

AGENDA

Transportation Committee
Tuesday, November 5, 2024
7:00 PM - Conference Room B

CALL TO ORDER

APPROVAL OF MINUTES

1. October 1, 2024

NEW BUSINESS

- 1. Recommendation to Approve a Change Order for Thoreau Drive Improvements Phase I Preliminary Engineering Services with Christopher B. Burke Engineering, Ltd.
- 2. Recommendation to Approve an Agreement with Thomas Engineering Group, LLC for Phase I Preliminary Design Engineering Services for the Meacham Road Corridor Streetscape Improvement Project Stage II

UNFINISHED BUSINESS

CONTINUING ITEMS

- 1. Bikeways Advisory Committee (No Report)
- 2. Schaumburg Regional Airport Advisory Commission (No Report)
- 3. Road Construction Updates (Verbal Report)

DEFERRALS

COMMENTS FROM THE PUBLIC

ADJOURNMENT

NEXT VILLAGE BOARD MEETING

November 12, 2024

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Manager's Office at 847.923.4705, preferably no later than five days before the meeting.



AGENDA ITEM SUMMARY

October 1, 2024 11/5/2024 Transportation Committee

| Presenter: | | | |
|------------------|----------------|---------------------|--|
| Lead Department: | Transportation | | |
| | | Executive Summary: | |
| | | | |
| | | Recommended Action: | |

ATTACHMENTS:

Description Type
October 1, 2024 Minutes

I have reviewed the minutes, and this accurately represents the actions taken by the Transportation

Committee.

Sidney Kenyon Director of Transportation

TRANSPORTATION COMMITTEE

Minutes of October 1, 2024

CALL TO ORDER

The Transportation Committee meeting was called to order at 7:02 PM by Chairman Bieschke.

Members Present:

Chairman Brian Bieschke

Trustee Jamie Clar Trustee Mark Madej

Member(s) Absent:

None

Staff Present:

Brian Townsend, Village Manager

Sidney Kenyon, Director of Transportation

Marisa Krawiec, Transportation Program Manager

APPROVAL OF MINUTES

A motion was made by Trustee Madej, seconded by Trustee Clar to approve the minutes of September 3, 2024, as presented.

All ayes.

MOTION CARRIED 3-0

CONSENT AGENDA: None

NEW BUSINESS:

1. Recommendation to Execute an Agreement with Kimley-Horn and Associates, Inc. for Phase I Preliminary Design Engineering Services for Springinsguth Road Improvements (Schaumburg Road to Weathersfield Way)

Mr. Kenyon stated that the pavement condition rating for Springinsguth Road between Schaumburg Road and Weathersfield Way is a 53, which means it is a candidate for reconstruction by the targeted construction year of 2029. There is approximately 2,600 feet of water main in need of replacement in the corridor, which is another reason why the road will need to be reconstructed. The water main is undersized and has a history of breaks, so Staff will examine different ways to improve the capacity of the water main as part of this project. This project is a candidate for Surface Transportation Program (STP) funds and is on the contingency list for funding. As the projects move around in the program, Staff is hopeful that it will be more competitive for funds in the future.

Further south, Springinsguth Road between Weathersfield Road and Wise Road is currently programmed for construction in 2029 as a resurfacing project. Because these two projects will be constructed in the same year, Staff is seeking to conduct public engagement for both projects at the same time, since the northern segment will also include the intersection at Weathersfield. Staff will be seeking feedback on crash history, on pedestrian and cyclist circulation, and school circulation at Campanelli Elementary School.

As part of the consultant selection process, eleven proposals were received from qualified consultants. Based on the qualifications of the team as well as the quality of the proposal, Staff is recommending Kimley-Horn and Associates, Inc. to complete Phase I Preliminary Engineering for the Springinsguth Road Improvements project. Kimley-Horn's submitted proposal was in the amount of \$346,435, which is \$103,565 under the budgeted amount of \$450,000. Staff is recommending that the Village moves forward with this professional services agreement.

Trustee Bieschke indicated that the scope of services was not attached to the agreement under Exhibit 1; Mr. Kenyon stated that this information is available and will be included with the agreement for the Village Board Meeting agenda.

A motion was made by Trustee Clar, seconded by Trustee Madej, to recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement with Kimley-Horn and Associates, Inc. of Warrenville, IL for Phase I Preliminary Engineering Services for Springinsguth Road Improvements in the amount of \$346,435.00, and approve the required Resolution.

MOTION CARRIED 3-0

2. Recommendation to Execute an Intergovernmental Agreement with the Coalition to Stop CPKC

Mr. Kenyon provided an update that encompasses this intergovernmental agreement (IGA) as well as the agreement with LinqThingz, Inc., which is the next item on this meeting's agenda. Since April 2023, when the Surface Transportation Board (STB) made the decision to approve the merger of the Canadian Pacific (CP) and Kansas City Southern (KCS) railroads, Staff has been working on two main activities as part of the Coalition. The first was to file an appeal with the STB to force a more detailed environmental analysis specific to our corridor. The second was to establish a monitoring system that will allow the Coalition to accurately demonstrate the impact at CPKC crossings in the northwest suburbs. The Coalition has retained counsel that is handling the appeal as well as acting as a liaison between the Coalition, CPKC, and the STB. The Coalition has a motion filed with the D.C. Circuit Court of Appeals and is awaiting an update.

CPKC has recommended LinqThingz, Inc. as a vendor for the monitoring system. LinqThingz can provide sensors and software to the Coalition's members at no cost to any of the municipalities. The Coalition is working with CPKC to negotiate an umbrella license agreement that could be agreed upon by all the parties. However, the Coalition can also include

additional terms and conditions supplementing that agreement. This matters to the Village of Schaumburg because while there are no plans to locate sensors on the Village's side of Rodenburg Road, sensors will be located on the Village of Roselle side of Rodenburg Road. If it turns out that the site is inspected and sensors cannot be located on Roselle's side, they can be placed on the Village's side of the road.

A lobbyist, who is engaged with the State of Illinois and the Congressional Delegation to secure funds, has also been retained by the Coalition. \$1.2 million has been appropriated from the state for monitoring equipment and the activities related to monitoring. The Coalition has also applied for \$800,000 in Safe Streets For All funds with the United States Department of Transportation; results of the grant submission are expected in November.

As this IGA allows for the retention of counsel and for the ability to spread the costs across the members of the Coalition, as well as make progress towards securing sensors and securing funding for the Coalition's activities, Staff is recommending that the Village signs the IGA.

Trustee Clar stated that while he does not disagree with signing the IGA, it does feel as though the Coalition has gone above and beyond in their attempts to stop the merger, yet it does not seem to change anything.

Trustee Bieschke said that of all the Coalition members, the Village of Schaumburg is probably the least impacted by the merger. Trustee Madej added that as a safety concern, there will be more dangerous chemicals coming through that could bring a higher risk to our community. Trustee Clar stated that the long trains may affect response times for emergency mutual aid across municipalities. Trustee Bieschke concurred, adding that it may affect the Village's mutual aid. Overall, the trains do not cut the Village in half as they do in neighboring communities, but it is good that the affected communities are all working together.

Mr. Townsend stated that at some point, this effort will come to an end. Schaumburg is the community that is the least impacted by the merger but joined the Coalition to support the cause and try to stop the merger. One of the things the Village will want to continue to monitor and evaluate is the amount of new traffic coming down the line and how it impacts the community.

Trustee Clar added that it is good to show support to neighboring communities, and while Schaumburg is fortunate to not be affected as much, other communities are much more unfortunate. There is a chance that a resident of an affected community could suffer a heart attack and die because paramedics cannot get through fast enough, and that five minutes could make the difference.

Mr. Kenyon said that Staff is hoping to collect the necessary data at the crossings to determine if additional mitigations are necessary to prevent that situation from happening.

A motion was made by Trustee Madej, seconded by Trustee Clar, to recommend the Village Board authorize the Village President and Village Clerk to execute an agreement with the Coalition to Stop CPKC (DBA Railway Safety and Monitoring), and approve the required Resolution.

MOTION CARRIED 3-0

3. Recommendation to Execute a License Agreement with LinqThingz, Inc. for Monitoring the Railroad Crossing at Rodenburg Road

Mr. Kenyon stated that Canadian Pacific Kansas City Limited (CPKC) has recommended LinqThingz, Inc. as a vendor for the monitoring system. Because it is no cost to the village, Staff recommending moving forward with the umbrella agreement. Staff will also be working with the Coalition to explore other supplemental monitoring systems that will provide additional data that will be needed to record and analyze data from past events.

