AGENDA

Transportation Committee

Monday, November 2, 2026
7:00 PM
Temporary Village Hall
1000 E. Woodfield Rd.
Schaumburg, IL 60193

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

A G E N D A

I. CALL TO ORDER

II. APPROVAL OF MINUTES

A. October 6, 2026

III. NEW BUSINESS

A. Recommendation to Approve a Service Agreement with Pace for Route 905 (Woodfield Trolley)

B. Recommendation to Approve a Professional Services Agreement with Thomas Engineering Group for Design Services for Stage III of the North Meacham Road Corridor Streetscape Improvements

C. Recommendation to Approve a Professional Services Agreement with Hanson Professional Services, Inc. for the Commerce Drive Feasibility Study

D. The Coalition to Stop CPKC Update - Informational

IV. CONTINUING ITEMS

A. Road Construction Updates (Verbal Report)

V. COMMENTS FROM THE PUBLIC

VI. ADJOURNMENT

VII. NEXT VILLAGE BOARD MEETING

A. November 10, 2026

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.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

October 6, 2026
11/02/26
Transportation Committee

Presenter:
Lead Department: Transportation

Executive Summary:

Recommended Action:

ATTACHMENTS:
- 10.6.2026 Minutes.pdf

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 6, 2026

CALL TO ORDER

The Transportation Committee meeting was called to order at 7:01 PM by Chairman LaRosa.

Members Present: Chairman Michael LaRosa
Trustee Brian Bieschke
Trustee Mark Madej

Member(s) Absent: None

Staff Present: Brian Townsend, Village Manager
Sidney Kenyon, Director of Transportation
Marisa Krawiec, Transportation Program Manager
Rachel Applegate, Transportation Planner
Fabio Puccini, Fire Department Chief

Others Present: Chris Schultz, Resident
Richard Bolesta, Resident
Ray Einig, Resident
Sanjeev Mahajan, Resident
Keyur Brahmbhatt, Resident
Subha Chari, Resident
Sanloju S., Resident
Kamal Tahir, Resident
Xing Gao, Resident
Bhanat Palma, Resident
Kavitha Paidipelly, Resident
Kristin Johnson, Resident
Julie Hatakeyama, Resident
Amy McSwane, Hampton, Lenzini and Renwick, Inc. (HLR)

APPROVAL OF MINUTES

A motion was made by Trustee Bieschke, seconded by Trustee Madej to approve the minutes of July 7, 2026, as presented.

All ayes.

MOTION CARRIED 3-0

CONSENT AGENDA: None

NEW BUSINESS:

1. **Recommendation to Approve a Contract for Six (6) Lifepak 35 Cardiac Monitor Units**

   Fabio Puccini presented the recommendation. He said the Fire Department is requesting approval to purchase 2 Stryker LIFEPAK 35 cardiac monitor/defibrillator units. The units would replace the currently aging cardiac monitoring equipment with modern and reliable lifesaving technology. The LIFEPAK 35 monitors are the newest generation of cardiac monitor and defibrillator technology with advanced patient care features, increased reliability, improved diagnostic capabilities, and better interoperability with regional EMS systems. Mr. Puccini explained the advantages of the units and how the equipment supports the goals of the Fire Department.

A motion was made by Trustee Madej, seconded by Trustee Bieschke, to recommend that the Transportation Committee recommend the Village Board approve a Contract for Six (6) Lifepak 35 Cardiac Monitor Units.

MOTION CARRIED 3-0

2. **Recommendation to Approve the Preferred Cross Section Alternative for the National Parkway Reconstruction Project**

   Marisa Krawiec presented the recommendation. She said the Village of Schaumburg is in Phase I Preliminary Engineering for the National Parkway Improvements Project for the segment located between Higgins Road and Schaumburg Road. The existing corridor has a sidewalk on the west side of the street and a multi-use path on the east side of the street. The Village hired Hampton, Lenzini, and Renwick (HLR) as the consultant for the project who prepared alternatives for the corridor, as well as the intersection of National Parkway and Thacker Street. There were 2 proposed alternatives for the intersection and each corridor segment. Option A for the intersection is a mini roundabout, which would replace the all-way stop. This would require land acquisition at the southeast and southwest corners of the intersection and would remove 3 trees. Option B for the intersection would maintain the existing all-way stop. The corridor is split into Segment 1 and 2 for the project. Segment 1 is north of Thacker Street and segment 2 is south of Thacker Street. Option A for Segment 1 is through-lane removal. This would remove 1 through lane, but the dedicated left turn lanes would remain. Option B would be to maintain the existing cross section with no change or improvement to the existing condition. For corridor Segment 2, which is south of Thacker Street, Option A would be a physical narrowing of the roadway. This would physically reduce the roadway width and increase the parkway. Option B would be to

maintain the existing cross section with no change or improvement to the existing condition.

Ms. Krawiec said that following feedback from the public information meeting held on May 28, 2026, 2 alternatives that were developed that would reduce the travel lanes to 14 feet with 4 feet of extra pavement. These alternatives include an on-street bike lane option and an optical roadway narrowing option with a hashed or no parking area along the corridor. She said the original alternatives for the road segments and intersection were presented at the public information meeting, and a total of 91 comments were received. A majority of the comments opposed the roundabout and the physical roadway narrowing. Several comments included concerns about speeding along the corridor.

Ms. Krawiec said that following the public information meeting, the village conducted 2 separate studies along the corridor. A stop compliance study at the intersection of National Parkway and Thacker Street was completed in June 2026. The study measured the level of compliance by motorists stopping at the intersection. Only 42% of observed vehicles completed full stops at the intersection. 26% were partially compliant, and 32% were non-compliant. She said a stop sign warrant analysis was completed at the intersection of National Parkway and Beckett Lane in June 2026. It was determined that stop warrants were not met at the intersection. The study evaluated speeds near this intersection and found the northbound and southbound 85th percentile speeds on National Parkway near this intersection were 41.23 miles per hour and 37.61 miles per hour. The posted speed limit is 25 miles per hour.

The National Parkway Project is eligible for Surface Transportation Program (STP) funds, which allows an 80% reimbursement. This leaves the Village's local share at 20%. Ms. Krawiec said STP funds are crucial to the success of the Village's Vital Streets Program. Based on the 2026 STP application, National Parkway is on the Contingency List for funding. She explained estimated costs for each alternative, and she said that based on 20% local share of the construction cost, the Village's cost for the preferred alternatives would be $562,000, and the cost to maintain the existing would be $377,000.

Ms. Krawiec said staff concurs with the consultant's recommendation to advance the preferred alternatives: Segment 1: Option A, Segment 2: Option A, and Intersection Option A. Ms. Krawiec said staff's recommendation is based on several factors including future maintenance and construction costs, impacts to the STP score, which could impact funding for this project, and safety improvements along the corridor. She said narrowing the roadway reduces the travel lanes and improves safety by reducing vehicular speeds which will address the complaints about speeding and the speeds reported along the corridor. The mini roundabout is designed to slow the speed of vehicles because of the radius of the circular road and the angle of entry to the roundabout, which will address the stop sign compliance issues that were documented at the intersection.

