summary has been prepared and is being reviewed. A performance matrix to compare alternatives is being created for discussion with IDOT and Illinois Tollway staff.

Funding:

Item	Total	State	Local
Engineering – Phase I	\$2,000,000	\$1,000,000	\$1,000,000

**◆ Shoe Factory Road - Cook County**

The supplemental service amendment for additional design tasks performed by Civiltech was recommended for approval by the Committee on August 27. The Cook County Board will consider the amendment at its November meeting. Work on right-of-way determination and negotiation could begin once the County approves the consultant supplement request.

**◆ 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 is undergoing 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.

**TRAFFIC SIGNALS****◆ Roselle Road Traffic Signal**

Cook County granted approval for 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 submitted pre-final signal plans to Cook County for review. Target construction is next spring.

**◆ Higgins Road / Prairie Stone Parkway Traffic Signal**

Status: Right turn lane on Higgins and intersection pavement modifications have been done. The signal equipment and roadway light poles have been installed.

Next Steps: Coordination with IDOT for testing operations and scheduling a date for the signal turn-on.

**◆ Higgins Road / Huntington Boulevard**

Staff is working with the Park District and IDOT to address safety concerns at the intersection. Short term changes may include signing, striping and signal timing evaluations. Long term changes will likely require IDOT pursuit of HSIP funds.

**ADDITIONAL PROJECTS:****COORDINATION****◆ CN Purchase of EJ&E**

A resident meeting was held on September 25 to present the findings from the special studies conducted by the Village's noise consultant and hydraulics / drainage engineer. Potential alternatives to soundproof homes and screen views were discussed that could be considered

in lieu of the noise wall. The meeting was attended by about 35 people. A summary will be posted online and a survey will be sent to homes nearest the tracks.

◆ **O'Hare Noise Compatibility Commission**

No new information.

**NEW DEVELOPMENTS**

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

- ADP parking expansion
- Bradwell Road residential
- Land Rover car wash expansion
- Serta parking lot expansion
- Shree Jalaram building and parking lot additions
- Valli Produce expansion
- Various smaller projects and permit applications

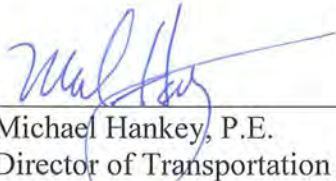
**TRAFFIC STUDIES / OTHER**

◆ **Road Improvement Impact Fee Program**

Work continues on the update to the Road Improvement Impact Fee Program. Information will be assembled for the committee to consider at a Public Hearing for the update to the program. The Public Hearing is scheduled for November 12 at 5:00 pm at Village Hall.

◆ **Resident Requests for traffic analysis include:**

- No Parking – Pebble Beach Court
- No Parking – Winston Drive as requested by Thomas Jefferson School
- No Parking – Woodlawn Street
- Speeding – Fox Path Lane
- Stop Sign – Nicholson and McDonough



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Michael Hankey, P.E.  
Director of Transportation and Engineering Division