Trustee Madej asked for clarification on what information the monitoring system will provide. Mr. Kenyon said that LinqThingz will monitor the amount of time that a crossing is blocked by a train. CPKC calls this an occupied crossing. While a crossing is occupied, Staff will be able to know the time at which it is occupied via LinqThingz but will not be able to collect that data for future analysis. The sensors will therefore need to be monitored while the crossing is blocked to collect the data regarding how long the crossing is blocked. The Village of Bensenville will have staff dedicated to monitoring the sensors along the railway.

Trustee Clar asked if there had been any incidents to date with the increased traffic at any of the crossings. Mr. Kenyon said that he has not heard about any incidents, but there was an unusually long train that recently came through Bensenville and blocked a crossing for at least 15 minutes. Trustee Clar said that would be a very long wait for a first responder, not to mention the people sitting in traffic trying to cross the railroad.

Trustee Bieschke added that the data could be used by Northwest Central dispatch to decide from where to dispatch emergency vehicles when crossings are blocked.

A motion was made by Trustee Clar, seconded by Trustee Madej, to recommend that the Village Board authorize the Village Manager and Village Clerk to authorize the Village Manager and Village Clerk to execute a license agreement with LinqThingz, Inc., and approve the required Resolution.

MOTION CARRIED 3-0

4. Recommendation to Establish FY25 Goals and Deliverables for the Four-Year Implementation Plan for Bicycle Program Improvements

Ms. Krawiec stated that in 2020, the Village was renewed as a bronze level Bicycle Friendly Community. As part of that designation, the Village was provided a report card that outlined areas for improvement in expanding bicycle infrastructure and programs; this report card is attached to the agenda packet. Based on the information from the report card, the Transportation Department developed a four-year implementation plan. Ms. Krawiec presented an update on goals achieved in FY2024 and goals prioritized for FY2025.

One of the goals for FY2024 was to improve and build upon programs to increase safety for children. Twice a year, Staff reaches out to partner with Schaumburg elementary schools for the Walk and Roll to School program and the Bike to School program. In 2024, Staff began to

improve coordination with Police and other departments to have outreach at those schools to greet the students and make it more exciting for them. Staff has received positive feedback from the schools on these programs. The Transportation Department's bike safety interns also go out and greet children on the road and hand out stickers to promote bike safety, especially to children wearing their helmets. The interns also promote bike safety at in National Night Out.

Another goal included the development of media campaigns and to continue to provide events related to walking and biking. Staff brought back Bike to Work Day in 2023, and the Fahrrad Tour von Schaumburg returned to pre-pandemic participation numbers in 2023. Staff developed a Traffic FAQ page which is posted on the Village's website. This page helps educate drivers and pedestrians about enhanced crosswalks, ways to slow traffic down, and ways to improve pedestrian safety. The interns developed an interactive bike map with some suggested bike routes, which is also posted on the website.

The third goal was to evaluate the development of a bicycle count program. The video detection technology on thirteen of the Village's traffic signals has the capability to count bicycle traffic, but it has never been used. Staff has consulted with the vendor to program this feature to count bicycle traffic volumes both on-street and off-street for the Meacham Road, Plum Grove Road, and Woodfield Road corridors.

Goals for FY2025 include the development of educational materials to be used in schools, and to continue to increase bike parking throughout the community. As this is a four-year implementation plan, this would mark kind of the end of the program until the renewal comes through, likely at the end of this calendar year.

Trustee Bieschke inquired who developed the report card, and how the accomplishments from the four-year plan will affect the Village's score. Ms. Krawiec said the report card was provided to the village as a result of the 2020 Bronze level designation. Staff submitted another renewal application this summer and will thus receive a new report card with the results of that application.

Trustee Bieschke said that it will be interesting to see and compare the two report cards. Trustee Madej added that there may be some differences due to the population changes in the community as well.

A motion was made by Trustee Madej, seconded by Trustee Clar, to recommend the Village Board accept the update of the Four-Year Implementation Plan for Bicycle Program Improvements and direct staff to proceed with pursuing the FY2025 goals and deliverables.

MOTION CARRIED 3-0

UNFINISHED BUSINESS: None.

CONTINUING ITEMS:

1. Bikeways Advisory Committee (No Report)

2. Schaumburg Regional Airport Advisory Commission (No Report)

3. Road Construction Updates (Verbal Report)

Mr. Kenyon presented road construction updates to the Committee. The final layer of asphalt was installed on Rodenburg Road last week. While the roadway remains closed this week, pavement marking and sign installation crews were scheduled for today and yesterday. Along National Parkway, sod placement began last week, and crews are working on landscape restoration and some irrigation. Starting last week at the 90N Shared Street, crews have begun to pour the curb and gutter and the sidewalk that is around the shared street. Excavation and framing for lighting and bollard foundations are going on right now.

The final update in this report is regarding the traffic signals on Schaumburg Road. Cabinet installations are continuing to take place this week. Some cabinet installations occurred two weeks ago on Tuesday and Thursday; this week they will be installed on Wednesday and Friday. Installations at Hilltop Drive and Pleasant Drive will take place tomorrow, and on Friday, crews will be at National Parkway and at Wildflower Lane. Staff has advised the public that there will be some impacts to traffic signals, which will be stop-controlled at that time while they are de-energized. Staff has requested that the County limit the work that is taking place to between the hours of 9:00 AM and 3:00 PM to avoid the rush hour. Last time this was requested, the county's crews were able to push off after 9:00 AM, so Staff is hopeful that this can happen again.

Trustee Clar asked for clarification on replacement of the cabinets at the traffic signal at Pleasant Drive and Hilltop Drive, inquiring if they are replacing the cabinet, as a new traffic light is not being installed. Mr. Kenyon said that crews have been installing some cabinets at locations that did not have new mast arms. For at least one of the intersections, crews are behind on a mast arm delivery. Trustee Clar said that this makes more sense, as some of the paperwork he has read did not make it clear that some of the traffic lights are not being replaced.

Mr. Kenyon added that it may take some time for crews to properly sync up the traffic lights on Schaumburg Road, which may affect travel times for a while, but the lights will continue to be functional through the end of the project.

Trustee Madej inquired whether there will be a red arrow from southbound Meacham to westbound Schaumburg Road. Mr. Kenyon confirmed that there will be a red arrow – sometimes this arrow is called a "hot right", and sometimes it is just referred to as a green arrow. He states that Transportation Staff has notified Cook County that the arrow has not been working well during construction, but once crews install the new signals, the arrow will be there permanently. The green arrow will function like it had in the past unless there is a pedestrian that activates the pedestrian signal.

DEFERRALS: None.

COMMENTS FROM THE PUBLIC: None

<u>ADJOURNMENT:</u> A motion was made by Trustee Clar, seconded by Trustee Madej to adjourn the meeting of the Transportation Committee at 7:26 PM.

MOTION CARRIED 3-0

Sara Mackh

Recording Secretary

Respectfully Submitted



AGENDA ITEM SUMMARY

Recommendation to Approve a Change Order for Thoreau Drive Improvements – Phase I Preliminary Engineering Services with Christopher B. Burke Engineering, Ltd. 11/5/2024

Transportation Committee

Presenter: Sidney Kenyon, AICP, Director of Transportation

Lead Department: Transportation

| Accounts(s): | Budget: | Expense Request: |
|-------------------------------|-----------|------------------|
| 4369010-7454, 25001 10-110 | \$600,000 | \$538,241 |

Executive Summary:

At the July 9th, 2024 meeting of the Village Board, the Board approved the execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for Phase I Preliminary Engineering Services for the Thoreau Drive Improvements project. In accordance with the 90 North District East Framework Plan, the primary goals of the project include straightening the curve along the east-west segment of Thoreau Drive, removing the traffic signal at the intersection with Convention Center Drive, and design of a new north-south street between Renaissance Schaumburg and Drummer Drive. Together, those goals are intended to support future development within 90 North by providing access to developable parcels and stormwater detention.