Chairman LaRosa opened the floor to public comments.

Richard Bolesta explained that he reviewed the recommendations and also provided a written handout to the Committee, which focused on HLR's recommendation. He said he respectfully requests that the Committee reject the recommendation, thereby prioritizing the safety of children and residents. He said the HLR memorandum claims an increase in safety, yet those claims are not supported by facts. Mr. Bolesta expressed concerns that drivers will not follow all the rules to navigate a roundabout. He said the HLR traffic analysis was conducted on August 19, 2025, which is not a normal school day for Conant High School and studies should have been conducted on a normal school day with children present. He said there was no traffic or pedestrian study that was conducted in the winter when the multi-use path is snow covered. Mr. Bolesta said analysis should be completed in the winter to determine how much traffic will be present. He claimed nationally recognized experts are calling for communities to look at separating e-bikes and bicycles into separate bike lanes away from paths that pedestrians use. Mr. Bolesta expressed concerns that money was being prioritized over children's safety. He said it was just mentioned that the roundabout was specifically added to an STP funding application to receive additional points. He said the Transportation Department is adding the roundabout to game the funding system while disregarding the impact on safety. He said he would like to thank the Committee for the opportunity to raise these concerns. He said the prioritization on funding has biased the recommendation and therefore, he requested that the Board reject it and direct staff to conduct further analysis.

Chris Schultz said that the recommendation is more concerned with the budget, not necessarily with safety. She asked if the Committee has taken a look at where they made the changes in the past, namely roundabouts in other parts of Schaumburg. She asked if the Committee achieved the outcomes that were expected. She expressed concern about changing the landscape of Park St. Claire and if it would impact property values. She expressed concerns about being a runner and there being a roundabout in the area where she runs.

Residents continued to express their opposition to the proposed roundabout. Concerns included changing of the landscape at Park St. Claire, speeding and unsafe driving, the validity of studies conducted, narrowing of the roadway, seniors and children navigating the roundabout, and the right of way needed to construct the roundabout. One resident said that people are already breaking the laws with speeding and unsafe driving, and they questioned why there is now a need to stop speeding. Residents brought up that speeding will still occur with a roundabout. Many residents expressed concerns with the roundabout being in a school route where kids are walking to school. Residents requested additional police enforcement, installing cameras at the intersection, speed bumps, and illuminated stop signs. Many residents said they chose to live in Park St. Claire due to safety, and safety is a main concern with a roundabout in their neighborhood.

Charmain LaRosa closed the public comment period. Trustee Madej said that in an all-way stop intersection, a pedestrian is near the traffic flow and has to look 4 different ways to keep track of vehicles coming their way. He said in a roundabout, they would need to look 1 way to the island and then look the other way to cross the island. He asked how many

feet the pedestrian walk would be from the roundabout circle. Amy McSwane, representing HLR, responded that it would vary on each leg, between 30 and 40 feet. Trustee Madej asked whether there would be any issues with school buses in the roundabout circle even with it being a single lane. Ms. Krawiec said that the roundabout was designed with a mountable median to accommodate larger vehicles, including buses and firetrucks.

Trustee Bieschke asked how snow on pedestrian pathways is currently handled on existing roundabouts in Schaumburg. Mr. Townsend said the Village has a policy that the Board adopted related to the areas where the Village does snow removal. Most of those are in school areas or areas where children are expected to walk to school. Otherwise, he said the Village relies on the adjacent property owners and that there isn't a specific policy for roundabouts. Trustee Bieschke said land acquisition for the roundabout would be a negotiated process. He added that the Village would never make decisions that would put people's safety in jeopardy. He said the roads in Schaumburg are designed with best practices in mind for everyone's safety. Trustee Bieschke explained that the Village tries to maximize STP funding because it comes from Federal tax dollars that everyone pays. Trustee Bieschke said he is in favor of Segment 1 Option A and Segment 2 Option A. He said he would support either way in regard to the roundabout. He supports leaving the stop sign and narrowing the roadway to address the traffic calming. Trustee Madej concurred with Trustee Bieschke's comments and recommendations.

Mr. Townsend said staff will need to resubmit the design alternative to apply for funding. He said that right now, this project is not funded, and the earliest that it would be funded based on the current schedule is 2030. Chairman LaRosa said he agrees with Trustee Bieschke and accepts Segment 1 Option A, Segment 2 Option A, and keeping the 4-way stop.

A motion was made by Trustee Bieschke, seconded by Trustee Madej, to recommend that the Transportation Committee recommend the Village Board Approve Option A for Segments 1 and 2 and Option B for the National Parkway and Thacker Street Intersection for the National Parkway Reconstruction Project.

MOTION CARRIED 3-0

3. Recommendation to Terminate the Road Improvement Impact Fee Program

Sidney Kenyon presented the recommendation. He said the Village has imposed traffic impact fees since the 1970s on new developments. He said the Village has been able to conduct this program starting with home rule authority and when the Road Improvement Impact Fee Law was enacted by the State, the Village updated its impact fee ordinance to match State law. The Village's last Comprehensive Road Improvement Plan (CRIP) was approved in 2019, and the Village currently has $3.1 million in funds on-hand. There are 4 approved sectors, which are Tollway North, Tollway South, Woodfield, and Martingale. There are 6 land use types with different associated fees. This process must be overseen in

compliance with State law by a Road Impact Fee Advisory Committee (RIFAC). The last CRIP that was enacted in 2019 but expired in 2024 and since 2019 the Village received approximately $590,000 in new revenue. No new eligible projects have been identified since 2019 in the impact fee sectors. To be an eligible project roadway capacity must be expanded, such as adding lanes and turn lanes, and funds cannot be expended on maintenance.

Mr. Kenyon said to determine the efficacy of continuing to impose impact fees, staff completed an analysis and calculated a draft impact fee schedule. The draft impact fee schedule evaluates what new impact fees would look like and what kind of revenues could be generated as part of a renewed program. He said staff analysis determined there would be a significant increase in projected fees, which could have a severe impact on the Village's ability to entice new development. Staff coordinated with legal counsel, who advised that the Village has the flexibility to end the program and allocate the remaining funds to eligible projects that were identified in the last CRIP. Two eligible projects are the Thoreau Drive Realignment Project and the Central Road Extension Project. Mr. Kenyon said staff is recommending the remaining funds be allocated to the Thoreau Drive project and the impact fee program be terminated.

Trustee Bieschke asked if TIF money would be used for Thoreau Drive or if money outside of TIF funds would be used. Mr. Kenyon said the $3.1 million in impact fees outside of TIF funds would be used. This would offset TIF costs currently allocated to the project. Mr. Townsend said there is no single source of money to fund the entirety of the Thoreau Drive Realignment Project. The Village would use the $3.1 million to help pay for a portion, and then TIF would fund the rest.

A motion was made by Trustee Madej, seconded by Trustee Bieschke, to recommend that the Transportation Committee recommend the Village Board terminate the Road Improvement Impact Fee Program.

MOTION CARRIED 3-0

4. Recommendation to Adopt an Ordinance Establishing Parking and Traffic Control for the Northgate at Veridian Subdivision

Rachel Applegate presented the recommendation. She said the Northgate at Veridian roadway improvements were accepted by Village Board on July 22, 2025. Staff is proposing ordinance updates to formally establish the traffic controls, speed limits, and parking regulations that are currently in place. The proposed stop controls reflect the existing posted conditions. Staff will coordinate with the Veridian Association to install the northbound stop sign following Village Board approval.

Ms. Applegate stated that the ordinance will establish the 25 miles per hour speed limits and the overnight parking restrictions for Catalina Court, Lakepointe Drive, Landmark Avenue, Prestige Place, and Venture Drive. The ordinance also establishes parking

regulations, restrictions included in the approved development plans, along with restrictions that were approved as part of the District at Veridian Development Plan Framework. Staff is proposing several additional parking restrictions to maintain clear access throughout the development. Staff has spoken with the homeowners' association. The board members did not express any concerns with the proposition. She said staff recommends approval of the ordinance amendments.

A motion was made by Trustee Bieschke, seconded by Trustee Madej, to recommend that the Transportation Committee recommend the Village Board adopt an Ordinance Establishing Parking and Traffic Control for the Northgate at Veridian Subdivision.

MOTION CARRIED 3-0

5. **Quarterly Transit Update – FY27 Quarter 1 – Informational**

Ms. Krawiec provided the update. In February, the Village expanded the DART service to 8 additional destinations, including St. Alexius Hospital and Alexian Brothers Hospital. During the first quarter of FY27, there were a total of 156 trips to or from St. Alexius Hospital and 79 trips to or from Alexian Brothers Hospital as a result of the expansion. The other locations, including Hoffman Estates High School and places of worship also showed increased ridership. The Woodfield Trolley has about 8,500 rides so far for Quarter 1, indicating that the Village is on target to meet or exceed FY26 ridership. The parking numbers at the Schaumburg Metra Station Commuter Lot are comparable to previous years and previous quarter averages. As of September 1, the Northern Illinois Transit Authority (NITA) has replaced the Regional Transportation Authority (RTA). In August staff joined representatives from Northwest Municipal Conference communities to meet Luis Montgomery, the newly appointed director representing the Cook County northern district. Director Montgomery will also serve on the Pace Board of Directors.

Trustee Madej asked about replacement of the commuter lot kiosks. Ms. Krawiec stated that the Village plans to replace the four existing parking kiosks with two kiosks for onsite purchases. Other forms of payment online, through the app or by phone would still be available.

A motion was made by Trustee Madej, seconded by Trustee Bieschke, to accept the Quarterly Transit Update for FY27 as informational.

MOTION CARRIED 3-0

CONTINUING ITEMS:

1. **Bikeways Advisory Committee (Verbal Report)**

Ms. Applegate said that the Bikeways Advisory Committee met in August to review bikeway program updates. The Fahrrad Tour Von Schaumburg was held on June 7, 2026. There were 175 participants at the event. The Business Bike Classic and the Family and Friends Bike Classic took place as well. There were 11 teams in the Business Bike Classic and 5 teams in the Family and Friends Bike Classic. Bike to Metra Day was held on June 24, 2026 at the Schaumburg Metra Station. Ms. Applegate said there are 22 active groups in the Adopt-a-Bike Path Program, including 5 new groups that signed on this year. The transportation interns also presented a report of all the activities they completed during the summer internship with the Transportation Department.

2. **Schaumburg Regional Airport Advisory Commission (Verbal Report)**

Mr. Kenyon said the meeting took place in August. Projects such as the Self-Serve Fuel Upgrade, Airfield Lighting Rehabilitation, Hangar Feasibility Study, and East Apron Rehabilitation were discussed. The Hops and Props event had a new record attendance this year of 804 people.

3. **Road Construction Updates (Verbal Report)**

Mr. Kenyon provided the updates.

Braintree Drive – The contractor will be framing concrete for sidewalk, curbs, and driveway aprons. From Schaumburg Road to Weathersfield Way, residents will be asked to park on adjacent side streets starting October 7, 2026, until October 19, 2026.

Meacham Road – Decking and rebar installation will continue. The deck pour for the east side will take place late next week.

Woodfield Road – HMA surface course is scheduled to start October 19, 2026.

McConnor Parkway – Staff is anticipating the project will switch to Stage 2 on October 9, 2026. The traffic will move onto the completed new roadway lanes on the north side. They will begin construction on the eastbound lanes on the south side. There are 3 total stages, with the 3rd one being the work on the islands that will start next year. Trustee Bieschke asked if the pavement is a finished surface that they will use or if it's still an inch short. Mr. Kenyon said it will be the completed surface.

COMMENTS FROM THE PUBLIC:

See public comments from item 2 - Recommendation to Approve the Preferred Cross Section Alternative for the National Parkway Reconstruction Project.

ADJOURNMENT: A motion was made by Trustee Bieschke, seconded by Trustee Madej to adjourn the meeting of the Transportation Committee at 8:23 PM.

MOTION CARRIED 3-0

Respectfully Submitted,

Kristena Rose
Recording Secretary

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Service Agreement with Pace for Route 905 (Woodfield Trolley)
11/02/26
Transportation Committee

Presenter: Marisa Krawiec, AICP, Transportation Program Manager
Lead Department: Transportation

Account(s):	Budget:	Expense Request:
2104768-7238 (FY27)	$412,000	$412,051.12
2104768-7238 (FY28)	$443,000	$289,016.24

The budget status for this request is: Over Budget

Amount Over Budget: $51.12

Executive Summary:

The Village has received the draft 2027 Service Agreement from Pace for the Woodfield Trolley, also known as Pace Route 905. The proposed service agreement covers Pace's operating expenses for the Woodfield Trolley from January 1, 2027, through December 31, 2027.

The total cost for the proposed agreement is $433,524.37. The proposed amount represents an increase of $32,209.86 (7.43%) over the 2026 agreement approved in the amount of $401,314.51. Pace has indicated that the increased cost was driven by an increase in labor costs as well as the ongoing maintenance of aging vehicles and high fuel costs.

Pace will continue funding 60% of the weekend service operating costs (Friday, Saturday, and Sunday) throughout the entire year, and the village will be responsible for the remaining 40% of those costs. Additionally, the village will continue to be responsible for 100% of the costs for expanded daily service between Memorial and Labor Day, and the day after Thanksgiving and New Year's Day. The costs of expanded holiday and summer services are spread evenly throughout the year and reflected in the monthly payment.

The Pace Service Agreement is based on a calendar year. Based on the Village's fiscal year, the months of May through December are covered under the 2026 Service Agreement, and the months of January through April are covered under the 2027 Service Agreement. In calculating the total cost by the village's fiscal year, the agreement slightly exceeds the FY27 budget by $51.12.