Since receiving notice to proceed, CBBEL has initiated the key tasks required to develop and analyze roadway alignment concepts. Those tasks have included topographic and environmental surveys, development of preliminary concept alignments, and assessment of watershed impacts to identify detention needs. Because of the new impervious surfaces that will be added, detention features will need to be expanded in the vicinity. However, in the course of developing concept alternatives CBBEL determined that exclusion of Drummer Drive from the project area could cause cascading impacts to valuable lands intended for private development. Detention calculations for new transportation facilities will need to be considered to ensure that enough space is secured for both Drummer Drive and new detention facilities while maximizing space for development. If left to a future Drummer Drive project, tying into the new north-south street and Thoreau Drive could be made more difficult and costly by excluding it from the Thoreau Drive realignment effort. For those reasons, staff directed CBBEL to develop a supplemental scope of services to determine the level of effort required to include Drummer Drive in the Thoreau Drive realignment project.

CBBEL provided staff with a supplement scope of services request in the amount of \$80,861. The supplement includes preliminary engineering tasks in service to the development of concept alignments for Drummer Drive. Those services include, but are not limited to: topographic survey, traffic and crash analysis, development of alignment alternatives, and environmental analysis and

coordination. No changes will be made in the efforts to collect data, coordinate with village staff, or produce the final project development report. With the supplemental scope included, the total cost of preliminary engineering for Thoreau Drive and Drummer Drive would be \$538,241, which is \$61,759 under the budgeted amount of \$600,000 for Thoreau Drive. For standalone projects that include new construction and above-ground detention ponds, a preliminary engineering contract for a comparable road to Drummer Drive could cost as much as 50% more than the requested change order. Staff has reviewed the requested supplemental scope of services and concurs with the requested increases in work hours. No changes to average hourly rates or direct costs have been proposed as part of the requested change order. Staff recommends approving the change order.

Recommended Action:

The Village Manager recommends that the Transportation Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute a Change Order for Thoreau Drive Improvements – Phase I Preliminary Engineering Services with Christopher B. Burke Engineering, Ltd. in the amount of \$80,861, and approve the required Resolution.

ATTACHMENTS:

Description

Exhibit A

Supplement

Resolution

Drummer Dr Limits

Type

Exhibit

Backup Material Resolution Letter

Exhibit

| Purchase Order Number: 250662 | Vendor Name: Christopher B. Burke Engineering, Ltd. | | |
|---|---|--|--|
| Change Order # 1 of 1 | Project Name: Thoreau Drive Improvements | | |
| Budgeted Amount: \$600,000.00 | Account Number: 436 - 9010 - 7454 | | |
| | Account Number: | | |
| | Account Number: | | |
| Reason for Change (attach additional sheets if nece Requesting increase of \$80,861. PO would remain und See attached Agenda Item Summary for detail. | | | |

| Accounting Changes | | | | | |
|--|--------------------------|----------------|--------------------------------------|--|--|
| Original Contract/PO | Total Cost: \$457,380.00 | Current C | ontract/PO Total Cost: \$457,380.00 | | |
| Amt +/-: \$80,861.00 | Acct #:436 - 9010 - 7454 | Activity Code: | Acct over/under budget:* \$61,759.00 | | |
| Amt +/-: | Acct #: | Activity Code: | Acct over/under budget:* | | |
| Amt +/-: | Acct #: | Activity Code: | Acct over/under budget:* | | |
| Revised Contract/PO Total Cost: \$538,241.00 | | | | | |

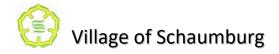
*If account over, a budget reallocation form must be completed.

Departmental certification that the circumstances necessitating this change order were:

- 1. Not reasonably foreseeable at the time the contract was signed;
- 2. The change is germane to the original contract;
- 3. Not within the contemplation of the contract as signed; and,
- 4. In the best interest of the Village of Schaumburg.

| Board Approved on: | Resolution #: | Not <u>Applicab</u> le □ |
|----------------------------|---------------|---------------------------|
| Initiated by: | | Date: |
| Department Director: | | Date: |
| | | |
| Finance Director/Designee: | | Date: |
| Village Manager/Designee: | | Date: |
| Vendor's Sign-off: | | Or see attached paperwork |

c: Purchasing Division



Thoreau Drive: Meacham Road to Algonquin Road (IL 62) Phase I Engineering

Scope of Services and Cost Estimate

The following provides the proposed Supplement #1 scope of services for Phase I Engineering on behalf of the Village of Schaumburg for Thoreau Drive Improvements from Meacham Road to Algonquin Road (IL 62). The purpose of Supplement #1 is to add the proposed Drummer Drive alignment to the proposed improvement plan. Existing Drummer Drive will remain as-is and will continue to meet proposed Drummer Drive at its current location just east of Meacham Road with no impacts from the existing Drummer Drive bridge to Thoreau Drive.

Task 1 - Data Collection:

No change to the original scope of services proposed.

<u>Task 2 – Topographic Survey</u>: Add Proposed Drummer Drive Alignment (1000' from east leg of Drummer Drive intersection only to Prairie Wind Ln intersection) to Topographic Survey. Existing Drummer Drive is not included in the proposed survey limits.

<u>Task 3 – Traffic and Crash Analysis</u>: Collect Traffic Counts and Develop "With Future Development" projected traffic volumes at three additional locations: Drummer Drive at Meacham, Drummer Drive at Thoreau Drive, and Thoreau Drive at Prairie Wind Ln intersections.

Drummer Drive will not be added to the crash analysis and technical memorandum.

<u>Task 4 – Alternatives Analysis and Preliminary Plans</u>: Add Proposed Drummer Drive Alignment to the Alternatives Analysis, Preliminary Plans, and Lighting Assessment. ADA curb details are not included.

<u>Task 5 – Environmental Analysis and Coordination</u>: Add Proposed Drummer Drive Alignment to the environmental field work and assessments. This includes the wetland delineation, Threatened and Endangered (T&E) Species, Cultural Resources (Section 106 & Section 707) Coordination, the Preliminary Environmental Site Assessment (PESA) for non-State ROW, USACE Jurisdictional Determination & Boundary Verification.

Deferred to Phase II: USACE NWP (assumes IP not required), WMO (Env - wetland & buffer tabs only), SWPPP & NOI (assumes SESC plan and submittal of NOI by others), Update T&E (if necessary), BBA (assumes no impact to ped bridge(s), and no impact at Drummer Dr bridge), Tree Survey, EcoCAT update, IPaC update. RPBB HPZ checked (not present), HARGIS website checked (not present)

<u>Task 6 – Stormwater Management Analysis and Coordination</u>: Add the entire 90N future development area to the required detention volume analysis and stormwater management





alternatives evaluation and Technical Memorandum. Add Proposed Drummer Drive Alignment to the Location Drainage Technical Memorandum (LDTM).

Task 7 – Intersection Design Study:

No change to the original scope of services proposed.

This task assumes that no IDSs are required at the Thoreau Drive at Meacham intersection, Drummer Drive at Meacham intersection, nor the Thoreau Drive at IL 62 intersection. The Thoreau Drive at Convention Center Drive traffic signal will be removed, and an IDS is not required at stop-controlled intersections including Thoreau Drive at Drummer Drive/Prairie Wind Lane.

Task 9 – Project Coordination and Public Involvement:

No changes to the original scope of services proposed.

<u>Task 9 – Traffic Maintenance Analysis</u>: Add Proposed Drummer Drive Alignment to the traffic maintenance analysis (TMA) & report.

<u>Task 10 – Project Development Report</u>:

No changes to the original scope of services proposed.

Task 11 - Project Management:

No changes to the original scope of services proposed.