	January-April 2027	May-December 2026
FY26		$144,508.13
FY27	$289,016.24	
Total 2027 Pace Agreement	$433,524.37	

Staff continues to closely monitor ridership on the Woodfield Trolley. In September 2026, there were 2,108 rides provided, which is an increase from September 2025's ridership of 1,534. Historically, ridership for the Trolley is as follows.

Fiscal Year	Total
FY20	15,534
FY21	0
FY22	7,343
FY23	14,702
FY24	20,469
FY25	19,440
FY26	21,683
FY27 (YTD)	13,159

Following up on recommendations from the 90 North Mobility Study, staff is evaluating a potential reroute of the Trolley to serve the anticipated increase in residents, commuters, and visitors on the west side of Meacham. Staff met with Pace representatives to discuss modifications to the Woodfield Trolley service to facilitate more trips in 90 North. Staff is presently continuing to coordinate with Pace on this effort.

The Trolley is an important service that supports the retail and hospitality industry in the village. Staff recommends that the Village Board approve the agreement as presented.

Recommended Action:

The Village Manager recommends that the Transportation Committee recommend the Village Board authorize the Village President and Village Clerk to execute a Service Agreement with Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, for Route 905 for an amount not to exceed $433,524.37 and approve the required Resolution.

ATTACHMENTS:
- R-26-XXX_Trolley_Resolution.pdf
- Trolley Agreement.pdf

RESOLUTION NO. R-26-_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A SERVICE AGREEMENT WITH PACE FOR ROUTE 905

WHEREAS, the Transportation Committee of the Village of Schaumburg has recommended that the Village of Schaumburg enter into a Service Agreement with Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, to operate Route 905 beginning on January 1, 2027, and it shall remain in effect through December 31, 2027; and,

WHEREAS, the Transportation Committee, Transportation Department, Finance Department, and Legal have reviewed the appropriate sections of the Service Agreement marked Attachment "A" attached hereto; and

WHEREAS, it is in the best interests of the Village of Schaumburg to execute the Service Agreement for Route 905.

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

SECTION ONE: That the Village President is hereby authorized to execute the Service Agreement with Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, for payment of operating costs for Route 905.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

SERVICE AGREEMENT
Village of Schaumburg - Route 905

This service agreement ("Agreement") is between Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, an Illinois municipal corporation ("Pace"), and the Village of Schaumburg, an Illinois municipal corporation ("Client"). Pace and Client are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

Pace was established under the Northern Illinois Transit Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The Parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

Pace desires to provide the transportation service known as Route 905 to Client and the general public ("Service").

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Service Description and Service Cost**. The Service description is specified in Exhibit A, and the Service cost is specified in Exhibit B.

2. **Payment of Service Cost**. Client shall pay the applicable monthly Service cost specified in Exhibit B to Pace by the 10th day of each month for which the Service is to be provided. Client shall mail payment to Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: Accounts Payable; provided, however, payment may be made by electronic funds transfer upon Pace's prior written approval.

3. **Calculation of Service Cost**. The Service cost is calculated using fully allocated operating costs at each facility per trip and/or route.

4. **Service Providers**. Pace, in its sole discretion, may directly provide the Service and/or may contract with one or more outside service providers to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the control of Pace and/or its contracted outside service provider(s). Pace will make every reasonable effort to have the Service restored as soon as practical. Pace may make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by Client.

5. **Term**. This Agreement will be in effect beginning on January 1, 2027 and will continue thereafter through December 31, 2027 unless earlier terminated by a Party in accordance with this Agreement.

6. **Independent Relationship**. Pace is an independent contractor and not an employee, agent, joint venturer, or partner of Client, and nothing in this Agreement will be construed as creating any other relationship between Client and Pace or between any employee or agent of Pace and Client. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

7. **Insurance**. In the event Pace directly provides the Service, Pace shall name Client as additional insured under Pace's excess automobile liability policy of insurance with respect to claims asserted against Client arising from any covered negligent acts or omissions of Pace in providing the Service.

In the event one or more contracted outside service providers provide the Service, Pace shall require the contracted outside service provider(s) to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Client with a copy of the certificate of insurance upon Client's written request.

8. **Indemnification**. In the event Pace directly provides the Service, to the fullest extent permitted by law and within the limits of Pace's self-insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify, defend, and hold harmless Client and its directors, officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses caused by the negligence of Pace and/or its directors, officers, and employees and arising out of the operation of the Service, provided Client immediately provides Pace with written notice of any such claims, suits, losses, damages, and expenses and fully cooperates with the defense of any such claims and suits. Pace's indemnification obligation under this paragraph does not extend to the negligent, willful and wanton, reckless, or intentional acts or omissions of Client and/or its directors, officers, agents, servants, and employees. Such acts or omissions are specifically excluded from indemnification and insurance coverage, including self-insurance, under this Contract.

9. **Termination**. A Party may terminate this Agreement upon 60 days' advance written notice to the other Party.

10. **Compliance with Laws**. The Parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings**. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

12. **Waiver**. Failure of a Party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

13. **Binding Effect**. This Agreement will be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement and Non-Reliance**. This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

Client represents and warrants that: (a) Client has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Client to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Client with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Client has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Client acknowledges that Pace will not have or be subject to any liability to Client resulting from the distribution to Client or Client's use of any information, including any information provided or made available to Client or any other document or information in any form provided or made available to Client, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

15. **Conflict**. In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

16. **Survival**. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

17. **Severability**. If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

18. **Assignment**. No Party may assign, delegate, or otherwise transfer all or any part of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment**. No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the authorized signatory of each Party.

20. **Notice**. Any notice under this Agreement must be in writing and must be given in the following manner:

(a) by personal delivery (deemed effective as of the date and time of delivery);
(b) by commercial overnight delivery (deemed effective as of the next business day following deposit of the notice with a commercial overnight delivery company);
(c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or

(d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on business days. The notice must be addressed as follows or addressed to such other address as either Party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Northern Illinois Transit Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to Client:

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193
Attention: Director of Transportation

Facsimile No.: (847) 923-3827

21. **Force Majeure**. A Party will not be held liable to the other Party or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Client, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party will not be released from liability.

22. **Governing Law, Jurisdiction, and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures**. This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization**. Each Party represents and warrants that its signatory to this Agreement has full authority to sign this Agreement on its behalf. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement will be deemed to be the date that the signing Party signed this Agreement.

The Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

By: _____
Melinda J. Metzger
Executive Director

Date: _____

CLIENT

By: _____
Tom Dailly
Village President

Date: _____

EXHIBIT A

Route 905
Service Description

January 1, 2027 – December 31, 2027

Service Description

The Service is available on New Year's Day and daily from Memorial Day through Labor Day and from the day after Thanksgiving through December 31. The Service is also available weekends (Friday-Sunday) during other times of year.

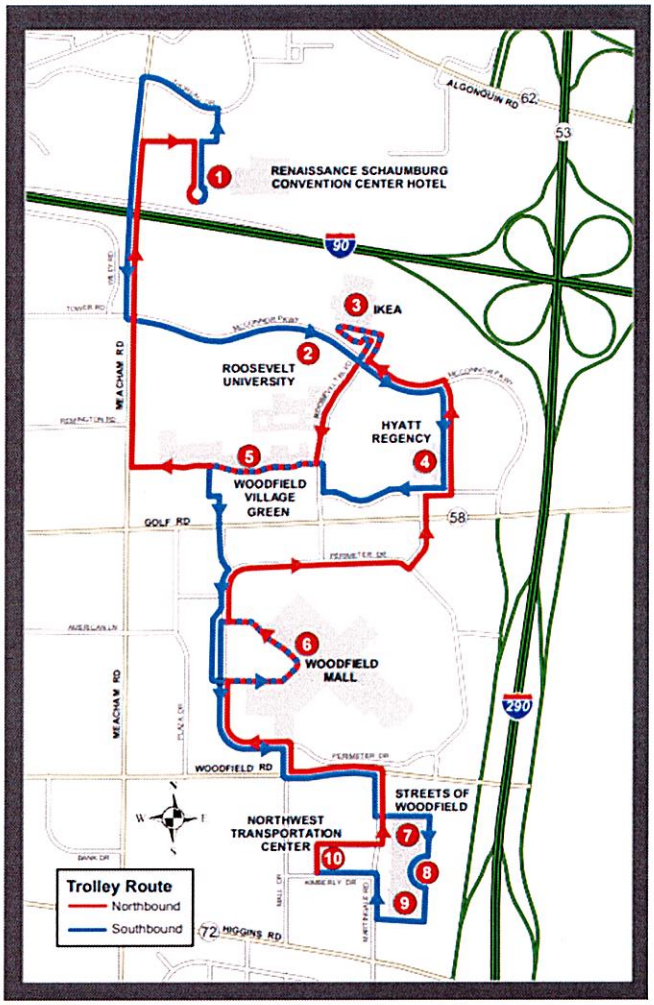

Exhibit B

Route 905
Service Cost

January 1, 2027 – December 31, 2027

2027 Annual Service Cost to Client

$433,524.37

2027 Monthly Service Cost to Client

Month	Service Cost
January	$36,127.04
February	$36,127.03
March	$36,127.03
April	$36,127.03
May	$36,127.03
June	$36,127.03
July	$36,127.03
August	$36,127.03
September	$36,127.03
October	$36,127.03
November	$36,127.03
December	$36,127.03

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Professional Services Agreement with Thomas Engineering Group for Design Services for Stage III of the North Meacham Road Corridor Streetscape Improvements
11/02/26
Transportation Committee

Presenter: Sidney Kenyon, Director of Transportation
Lead Department: Transportation

Account(s):	Budget:	Expense Request:
4369010-7453, 27016	$200,000	$298,855

The budget status for this request is: Over Budget

Amount Over Budget: $98,855

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 presently under construction. The second stage, which connects Drummer Drive to the Jane Addams Tollway (I-90) along the east side of Meacham Road, has concluded preliminary engineering. Stage III, which is southwest quadrant directly adjacent to Zurich North America, 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 attractive vegetation.

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 third stage of the North Meacham Streetscape Improvements. Staff received proposals from five 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 provide Design Services for the third stage of the Meacham Road Corridor Streetscape Improvement project.

Thomas has submitted a scope and fee in the amount of $298,855 for Design services. The scope that is proposed is inclusive of both preliminary and final design services, as the length of the streetscape improvements area is shorter than the other three quadrants. The submitted scope and breakdown of the costs is attached to this agenda item. Due to the proximity of the project to property owned by Stonemont Financial Group--the landowner who leased its property to Zurich North America--coordination with Zurich will be necessary to ensure that the streetscape design limits impacts to the

property. While only $200,000 was budgeted for this fiscal year, the budgeted amount represents preliminary engineering services only. Final design was budgeted for FY 27/28 in the amount of $250,000, thus the combined scope and fee represents a savings of $151,145 over two fiscal years. Based on the submitted scope and fee, this phase of the project would be $98,855 over budget. Staff will submit a mid-year amendment to account for the difference. Funds for this project will be paid from the North Schaumburg TIF Fund. Staff recommends awarding the contract to Thomas Engineering Group.

Recommended Action:

The Village Manager recommends that the Transportation Committee recommend the Village Board approve a Professional Services Agreement with Thomas Engineering Group LLC, of Oak Brook, IL for Design Services for Stage III of the North Meacham Road Corridor Streetscape Improvements in the amount of $298,855 and approve the required Resolution.

ATTACHMENTS:

- R-26-XXX.docx
- Meacham Stage III Agreement
- Meacham Streetscape III Scope & Fee
- Evaluation Tabulation
- Concept Illustrations.pdf

RESOLUTION NO. R-26-_____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH THOMAS ENGINEERING GROUP, LLC OF OAK PARK, IL FOR DESIGN SERVICES FOR STAGE III OF THE NORTH MEACHAM ROAD CORRIDOR STREETSCAPE IMPROVEMENTS IN THE AMOUNT OF $298,855

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, LLC of Oak Park, IL for Design Services for Meacham Streetscape Stage III; 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 Design Services for Meacham Streetscape Stage III.

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 the Professional Services Agreement with Thomas Engineering Group, LLC marked as Attachment "A" for Design Services for Meacham Streetscape Stage III.

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 _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF SCHAUMBURG
PROFESSIONAL SERVICES AGREEMENT FOR

North Meacham Road Corridor Streetscape - Stage III
Design Services

THIS AGREEMENT is dated as of the day of_____, 20 26 (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Thomas Engineering Group, LLC
Street Address: 2625 Butterfield Road, Suite 209W
City, State, Zip: Oak Brook, IL 60523
Telephone: (855) 533-1700
Email: jamesy@thomas-engineering.com

B. Project Description.

Preliminary and final design services for Stage III of the North Meacham Road streetscape improvements

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. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $298,855, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. 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 730 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. Taxes, Benefits and Royalties. 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. Key Project Personnel. 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.

A. Confidential Information. The term ***"Confidential Information"*** shall mean 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.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. 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. Indemnification. 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. Insurance. 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.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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. Conflict of Interest. 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. Termination. 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. Term. 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. Default. 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. Cure by Consultant. 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. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** 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. No Additional Obligation. 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. Village Board Authority. 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. Mutual Cooperation. 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. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

N. Ownership. 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. GIS Data. ***[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. **Limited Access to GIS Data.** 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. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** 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. **Supply to Village.** 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. **No Guarantee of Accuracy.** 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. **Discontinuation of Use.** 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. Amendment. 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. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. 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: Sidney Kenyon
E-mail: skenyon@schaumburg.com

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

Consultant Firm Name: Thomas Engineering Group, LLC
Street Address: 2625 Butterfield Road, Suite 209W
City, State, Zip: Oak Brook, IL 60523
Attention: James Yuratovac, P.E., PTOE
Facsimile: N/A
Email: jamesy@thomas-engineering.com

E. Third Party Beneficiary. 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. Provisions Severable. 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. Entire Agreement. 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. Waiver. 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. Exhibit. 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. Rights Cumulative. 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. Counterpart Execution. 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:_____
Village Manager

ATTEST:

By:_____
Village Clerk

CONSULTANT

By:_____

TITLE: Transportation Department Head

ATTEST:

By:_____

TITLE: Traffic and Safety Group Lead

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. Comprehensive Motor Vehicle Liability 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. Comprehensive General Liability 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. Umbrella Policy or Excess liability Insurance 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. Professional Liability Insurance. 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. Village as Additional Insured. 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. Other Parties as Additional Insureds. 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.