Village of Schaumburg Thoreau Drive Improvements Meacham Road to Algonquin Road Phase I Engineering Work Hour Estimate

| | DRAFT TASK | Original Thoreau Drive Workhours | Revised Workhours W Drummer Drive |
|-----|--|-------------------------------------|--------------------------------------|
| | | | |
| 1 | Data Collection and Analysis | | |
| а | Compile and catalog project data: Retrieve available traffic and crash data (latest 5-years plus Safety Tier), record roadway and drainage plans from the Village, County, and IDOT, records of any roadway drainage concerns, available pavement condition information, available survey data and Village mapping data including control, recorded centerline and right-of-way plans (as available), environmental resources, lands ownership and use, zoning maps, current FEMA maps and models for interconnected detention basins and downstream mapped floodplain, utility plans and atlases, bike/ped facilities and plans, existing traffic signal timings, soils data, and school/transit/mail/emergency | 40 | 40 |
| b | Compile project GIS database and updated as required (2 hrs x 18 months) | 36 | 36 |
| Ī | | 76 | 76 |
| 2 | Topographic and Utility Survey | | 1 |
| а | Thoreau Drive (2,500'), New N-S Street (1,000'), and Convention Center Drive Topographic Survey (Coordination with the Village for a survey right-of-entry letter, set recoverable Horizontal Control and perform a Level Circuit to establish Vertical Control benchmarks based on NAVD 88 and correlated to benchmarks as applicable. Locate Planimetric Features and Elevation Survey. Establish Existing Right-of-Way based on office review of available plat of highways information and monumentation found in the field. Field locate all pavements, driveways, curb and gutters, pavement markings, signs, drainage structures, crossroads and driveway culverts (including size and inverts), and all other relevant existing topographic features, within the stipulated survey limits extending 10 feet beyond existing right-of-way. Survey roadway cross sections at 100' intervals and at other grade controlling features as applicable. | 187 | 187 |
| | Add Proposed Drummer Drive Alignment (from east leg of Drummer Drive intersection only to Prairie Wind Ln | | 58 |
| b | intersection) Topographic Survey Pick-Up Survey and updating base CADD files | 60 | 60 |
| С | JULIE Utility Coordination | 24 | 34 |
| d | Sewer Inspection: Coordinate with sewer inspection subconsultant for completion of sanitary and storm sewer | 4 | 4 |
| - | cleaning and inspection. | 275 | 343 |
| 3 - | Traffic and Crash Analysis | 2/3 | 545 |
| a | Collect Traffic Counts at 4 locations. (+3 locations) | 28 | 49 |
| b | Develop "With Future Development" projected traffic volumes for the Thoreau Drive corridor. Prepare intersection thru and turning movements and prepare overall project traffic exhibit with existing and projected "with future development" exhibit with ADTs and intersection turning movements at Meacham, Convention Center Drive, the minor-leg stop controlled entrance to CC parking lot, and IL 62. Add Drummer Drive at Meacham, Drummer Drive at Thoreau Drive Thorea | 36 | 63 |
| С | Existing Traffic Analysis: A Synchro model will be assembled to analyze the existing traffic operations and will be completed along Thoreau Drive from Meacham Road to Convention Center Drive to IL Route 62 (Algonquin Rd). | 28 | 28 |
| d | Existing capacity deficiencies. if any. will be identified. Alternatives Traffic Analysis: Using the same groundwork from the existing Synchro model, a copy of existing Synchro model will be modified to analyze two (2) future alternative models. One alterative model will include two proposed signalized intersections on Thoreau Drive and the other alternative model will include two roundabouts on Thoreau Drive. The two alternatives will include projected "with future development" volumes along Thoreau Drive from Meacham Road to Convention Center Drive to IL Route 62 (Algonquin Rd). Existing and future alternative capacity deficiencies will be compared and remedial measures will be summarized in the analysis results in the Project | 54 | 54 |
| d | Crash Analysis and Technical Memorandum (not adding Drummer Drive) | 54 | 54 |
| | | 200 | 248 |
| 4 | Alternatives Analysis and Preliminary Plans | | |
| a | Confirm design criteria | 4 | 4 |
| b | Concept Level Alternatives Analysis. Prepare concept Typical Cross Sections and Concept Level Geometry for up to two (2) distinct alternatives, for comparative analysis (120 hours each). Each concept alternative will be developed in plan view with concept level profiles and cross sections to determine probably right-of-way needs. (2 alts x 120 hrs each) | 240 | 240 |
| | Add Drummer Drive Alternatives Analysis. | | 120 |
| С | Complete a comparative analysis of concept alternatives based on relative network travel performance (traffic control mobility and safety), access to adjacent development (connectivity), ROW impacts, footprint (maximizing future development), multimodal development, cost-effectiveness, staged constructability, and other key factors identified thru upfront stakeholder coordination. (2 alts x 32 hrs each). Add Drummer Drive Alternative, 32 hrs. | 64 | 96 |
| d | Preliminary Plans for the Preferred Alternative. Finalize Preferred Alternative Typical Sections. Developed at 1" = 50' scale with complete preliminary 30% level plans, profile, and cross sections (at 100' intervals, driveways, and grade control features). Includes determination of preliminary right-of-way/easements, environmental impacts and remedial measures, and non-motorized accommodations. (P&P est. 8 shts x 12 hrs ea, XSECS est. 40 x 1.5 hrs ea) No ADA curb ramps. | 156 | 156 |

Village of Schaumburg Thoreau Drive Improvements Meacham Road to Algonquin Road Phase I Engineering Work Hour Estimate

| Add Drummer Drive Preliminary Plans for the Preferred Alternative. (P&P est. 2 shts x 12 hrs ea, XSECS est. 10 x 1.5 hrs | | 39 |
|--|--|---|
| ea) No ADA curb ramps CBBEL will meet with the appropriate personnel as required to refine the scope, discuss the lighting requirements, preferred lighting equipment and obtain existing lighting information. CBBEL will perform a site visit to obtain | | |
| information regarding the existing field conditions. CBBEL will perform a preliminary photometric analysis to develop a | | |
| concept lighting plan and cost estimate for inclusion in the Phase I Report. Detailed development of lighting plans, | 144 | 185 |
| photometric calculations, voltage drop calculations, etc., will not be completed as part of the Phase I Study, and would | | |
| be completed as applicable during Phase II Engineering. (+1,000 along Drummer Drive) | | |
| f Develop Preliminary Engineer's Estimate of Probable Costruction Cost for Preferred Alternative | 40 | 40 |
| bevelop Freimmary Engineer's Estimate of Frobable cost detail cost for Freience Arternative | 648 | 880 |
| 5 Environmental Analysis and Coordination | | |
| a Wetland Delineation - Field Reconnaissance & Report (+1,000 along Drummer Drive) | 50 | 64 |
| b Threatened & Endangered (T&E) Species Consultation (+1,000 along Drummer Drive) | 12 | 15 |
| c Cultural Resources (Section 106 & Section 707) Coordination (+1,000 along Drummer Drive) | 24 | 30 |
| d Preliminary Environmental Site Assessment (non-State Right-of-Way) (+1,000 along Drummer Drive) | 58 | 74 |
| e USACE Jurisdictional Determination/ Boundary Verification (+1,000 along Drummer Drive) | 12 | 15 |
| Deferred to Phase II: USACE NWP (assumes IP not required), WMO (Env - wetland & buffer tabs only), SWPPP & NOI | | |
| (assumes SESC plan and submittal of NOI by others), Udate T& E (if necessary), BBA (assumes no impact to ped | 0 | |
| bridge(s), and no impact at Drummer Dr bridge), Tree Survey, EcoCAT update, IPaC update. RPBB HPZ checked (not | | |
| present). HARGIS website checked (not present) | 156 | 198 |
| 6 Stormwater Management Analysis | 130 | 170 |
| a Required Detention Volume analysis per the 2024 MWRD WMO for roadway, interim, and ultimate "with future | | 100 |
| development" conditions (+1,000 along Drummer Drive) | 80 | 100 |
| b Stormwater management alternatives evaluation and Tech Memo (+1,000 along Drummer Drive) | 80 | 100 |
| c Location Drainage Technical Memorandum for the preferred alternative. (Existing Drainage Plan, Identified Drainage | | |
| | | |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other | 280 | 360 |
| | 280 | 360 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other | 280 440 | 360 560 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other | | |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) | | |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies | | |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to | 240 | 560 240 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) | 440 | 560 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement | 240 | 240 240 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website | 240 | 560 240 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, | 240 | 240 240 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website | 240 240 0 | 240 240 0 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs | 240 240 0 | 240 240 0 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each. meeting agenda and material preparation, and preparing meeting summaries. c 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various | 240 240 0 216 | 240 240 0 216 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each, meeting agenda and material preparation, and preparing meeting summaries. 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various locations including the Village offices, variable message boards, and library. | 240 240 0 216 | 240 240 0 216 |
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| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each. meeting agenda and material preparation. and preparing meeting summaries. c 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various locations including the Village offices, variable message boards, and library. Develop mailing lists of key stakeholders and property owners and print and send postcard to recipients Prepare display ad and send to the newspaper for legal advertisement. | 240 240 0 216 8 32 8 | 240 240 0 216 8 32 8 |
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| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each. meeting agenda and material preparation, and preparing meeting summaries. 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various locations including the Village offices, variable message boards, and library. Develop mailing lists of key stakeholders and property owners and print and send postcard to recipients Prepare display ad and send to the newspaper for legal advertisement. Prepare meeting brochure and comments response form Prepare meeting display exhibits and narrative descriptions | 240 240 0 216 8 32 8 40 48 | 240 240 0 216 8 32 8 40 48 |
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| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement a No Project Website Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each. meeting agenda and material preparation. and preparing meeting summaries. 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various locations including the Village offices, variable message boards, and library. Develop mailing lists of key stakeholders and property owners and print and send postcard to recipients Prepare meeting brochure and comments response form Prepare meeting display exhibits and narrative descriptions Open House format with no virtual presentation video Attend PIM Dry Run Meeting to finalize material and white paper for Village approval Attend in-person Open House Public Information Meeting (3 ppl x 4 hrs each) Village Staff to host sign-in table and a couple engineers to attend Open House Public Information Meeting (3 ppl x 4 hrs each) | 240 240 0 216 8 8 32 8 40 48 0 12 12 0 | \$ 240 240 0 216 8 32 8 40 48 0 12 12 0 |
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| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) 7 Intersection Design Studies a Two IDSs are anticipated to be completed for the preferred alternative. Assumed work hours are flexible to alternative any intersection configurations such as traffic signals or modern roundabouts. (2 IDSs x 120 hrs ea) 8 Project Coordination and Public Involvement A No Project Website b Project Monthly Coordination/ Status Meetings. Assumes Alternatives, Drainage, or Utility meetings with agencies, stakeholders, or Village Staff as-needed will occur at Status meetings. 18 months/ meetings, includes 3 ppl at 4 hrs each. meeting agenda and material preparation. and preparing meeting summaries. c 1 Public Information Meeting Prepare digital postcard and public advertisement for Village to be post on the Village's website and at various locations including the Village offices, variable message boards, and library. Develop mailing lists of key stakeholders and property owners and print and send postcard to recipients Prepare meeting brochure and comments response form Prepare meeting display exhibits and narrative descriptions Open House format with no virtual presentation video Attend PIM Dry Run Meeting to finalize material and white paper for Village approval Attend in-person Open House Public Information Meeting (3 ppl x 4 hrs each) Village Staff to host sign-in table and a couple engineers to attend Open House Public Information Meeting (3 ppl x 4 hrs each) Compile and prepare FAQ to comments received Prepare meeting summary 9 Traffic Maintenance Analysis a Determine construction staging methodology and evaluate traffic maintenance requirements for thru traffic and adjacent property access. Prepare typical sections and schematics, and determine any (if any) temporary construction | 240 240 0 216 8 8 32 8 40 48 0 12 12 12 0 22 12 | \$ 240 240 240 240 216 8 32 8 40 48 0 12 12 0 22 12 |
| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) Intersection Design Studies | 240 240 0 216 8 32 8 40 48 0 12 12 0 22 12 410 | 240 240 0 216 8 32 8 40 48 0 12 12 0 22 12 410 |
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| Problems, Design Criteria, Outlet Evaluation, Stormwater Detention Analysis, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDTM Assembly) (+1,000 along Drummer Drive) Intersection Design Studies | 240 240 0 216 8 32 8 40 48 0 12 12 0 22 12 410 | 560 240 240 0 216 8 32 8 40 48 0 12 12 0 22 12 410 |