SCOPE OF SERVICES:

MEACHAM ROAD STREETSCAPE STAGE III (ZURICH WAY TO I-90)

PHASE I PRELIMINARY ENGINEERING & PHASE II DESIGN ENGINEERING

PROJECT UNDERSTANDING & LIMITS

The Village of Schaumburg has selected Thomas Engineering Group, LLC (TEG) to provide professional engineering services for the Meacham Road Streetscape Stage III project.

Project Description

Streetscape improvements to further advance the design of the streetscape along North Meacham Road. Improvements include a multi-use path, landscaping, corner treatments, furnishings, and identifier signage in line with the design palette in the Corridor Plan. The project limits for Stage III of the Meacham Road Corridor Streetscape are along the west side of Meacham Road from Zurich Way to Interstate 90.

The project combines Phase I (Preliminary Engineering / Concept Development) and Phase II (Final Design / PS&E) services under a single agreement to support the Village's target Spring 2029 construction start. This project continues the high-quality streetscape and multi-use path aesthetics established in Stages I and II, transforming the corridor into a unified gateway that aligns with the Village's 90 North Master Plan and supports high-density redevelopment.

PROJECT AT A GLANCE

CLIENT	Village of Schaumburg
PRIME CONSULTANT	Thomas Engineering Group, LLC (TEG)
PROJECT LIMITS	West side of Meacham Road from Zurich Way to Interstate 90
SERVICES	Phase I Preliminary Engineering / Concept Development and Phase II Final Design / PS&E under a single agreement
CONTRACT TERM	24 months — October 1, 2026 through September 30, 2028
TARGET CONSTRUCTION	Spring 2029
SUBCONSULTANTS	The Lakota Group (landscape architecture / urban design); Hines Inc. (irrigation design); Rubino Engineering, Inc. (geotechnical / environmental testing)
COMPENSATION	Per attached Exhibit D, Cost Estimate of Consultant Services (CECS) Worksheet, BLR 05514

PHASE I: PRELIMINARY ENGINEERING & CONCEPT DEVELOPMENT SERVICES

TASK 1: Project Administration & Coordination (TEG)

1.1 Kick-off Meeting: Prepare for, attend, and document the project kick-off meeting with Village staff and key stakeholders to establish communication protocols, review project goals, and confirm schedule priorities.

1.2 Progress Meetings: Attend regular progress meetings with Village staff (estimated 12 total meetings) coordinated across prime and subconsultant team members.

1.3 Status & Scheduling: Prepare monthly progress reports, quarterly status updates, and maintain the project critical-path schedule for the 12-month Local Track Phase I delivery.

1.4 Stakeholder Alignment: Conduct initial alignment coordination meetings with internal Village departments (Engineering, Public Works, Transportation).

TASK 2: Data Collection & Surveys (TEG)

2.1 Topographic Survey & Base Mapping: Perform a comprehensive topographic survey along the west side of Meacham Road from Zurich Way to the I-90 overpass (obtaining a fresh survey to update older data), establishing horizontal and vertical control tied directly to the control network established in Stages I and II. Work includes field crew mobilization, traffic control setup, and base map compilation.

2.2 Drainage Structure Inventory: Field-locate and inventory all existing drainage structures, rim elevations, invert elevations, and pipe sizes within the project limits.

TASK 3: Utility Coordination - Phase I (TEG)

3.1 JULIE Design Stage Inquiry & Atlas Matrix: Initiate a design-stage JULIE utility inquiry, compile utility atlases from affected utility providers, and establish an initial utility conflict matrix. Implement an early engagement strategy focusing heavily on Nicor Gas and ComEd.

TASK 4: Environmental Studies & Tree Inventory (TEG)

4.1 PESA, EcoCAT, & Tree Inventory: Perform environmental screening including an updated Preliminary Environmental Site Assessment (PESA) review, processing IDNR EcoCAT consultation, and conducting a comprehensive corridor tree inventory in coordination with an ISA Certified Arborist.

TASK 5: Geotechnical & Environmental Testing (Rubino Engineering Subconsultant)

5.1 Soil Borings & Geotechnical Investigation (Rubino Scope): Perform soil borings along the proposed path alignment and median improvement areas to evaluate subgrade support and inform pavement thickness design.

5.2 pH Testing & LPC-662/663 Analysis (Rubino Scope): Conduct environmental soil sampling and laboratory pH analysis to determine soil management and disposal requirements per IEPA LPC-662 / LPC-663 uncontaminated soil certification standards.

5.3 TEG Geotechnical Coordination & Report Review: Coordinate boring locations with utilities, review draft geotechnical and environmental testing reports from Rubino, and integrate soil parameters into preliminary path designs.

TASK 6: Drainage Studies & Memorandum (TEG)

6.1 Drainage Technical Memorandum / Hydraulic Review: Perform hydraulic and hydrologic evaluations and prepare a comprehensive Drainage Technical Memorandum (serving as the IDOT/LPA Location Drainage Technical Memorandum equivalent) to evaluate existing storm sewer capacity and ensure compliance with Village and MWRD stormwater standards.

TASK 7: Public Involvement / Stakeholder Meetings (TEG)

7.1 Stakeholder Focused Meetings (Zurich/Pace): Prepare exhibits, materials, and documentation for targeted stakeholder engagement meetings with Zurich North America regarding property connections/easements, and Pace regarding bus stop integration.

TASK 8: Project Development Report (PDR) (TEG)

8.1 Abbreviated PDR Preparation & Documentation: Prepare the Abbreviated Project Development Report documenting existing conditions, geometric criteria, utility findings, environmental clearances, and preliminary recommendations for Village review.

TASK 9: Preliminary Plans (60% Submittal) (TEG)

9.1 Preliminary Plan Exhibits & Layouts (60%): Develop preliminary 60% concept plans, typical sections, path alignments, grading, and streetscape layouts for Village Board review and approval.

9.2 Engineer's Estimate (Concept & 60%): Prepare an Engineer's Estimate of Probable Construction Cost at the concept and 60% design milestones, with landscape and hardscape quantities developed jointly with the landscape architecture subconsultant. Unit costs will be developed from recent IDOT letting data and compared directly to actual bid results from the Village's Stage I construction project.

TASK 10: Landscape Architecture - Phase I (The Lakota Group Subconsultant)

10.1 Preliminary Landscape Design Plans (Lakota Scope): Develop preliminary landscape plans, including locations, limits, and styles of paving, lighting, signage, site furnishings, and planting concepts.

10.2 TEG Landscape Coordination & Concept Integration: Coordinate with Lakota throughout Phase I, attend presentation meetings, and integrate preliminary landscape elements into the civil base sheets.