Village of Schaumburg Thoreau Drive Improvements Meacham Road to Algonquin Road Phase I Engineering Work Hour Estimate

| а | Compile Exhibits, Documents, and Materials for inclusion in the Project Development Report (PDR), which will be prepared based on IDOT BLR 22210 for Village-only approval. | 40 | 40 |
|----|---|-----|-----|
| b | Prepare Preliminary PDR for Village review in advance of the PIM. | 16 | 16 |
| С | Prepare the Final PDR incorporating the public input and disposition of comments from the PIM, and submit to the Village for Phase I Design Approval. | 12 | 12 |
| | | 68 | 68 |
| 11 | Project Management | | |
| а | Monthly Progress Reports. 18 months x 2hrs | 36 | 36 |
| b | Project Management and Administration, including development and management of project schedule, internal team coordination, and Q/A associated with milestone deliverables as required. 18 months x 6hrs | 108 | 108 |
| | | 144 | 144 |
| | | | |

| Local Public Agency | County | Section Number |
|--|--------|----------------|
| Village of Schaumburg | Cook | N/A |
| Consultant / Subconsultant Name | • | Job Number |
| Christopher B. Burke Engineering, Ltd. | | |

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

| OVERHEAD RATE | 149.00% | COMPLEXITY FACTOR | (|
|----------------------|---------|-------------------|---|
| | | | |

| TASK | DIRECT COSTS (not included in row totals) | STAFF HOURS | PAYROLL | OVERHEAD & FRINGE BENEFITS | FIXED FEE | SERVICES BY OTHERS | TOTAL | % OF GRAND TOTAL |
|---|---|-------------|---------|-------------------------------|-----------|-----------------------|--------|---------------------|
| 1 - Data Collection and Analysis | | | - | - | - | | - | 0.00% |
| 2 - Topographic and Utility Survey | | 68 | 4,427 | 6,597 | 1,461 | | 12,485 | 15.44% |
| 3 - Traffic and Crash Analysis | | 48 | 2,561 | 3,816 | 845 | | 7,222 | 8.93% |
| 4 - Alternatives Evaluation and Prelim. Plans | | 232 | 11,133 | 16,589 | 3,674 | | 31,396 | 38.83% |
| 5 - Environmental Analysis and Coordination | | 42 | 2,657 | 3,960 | 877 | | 7,494 | 9.27% |
| 6 - Stormwater Management | | 120 | 6,806 | 10,140 | 2,246 | | 19,192 | 23.73% |
| 7 - Intersection Design Studies | | | - | - | - | | - | 0.00% |
| 8 - Project Coord. and Public Involvement | | | | - | - | | - | 0.00% |
| 9 - Traffic Maintenance Analysis | | 20 | 1,089 | 1,623 | 360 | | 3,072 | 3.80% |
| 10 - Village Project Development Report | | | - | - | - | | - | 0.00% |
| 11 - Project Management | | | - | - | - | | - | 0.00% |
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| Subconsultant DL | | | | | | | \$0.00 | |
| Direct Costs Total ===> | \$0.00 | | | | | | \$0.00 | |
| TOTALS | | 530 | 28,673 | 42,725 | 9,463 | - | 80,861 | 100.00% |

RESOLUTION NO. R-24-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE A CHANGE ORDER FOR THOREAU DRIVE IMPROVEMENTS – PHASE I PRELIMINARY ENGINEERING SERVICES WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN THE AMOUNT OF \$80,861

WHEREAS, the President and Board of Trustees wish to execute a Change Order for Thoreau Drive Improvements – Phase I Preliminary Engineering Services with Christopher B. Burke Engineering, Ltd; and

WHEREAS, it would be in the best interest of the citizens of Schaumburg to execute the attached Change Order, Exhibit "A".

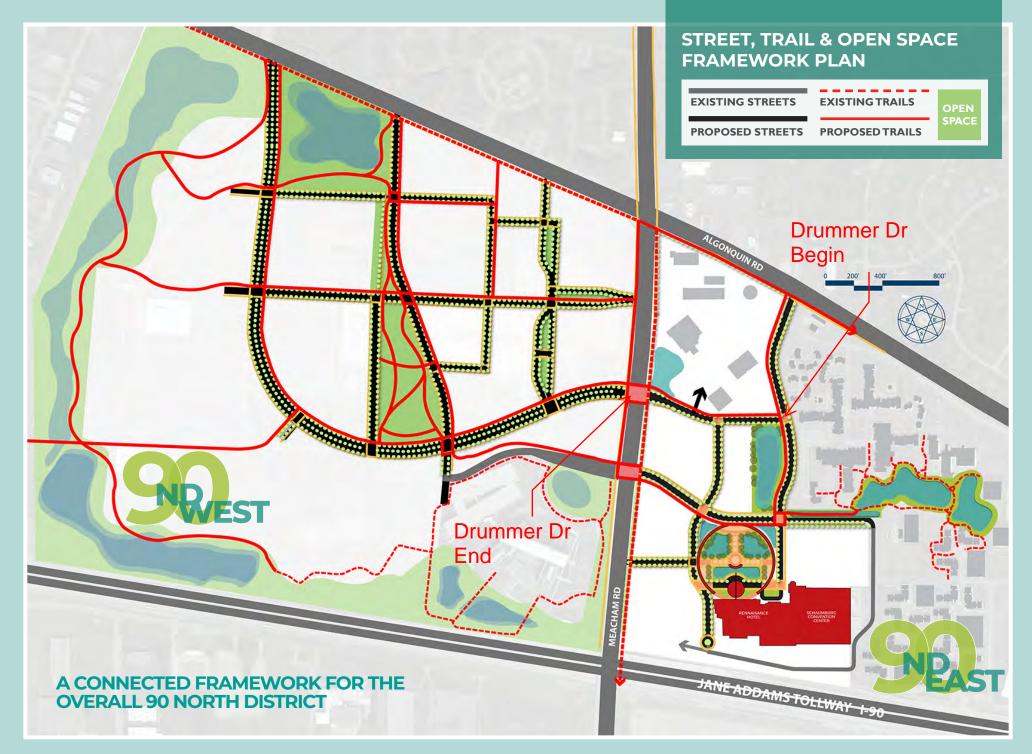
NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager and Village Clerk are hereby authorized and directed to execute the attached Change Order, Exhibit "A", between the Village of Schaumburg and Christopher B. Burke Engineering, Ltd.

SECTION TWO: That the Village Manager and Village Clerk are hereby authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

| day of | , 2024. |
|--------|-------------------|
| | |
| | Village President |
| | |
| | |
| | |
| | day of |





AGENDA ITEM SUMMARY

Recommendation to Approve an Agreement with Thomas Engineering Group, LLC for Phase I Preliminary Design Engineering Services for the Meacham Road Corridor Streetscape Improvement Project - Stage II 11/5/2024

Transportation Committee

Presenter: Sidney Kenyon, AICP, Director of Transportation

Lead Department: Transportation

| Accounts(s): | Budget: | Expense Request: |
|-------------------------------|-----------|------------------|
| 4369010-7453, 22002 10-110 | \$125,000 | \$123,601 |

The budget status for this request is: Under Budget

Amount Under Budget: \$1,399

If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.

Executive Summary:

In accordance with the recommendations of the North Meacham Road Corridor Plan, the Village is pursuing a multi-stage effort to provide complementary streetscape improvements to seamlessly blend 90 North's future architectural character together with street frontage along Meacham Road. Beginning with the adoption of the Corridor Plan into the village's Comprehensive Plan in 2020, the village is advancing the planned streetscape improvements in four separate stages. The first stage of the North Meacham Road Streetscape, representing the northwest quadrant of the planned improvements, is targeting Spring of 2025 for construction. The second stage, which is intended to connect Drummer Drive to the Jane Addams Tollway (I-90) along the east side of Meacham Road, will further the implementation of the streetscape elements as recommended by the North Meacham Road Corridor Plan. Those elements will include pedestrian walkway surfaces, branded signage, benches, and vegetation improvements.

Consultant Selection

Incorporating the design aesthetics that were recommended via the North Meacham Corridor Plan, staff prepared and released a Request for Proposals (RFP) for consultant assistance for the second stage of the North Meacham Streetscape Improvements. Staff received proposals from three qualified consulting firms. Proposals were evaluated based on the experience and qualifications of the project team, relevant experience, and project approach as summarized below. Based on these criteria, staff recommends Thomas Engineering Group to complete Phase I Preliminary Engineering

for the second stage of the Meacham Road Corridor Streetscape Improvement project.

Thomas has submitted a scope and fee in the amount of \$123,601 for Phase I Preliminary Design Engineering services. The submitted scope and breakdown of the costs is attached to this agenda item. The village budgeted \$125,000 for the second stage of the Meacham Road Corridor Streetscape project in FY25. Based on the submitted scope and fee, this phase of the project would be \$1,399 under budget. Funds for this project will be paid from the North Schaumburg TIF Fund. Staff recommends awarding the contract to Thomas.

Recommended Action:

The Village Manager recommends that the Transportation Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement with Thomas Engineering Group LLC for Phase I Preliminary Design Engineering Services for North Meacham Streetscape Improvements in the amount of \$123,601, and approve the required Resolution.

ATTACHMENTS:

| | Description | Type |
|---|-----------------------|-------------------|
| D | PSA | Exhibit |
| D | Scope of Work | Exhibit |
| D | Evaluation Tabulation | Exhibit |
| D | Resolution | Resolution Letter |
| D | Stage II Project Map | Exhibit |
| D | Concept Exhibits | Exhibit |

VILLAGE OF SCHAUMBURG PROFESSIONAL SERVICES AGREEMENT FOR

| and is by and | AGREEMENT is dated as of the day of, 20 ("Agreement") d between the VILLAGE OF SCHAUMBURG, an Illinois municipal corporation d the Consultant identified in Subsection 1A below. | | |
|---|---|--|--|
| | NSIDERATION OF the recitals and the mutual covenants and agreements set greement, and pursuant to the Village's statutory powers, the parties agree as | | |
| SECT | ION 1. CONSULTANT. | | |
| | Engagement of Consultant. The Village desires to engage the Consultant by to provide all necessary professional consulting services and to perform the ction with the project identified below: | | |
| | Consultant Firm Name: Street Address: City, State, Zip: Telephone: Email: | | |
| В. | Project Description. | | |
| C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature. | | | |
| D. under this Agreemer this Agreemer | Agreement Amount. The total amount billed by the Consultant for the Services reement shall not exceed, as outlined in Exhibit 1, including expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of ht. | | |
| SECT | TION 2. SCOPE OF SERVICES. | | |
| A. and the Consu | Retention of the Consultant. The Village retains the Consultant to perform, ultant agrees to perform, the Services. | | |
| B. conditions of t | <u>Services</u> . The Consultant shall provide the Services pursuant to the terms and his Agreement. | | |

- C. <u>Commencement; Time of Performance</u>. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than ____ days after the date of the execution of this Agreement ("Time of Performance").
- **D.** Reporting. The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- **A.** Agreement Amount. The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.
- **B.** Invoices and Payment. The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.
- **C.** Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- **D.** Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.
- **E.** <u>Taxes, Benefits and Royalties</u>. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.
- **F.** Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

- **A.** <u>Key Project Personnel</u>. The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.
- **B.** Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- **D.** Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

Confidential Information. The term "Confidential Information" shall mean Α. information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

<u>SECTION 6.</u> <u>STANDARD OF CARE; INDEMNIFICATION; INSURANCE</u>.

- **A.** <u>Standard of Care.</u> The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- **B.** <u>Indemnification.</u> The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.
- **C.** <u>Insurance.</u> Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.
- **D.** No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

<u>SECTION 7.</u> <u>CONSULTANT AGREEMENT GENERAL PROVISIONS.</u>

- A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. <u>Conflict of Interest</u>. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- **D.** Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).
- E. Patriot Act Compliance. The Consultant represents and warrants to the *Village* that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

- **F.** <u>Termination</u>. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.
- **G.** <u>Term.</u> The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.
- H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

- I. <u>Default</u>. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
 - 1. <u>Cure by Consultant</u>. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
 - 2. <u>Termination of Agreement by Village</u>. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

- 3. <u>Withholding of Payment by Village</u>. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.
- J. <u>No Additional Obligation</u>. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.
- **K.** <u>Village Board Authority.</u> Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.
- L. <u>Mutual Cooperation</u>. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.
- **M.** <u>News Releases</u>. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village
- **N.** <u>Ownership.</u> Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("*Documents*") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.
- O. <u>GIS Data</u>. *[NOTE: Use this only if applicable]* The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:
 - 1. <u>Limited Access to GIS Data</u>. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;
 - **2.** Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
 - **3.** Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

- a. <u>Trade Secrets of the Village</u>. The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
- b. <u>Consent of Village Required</u>. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;
- c. <u>Supply to Village</u>. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
- d. <u>No Guarantee of Accuracy</u>. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
- e. <u>Discontinuation of Use.</u> At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