PHASE II: FINAL DESIGN, PS&E, & CONSTRUCTION SUPPORT SERVICES

TASK 11: Design Engineering & Geometrics (TEG)

11.1 Alignment, Typical Sections, & Geometrics: Finalize horizontal and vertical alignments, cross-sections at 50-foot intervals, and connection details throughout the corridor.

TASK 12: 90% Pre-Final Plans & Specifications (TEG)

12.1 Roadway Plan/Profile & Details: Prepare comprehensive roadway plan and profile sheets, typical sections, and pavement removal plans.

12.2 Lighting Plan & Electrical Details: Develop detailed streetscape lighting layout sheets, light pole fixture schedules, conduit and handhole routing, electrical service connections, and circuit diagram details.

12.3 ADA Detailed Design: Prepare detailed intersection and curb ramp grading sheets, detectable warning layouts, cross-slope verifications, and ADA-compliant pedestrian crossing details meeting PROWAG standards.

12.4 Drainage, Erosion Control & Cross-Sections: Develop final storm sewer adjustments, drainage profiles, and detailed Erosion and Sediment Control (ESC) plans complying with MWRD standards.

12.5 Signing, Striping, Specs & Estimate: Prepare pavement marking, signing, MOT staging plans, technical specifications, and itemized cost estimates.

12.6 Pre-Final QC / Constructability Review: Conduct an independent internal QA/QC and constructability review led by experienced resident engineering staff.

TASK 13: Landscape Architecture - Phase II (The Lakota Group Subconsultant)

13.1 Refined Landscape Drawings & Details (Lakota Scope): Prepare refined landscape construction drawings, planting schedules, layout dimensions, final hardscape/paver details, and sign/furnishing placement specifications.

13.2 TEG Landscape Coordination & Plan Integration: Manage Lakota coordination, review landscape drawing submittals, and integrate landscape sheets into the final contract plan set.

TASK 14: Irrigation System Design (Hines Inc. Subconsultant)

14.1 Irrigation Plan Design & Specifications (Hines Scope): Prepare detailed irrigation construction documents across 50%, 75%, and 100% CD submittals, including water balance calculations, controller/tap documentation, mainline/lateral pipe sizing, sprinkler/drip layouts, and CSI technical specifications.

14.2 TEG Irrigation Coordination & Utility Integration: Coordinate potable water tap connections, electrical power sources, and civil grading constraints with Hines, incorporating final irrigation drawings into the contract package.

TASK 15: 100% Final Plans & PS&E Package (TEG)

15.1 Address Comments & Final Submittal: Address all agency and Village review comments, finalize special provisions, compile the complete biddable PS&E package, and submit for final approval.

15.2 Final QC Review: Execute a final independent executive quality control review prior to advertising.

15.3 Final Engineer's Estimate: Prepare the final Engineer's Estimate of Probable Construction Cost accompanying the 100% PS&E package to support the Village's bid evaluation.

15.4 GIS Data Deliverable: Deliver project GIS data at project close, including lighting locations, paver areas, storm structures and pipes, and street tree information, in a format compatible with the Village's GIS.

TASK 16: Utility Conflict Resolution & Permitting (TEG)

16.1 Utility Coordination & ComEd Vault Resolution: Manage active utility relocation protocols with Nicor Gas, ComEd, and other agencies, and develop screening solutions for the heavy vehicle utility vault.

16.2 Permit Submittals (Storm/IEPA): Prepare and submit permit application packages to the Metropolitan Water Reclamation District (MWRD WMO permit), Illinois Environmental Protection Agency (IEPA LPC-662/663), and Village of Schaumburg.

TASK 17: Right-of-Way & Easement Support (TEG)

17.1 Plats, Legals, & Easement Exhibits: Prepare necessary Plats of Highways, legal descriptions, and temporary/permanent easement exhibits for property coordination at the Zurich campus interface. *(Note: Land acquisition, appraisals, negotiations, and relocation assistance are excluded and are to be handled by the Village or a separate right-of-way agent).*

TASK 18: Phase II Administration & Coordination (TEG)

18.1 Progress Mtgs & Administration: Maintain ongoing project administration, invoicing, schedule management, and conduct progress meetings with Village staff through final plan delivery.

TASK 19: Bidding & Construction Assistance (TEG)

19.1 Bidding Support & Construction Interpretation: Respond to contractor inquiries during bidding, issue addenda, review bid tabulations, prepare the recommendation of award letter, and provide technical interpretations and shop drawing reviews during construction.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	NA

Prime Consultant (Firm) Name	Prepared By	Date
Thomas Engineering Group	Jim Yuratovac	9/17/2026

Consultant / Subconsultant Name	Job Number
Thomas Engineering Group	NA

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**24**	**MONTHS**	**OVERHEAD RATE**	**131.53%**
START DATE	**10/1/2026**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	9/30/2028			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2026	1/1/2027	3	12.50%
1	1/2/2027	1/1/2028	12	51.50%
2	1/2/2028	10/1/2028	9	39.78%

The total escalation = 3.78%

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	NA

Consultant / Subconsultant Name	Job Number
Thomas Engineering Group	NA

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	3.78%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	$90.00	$90.00
Senior Project Manager	$85.56	$88.80
Project/Resident Engineer IV	$71.70	$74.41
Project/Resident Engineer III	$57.70	$59.88
Engineer II	$42.50	$44.11
Engineer I	$36.24	$37.61
Chief Surveyor	$90.00	$90.00
Senior Electrical Engineer	$90.00	$90.00
Technical Manager	$61.45	$63.78
Technician II	$40.00	$41.51
Intern	$23.00	$23.87
QC/QA Reviewer	$77.00	$79.91

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	NA

Consultant / Subconsultant Name	Job Number
Thomas Engineering Group	NA

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Lakota	18,109.00	1,810.90

Total **18,109.00** **1,810.90**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	NA

Consultant / Subconsultant Name	Job Number
Thomas Engineering Group	NA

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	500	$0.76	$380.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	12	$90.00	$1,080.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	4	$25.00	$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Environmental Radius Report	Actual Cost	1	$500.00	$500.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$2,560.00**