- **A.** <u>Amendment.</u> No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- **B.** <u>Assignment</u>. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- **C.** <u>Binding Effect</u>. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Schaumburg 101 Schaumburg Ct Schaumburg, Illinois 60193 Attention: E-mail:

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

| Consultant Firm | Name: | | |
|-------------------|-------|---|--|
| Street Address: | | | |
| City, State, Zip: | | | |
| Attention: | | | |
| Facsimile: | | _ | |
| Email: | | | |

- **E.** <u>Third Party Beneficiary</u>. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.
- **F.** <u>Provisions Severable.</u> If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
 - **G.** Time. Time is of the essence in the performance of this Agreement.
- **H. Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Illinois.
- I. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.
- **J.** <u>Waiver</u>. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- **K.** <u>Exhibit</u>. Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- **L.** <u>Rights Cumulative.</u> Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. <u>Counterpart Execution</u>. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

| VILLAGE OF SCHAUMBURG |
|-----------------------|
| By: |
| ATTEST: |
| By: Office Supervisor |
| CONSULTANT |
| By: Center Commell |
| TITLE: |
| ATTEST: By: |
| By: |
| TITLE: |

EXHIBIT 1

SCOPE OF SERVICES

AGREEMENT AMOUNT

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS, SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]

[SHALL INCLUDE SCHEDULE]

EXHIBIT 2

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. <u>Comprehensive Motor Vehicle Liability</u> with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. <u>Comprehensive General Liability</u> with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage \$2,000,000 Aggregate Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. <u>Umbrella Policy or Excess liability Insurance</u> with a limit of liability of not less than \$2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- E. <u>Professional Liability Insurance</u>. With a limit of liability of not less than \$1,000,000 per claim/\$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.
- F. <u>Village as Additional Insured</u>. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

G. <u>Other Parties as Additional Insureds</u>. In addition to Village, the following parties shall be named as additional insured on the following policies:

| Additional Insured | Policy or Policies |
|--------------------|--------------------|
| | |
| | |

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.





REQUEST FOR QUALIFICATIONS

MEACHAM ROAD
CORRIDOR STREETSCAPE
(SOUTHEAST QUADRANT
- STAGE II)
PHASE I ENGINEERING
SERVICES

October 18, 2024

SUBMITTED BY:





6 COST PROPOSAL

Meacham Road Streetscape Stage II – Anticipated Scope

1. Village Meetings/Project Kick-Off Meeting

TEG will hold a kick-off meeting with Village staff and key stakeholders to review the scope and schedule for the project. We will establish protocols for communication throughout the project and confirm the project priorities/goals for the Village. We will review the progress of the project to-date and determine a strategy to transition responsibilities.

TEG will plan and coordinate a meeting with a selection of internal stakeholders from the Village such as maintenance, public works, parking, planning, water, engineering, etc. The purpose of this meeting is to find common ground or understanding that will be the basis for our project approach. Together we will walk through all known elements of the project in terms of risk to cost, schedule, environment, and stakeholder trust. A risk log will be developed and each element will be assigned a Low/Med/High) level of risk. The log will be used to track each risk element through completion of Phase II or until that element reaches a point of surety where the risk is considered negligible. Our team will use this workshop to quantify the goals and priorities of the project and better understand Village design preferences. This will give our team a clear understanding of how much flexibility we have with the design of the project, construction staging, and neighborhood impacts, etc. By understanding the risks, priorities and goals, this enables our team to design, stage and let contracts in a manner that is least disruptive to the stakeholders and most financially advantageous to the Village (optimum unit prices).

As part of the workshop and one of the initial workshop exercises, TEG and Village staff will walk the corridor as a working meeting with a purpose being to update the physical context of the site and get a shared understanding of the site issue in terms of access, connectivity, right-of-way and constructability.

The goal for this workshop is to develop a shared or operational understanding of project context. This will enable our team to make better decisions thus allowing a rapid and effective move towards feasible, buildable construction contracts.

The effort also includes subsequent follow-up meetings with Village staff.

2. Data Collection and Review

Work to date has been well summarized and organized by Village staff. As part of the preparation of this proposal, the TEG team staff has reviewed all the information provided. At the start of the project, a subsequent review will be coordinated with Village Staff so they can provide additional insight. The goal of this project will be to build on the work previously completed while avoiding any redundancies.

Data will be obtained from the Village and Village agents for continued plan development. TEG will evaluate the conditions of relevant features and collect the necessary data required for the existing conditions. TEG will use available surveys, aerials, as-builts, etc. and conduct any additional reconnaissance necessary to prepare the required level of base mapping. TEG will also provide processing of survey documents provided by the Village, conduct any necessary supplemental pick-up topographic survey to capture missing topographic features, and consolidate all survey information into a single unified existing CAD file that will be used as the basis of all engineering/streetscape design.

3. Coordination

Coordinate with various Village departments. Conduct informational meetings with other impacted agencies, including businesses and interested groups, and prepare all exhibits necessary to convey project information at meetings. This effort also includes coordination with the selected Phase I consultants for the Meacham Pedestrian Bridge and the Thoreau Drive Re-alignment.

4. Review and Confirm Project Right-of-Way Requirements

It will be critical to have early verification of the project right-of-way requirements. Right-of-Way Acquisition; our experience has shown that the right-of-way acquisition process presents the greatest risk to project cost and schedule. The design team will work with the Village to confirm any ROW needs. Our PLS will review the various sources of information to verify the amount of land acquisition. Any ROW needs will be brought to the Village's attention promptly. Various design alternatives could be developed to avoid or minimize ROW needs.

Negotiations will be handled by the Village of Schaumburg with support from TEG. TEG shall prepare necessary Plats and Legals necessary for Land Acquisition.

5. Stakekholder Engagement

Our team considers engagement a philosophy rather than a project phase and we will incorporate intentional and effective engagement throughout the conceptual design phase of the study. The Lakota Group will support stakeholder and public engagement by participating in a series of meetings with adjacent property owners to discuss the issues and challenges for the businesses along the corridor. After the stakeholder meetings, the team will refine the conceptual designs, starting with a working group meeting with the Village in which input from the public engagement will be discussed. The working group will agree to necessary refinements for the consultant team to complete. After completion of the revisions, the team will prepare a concise summary document finalizing a preferred concept for review by the stakeholders. All materials prepared for meetings and presentations will be included as appendices to provide complete documentation of the process.

6. Public Meeting

TEG will prepare all necessary documents and exhibits needed for a Public Meeting. All follow-up will be completed as part of this task.

7. Permitting/Environmental

TEG will assist the Village in obtaining any permits from IDOT, MWRD, IEPA, and others as needed. Environmental screening will include preparing EcoCAT, Wetland screening and an initial environmental site investigation. Full environmental site assessment will be coordinated with previous phase and handled in Phase II Design.

8. Utility Coordination

Early and continued communication with the private utility companies is critical for this project. TEG will schedule joint utility meetings in an attempt to keep everyone in the loop and to minimize delays during construction. As such, TEG will host an advance joint utility meeting with all private utility companies with

facilities within each project section's limits of construction. It has been our experience that advance joint utility meetings improve rapport, establish early conflict relocation protocols, and improve lead times.

Effective construction staging is essential for business sustainability and livelihood. Striking the optimum balance between construction duration and maintenance of traffic will affect access to businesses and overall project cost.

9. Alternatives Analysis and Selection of a Preferred Alternative

Three concepts from the conceptual design stage will be carried forward for further analysis. At the conclusion of this task, a preferred alternative will be recommended and used for the final Phase I documents.

10. Draft Analysis Report

TEG will document the existing conditions, project criteria and the various findings in the report to date. The Phase I report will also include an LDTM (Location Drainage Technical Memorandum), if required by IDOT, to address the impacts of the proposed design on drainage with the project limits and adjacent/downstream areas. At this point, TEG will submit alternatives analysis report to the Village for review.

11. Final Report

TEG will record the Village comments, incorporate changes into the final documents, and provide a complete disposition to all comments thoroughly citing actions taken and revisions made. The report will be submitted and distributed per the Village's preferences.

12. Funding/Grants

Our team will identify possible funding sources for the Phase II Design, Construction, and Construction Engineering phases of the project. Where applicable, our team will assist in preparation of corresponding grant applications.

13. QA/QC

TEG will provide quality assurance throughout the concept and report development. All milestone submittals will be reviewed by an independent staff person.

14. Admin

Effort included to set up contract and process monthly invoices.

15. Landscape Architecture (The Lakota Group)

Our sub-consultant The Lakota Group will perform the following services:

- Assist in the selection of design elements.
- Development of preliminary design plans, including locations/limits and style of paving, lighting, signage, site furnishings, landscaping, etc.

- Conduct meetings with the Village throughout the project to present design elements and concepts, obtain environmental and design concerns, and review the project schedule.
- Conduct a public meeting, if required, including production and publication of any associated required public notices.
- Preliminary estimates of cost based on the improvement plan shall be prepared. The Village cannot emphasize enough the need to have accurate cost estimates available. The Village funding cycle is different than other agencies, and it is important to ensure that the Consultant provide accurate information to the Village on all identified issues which may impact the budget.

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM Thomas Engineering Group LLC

PTB-ITEM # 185-07 OVERHEAD RATE 153.37%

PRIME/SUPPLEMENT Meacham Streetscape Phase II COMPLEXITY FACTOR 0

| DBE | | | | OVERHEAD | | | SERVICES | | | % OF |
|------|---------------------------------------|----------|---------|-------------|--------|--------|----------|-------|---------|---------|
| DROP | ITEM | MANHOURS | PAYROLL | & | DIRECT | FIXED | BY | DBE | TOTAL | GRAND |
| BOX | | | | FRINGE BENF | COSTS | FEE | OTHERS | TOTAL | | TOTAL |
| | | (A) | (B) | (C) | (D) | (E) | (G) | (H) | (B-G) | |
| | Village Meetings/Project Kickoff | 20 | 1,051 | 1,612 | | 347 | | - | 3,010 | 2.44% |
| | Data Collection and Review | 36 | | 2,836 | | 610 | | - | 5,295 | 4.28% |
| | Coordination | 96 | 4,740 | 7,269 | | 1,564 | | - | 13,573 | 10.98% |
| | ROW Review | 22 | 998 | 1,530 | | 329 | | - | 2,857 | 2.31% |
| | Stakeholder Engagement | 68 | 3,398 | 5,212 | | 1,121 | | - | 9,731 | 7.87% |
| | Public Meeting | 52 | 2,541 | 3,898 | | 839 | | - | 7,278 | 5.89% |
| | Permitting/ Environmental Assesment | 74 | 3,965 | 6,082 | | 1,309 | | - | 11,356 | 9.19% |
| | Utility Coordination | 28 | 1,260 | 1,932 | | 416 | | - | 3,608 | 2.92% |
| | Alternatives Analysis | 132 | 5,306 | 8,138 | | 1,751 | | - | 15,195 | 12.29% |
| | Draft Analysis Report | 84 | 3,446 | 5,285 | | 1,137 | | - | 9,868 | 7.98% |
| | Final Report | 26 | 1,036 | 1,589 | | 342 | | - | 2,967 | 2.40% |
| | Funding/ Grants | 24 | 1,450 | 2,224 | | 479 | | - | 4,153 | 3.36% |
| | Survey Processing/ Pickup Survey | 18 | 1,163 | 1,784 | | 384 | | - | 3,331 | 2.69% |
| | Hydraulic Report | 40 | 2,213 | 3,394 | | 730 | | - | 6,337 | 5.13% |
| | QA / QC | 12 | 711 | 1,091 | | 235 | | - | 2,037 | 1.65% |
| | Admin | 14 | 1,049 | 1,610 | | 346 | | - | 3,005 | 2.43% |
| | Landscape Archictecure (Lakota Group) | | - | - | | - | 20,000 | - | 20,000 | 16.18% |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | | | - | - | | - | | - | - | |
| | Subconsultant DL | | | | | 0 | | | - | |
| | TOTALS | 746 | 36,176 | 55,486 | - | 11,939 | 20,000 | - | 123,601 | 100.00% |

91,662

DBE 0.00%

^{*}PESA may not be needed depending on what was determined in the first phase.



Village of Schaumburg

Transportation

Atcher Municipal Center, Schaumburg, IL 60193

EVALUATION TABULATION

RFP No. 2024-RFP-070

Meacham Road Streetscape Improvements - Stage II

VENDOR SCORES BY EVALUATION CRITERIA

| Vendor | Key Personnel Points Based 15 Points (30%) | Qualifications of the Firm and Team Points Based 10 Points (20%) | Project Approach Points Based 20 Points (40%) | Relevant Experience Points Based 5 Points (10%) | Total Score (Max Score 50) |
|--|--|---|---|---|-------------------------------|
| Thomas Engineering Group, LLC | 12.7 | 8 | 13.3 | 4.3 | 38.33 |
| Ciorba Group, Inc. | 11.7 | 8 | 14 | 3.7 | 37.33 |
| Globetrotters Engineering Corporation | 10.3 | 7 | 13 | 2 | 32.33 |

RESOLUTION NO. R-24-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH THOMAS ENGINEERING GROUP, INC. FOR PHASE I PRELIMINARY DESIGN ENGINEERING SERVICES FOR MEACHAM ROAD CORRIDOR STREETSCAPE IMPROVEMENT PROJECT – STAGE II IN THE AMOUNT OF \$123,601

WHEREAS, the Transportation Committee of the Village of Schaumburg has recommended that the Village of Schaumburg authorize the Village Manager and Village Clerk to execute a Professional Services Agreement with Thomas Engineering Group, Inc. for Phase I Preliminary Design Engineering Services for the Meacham Road Corridor Streetscape Improvement Project – Stage II; and

WHEREAS, the Transportation Committee, Transportation Department, Finance Department, and Legal have reviewed the professional services agreement marked Attachment "A" attached hereto; and

WHEREAS, it would be in the best interest of the Village of Schaumburg to execute the professional services agreement for Phase I Preliminary Design Engineering Services for the Meacham Road Corridor Streetscape Improvement Project – Stage II.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager and Village Clerk are hereby authorized to execute an agreement for professional services with Thomas Engineering Group, Inc. for Phase I Preliminary Design Engineering Services for the Meacham Road Corridor Streetscape Improvement Project – Stage II.

SECTION TWO: That the Village Manager and Village Clerk are hereby authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

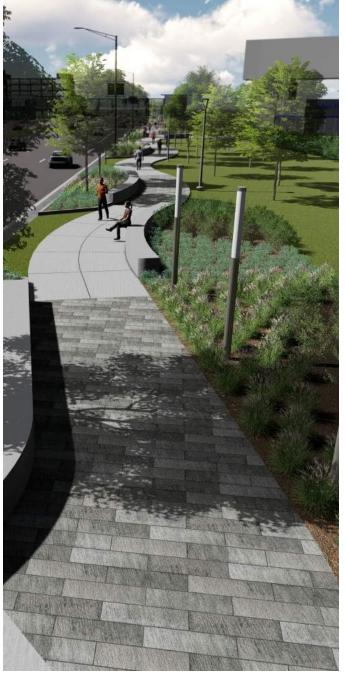
| AYES: | | |
|--------------------------|--------|-------------------|
| NAYS: | | |
| ABSENT: | | |
| PASSED AND APPROVED this | day of | , 2024. |
| | | |
| | | Village President |
| ATTEST: | | |
| | | |
| Village Clerk | | |

Meacham Road: Project Area

Schaumburg, IL







CONCEPT ILLUSTRATIONS

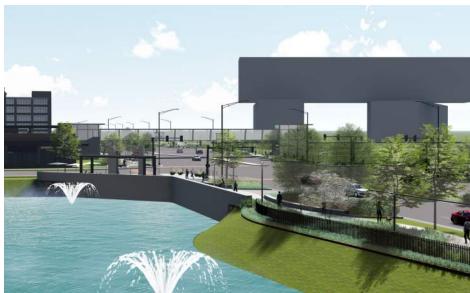














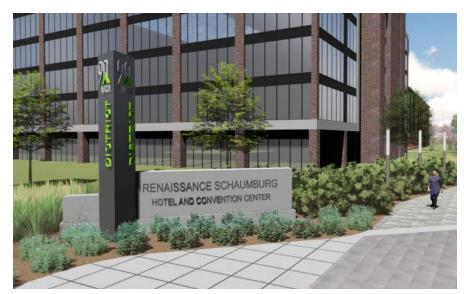




Pedestrian Bridge



Signature Gateway



Secondary Identifier

DESIGN COMPONENTS