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
NA

Consultant / Subconsultant Name
Thomas Engineering Group

Job Number
NA

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 131.53%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Admin & Coordination	180	78	5,887	7,743	1,943		15,753	5.27%
Data Collection & Surveys	1,080	202	13,153	17,300	4,340		35,873	12.00%
Utility Coordination (Phase I)	0	24	1,606	2,112	530		4,248	1.42%
Environmental Studies & Tree Inventory	500	28	1,785	2,348	589		5,222	1.75%
Geotechnical & Environmental Testing (Rubino Sub)	0	18	1,281	1,685	423	7,500	10,889	3.64%
Drainage Studies & Memorandum	0	54	3,478	4,575	1,148		9,201	3.08%
Public Involvement / Stakeholder Meetings	500	24	1,943	2,556	641		5,640	1.89%
Project Development Report (PDR)	0	68	4,606	6,058	1,520		12,184	4.08%
Preliminary Plans (60%)	0	106	7,027	9,243	2,319		18,589	6.22%
Landscape Architecture - Phase I (Lakota Sub)	0	16	1,248	1,641	412	17,461	20,762	6.95%
Design Engineering & Geometrics	0	58	3,937	5,179	1,299		10,415	3.48%
90% Pre-Final Plans	0	296	20,227	26,605	6,675		53,507	17.90%
Landscape Architecture - Phase II (Lakota Sub)	0	14	1,041	1,369	344	23,654	26,408	8.84%
Irrigation System Design (Hines Sub)	0	12	892	1,174	294	8,500	10,860	3.63%
100% Final Plans & PS&E	0	114	7,607	10,006	2,510		20,123	6.73%
Utility Conflict Resolution & Permitting	0	92	6,248	8,217	2,062		16,527	5.53%
Right-of-Way & Easement Support	0	18	1,479	1,945	488		3,912	1.31%
Phase II Administration & Coordination	300	32	2,495	3,282	823		6,900	2.31%
Bidding & Construction Assistance	0	56	3,889	5,116	1,283		10,288	3.44%
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					1,553.51		1,554	0.52%
TOTALS	2,560	1310	89,829	118,154	31,197	57,115	298,855	100.00%

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
NA

Consultant / Subconsultant Name
Thomas Engineering Group

Job Number
NA

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Admin & Coordination			Data Collection & Surveys			Utility Coordination (Phase I)			Environmental Studies & Tree Inventory			Environmental Testing (Rubino Sub)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	90.00	8.0	0.61%	0.55	0			0			0			0			0		
Senior Project Manager	88.80	170.0	12.98%	11.52	30	38.46%	34.15	2	0.99%	0.88	4	16.67%	14.80	4	14.29%	12.69	4	22.22%	19.73
Project/Resident Engineer	74.41	354.0	27.02%	20.11	24	30.77%	22.90	2	0.99%	0.74	8	33.33%	24.80	6	21.43%	15.95	6	33.33%	24.80
Project/Resident Engineer	59.88	370.0	28.24%	16.91	24	30.77%	18.43	4	1.98%	1.19	8	33.33%	19.96	12	42.86%	25.66	8	44.44%	26.61
Engineer II	44.11	128.0	9.77%	4.31	0			2	0.99%	0.44	4	16.67%	7.35	6	21.43%	9.45	0		
Engineer I	37.61	0.0			0			0			0			0			0		
Chief Surveyor	90.00	72.0	5.50%	4.95	0			64	31.68%	28.51	0			0			0		
Senior Electrical Engineer	90.00	32.0	2.44%	2.20	0			0			0			0			0		
Technical Manager	63.78	68.0	5.19%	3.31	0			64	31.68%	20.21	0			0			0		
Technician II	41.51	64.0	4.89%	2.03	0			64	31.68%	13.15	0			0			0		
Intern	23.87	0.0			0			0			0			0			0		
QC/QA Reviewer	79.91	44.0	3.36%	2.68	0			0			0			0			0		
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TOTALS		1310.0	100%	$68.57	78.0	100.00%	$75.47	202.0	100%	$65.11	24.0	100%	$66.92	28.0	100%	$63.75	18.0	100%	$71.15

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
NA

Consultant / Subconsultant Name
Thomas Engineering Group

Job Number
NA

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drainage Studies & Memorandum			Public Involvement / Stakeholder Meetings			Project Development Report (PDR)			Preliminary Plans (60%)			Landscape Architecture - Phase I (Lakota Sub)			Design Engineering & Geometrics		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	90.00	0			2	8.33%	7.50	0			0			0			0		
Senior Project Manager	88.80	2	3.70%	3.29	8	33.33%	29.60	8	11.76%	10.45	12	11.32%	10.05	6	37.50%	33.30	6	10.34%	9.19
Project/Resident Engineer IV	74.41	16	29.63%	22.05	12	50.00%	37.21	24	35.29%	26.26	32	30.19%	22.46	8	50.00%	37.21	20	34.48%	25.66
Project/Resident Engineer III	59.88	24	44.44%	26.61	0			24	35.29%	21.14	40	37.74%	22.60	2	12.50%	7.49	32	55.17%	33.04
Engineer II	44.11	8	14.81%	6.53	0			8	11.76%	5.19	16	15.09%	6.66	0			0		
Engineer I	37.61	0			0			0			0			0			0		
Chief Surveyor	90.00	0			0			0			0			0			0		
Senior Electrical Engineer	90.00	0			0			0			0			0			0		
Technical Manager	63.78	0			0			0			0			0			0		
Technician II	41.51	0			0			0			0			0			0		
Intern	23.87	0			0			0			0			0			0		
QC/QA Reviewer	79.91	4	7.41%	5.92	2	8.33%	6.66	4	5.88%	4.70	6	5.66%	4.52	0			0		
TOTALS		54.0	100%	$64.41	24.0	100%	$80.97	68.0	100%	$67.74	106.0	100%	$66.30	16.0	100%	$77.99	58.0	100%	$67.88

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
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Consultant / Subconsultant Name
Thomas Engineering Group

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	90% Pre-Final Plans			Landscape Architecture - Phase II (Lakota Sub)			Irrigation System Design (Hines Sub)			100% Final Plans & PS&E			Utility Conflict Resolution & Permitting			Right-of-Way & Easement Support		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	90.00	2	0.68%	0.61	0			0			2	1.75%	1.58	0			0		
Senior Project Manager	88.80	22	7.43%	6.60	4	28.57%	25.37	4	33.33%	29.60	8	7.02%	6.23	16	17.39%	15.44	4	22.22%	19.73
Project/Resident Engineer IV	74.41	88	29.73%	22.12	6	42.86%	31.89	4	33.33%	24.80	40	35.09%	26.11	32	34.78%	25.88	2	11.11%	8.27
Project/Resident Engineer III	59.88	88	29.73%	17.80	4	28.57%	17.11	4	33.33%	19.96	40	35.09%	21.01	32	34.78%	20.83	0		
Engineer II	44.11	48	16.22%	7.15	0			0			16	14.04%	6.19	12	13.04%	5.75	0		
Engineer I	37.61	0			0			0			0			0			0		
Chief Surveyor	90.00	0			0			0			0			0			8	44.44%	40.00
Senior Electrical Engineer	90.00	32	10.81%	9.73	0			0			0			0			0		
Technical Manager	63.78	0			0			0			0			0			4	22.22%	14.17
Technician II	41.51	0			0			0			0			0			0		
Intern	23.87	0			0			0			0			0			0		
QC/QA Reviewer	79.91	16	5.41%	4.32	0			0			8	7.02%	5.61	0			0		
TOTALS		296.0	100%	$68.34	14.0	100%	$74.37	12.0	100%	$74.36	114.0	100%	$66.73	92.0	100%	$67.91	18.0	100%	$82.17

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
NA

Consultant / Subconsultant Name
Thomas Engineering Group

Job Number

AVERAGE HOURLY PROJECT RATES

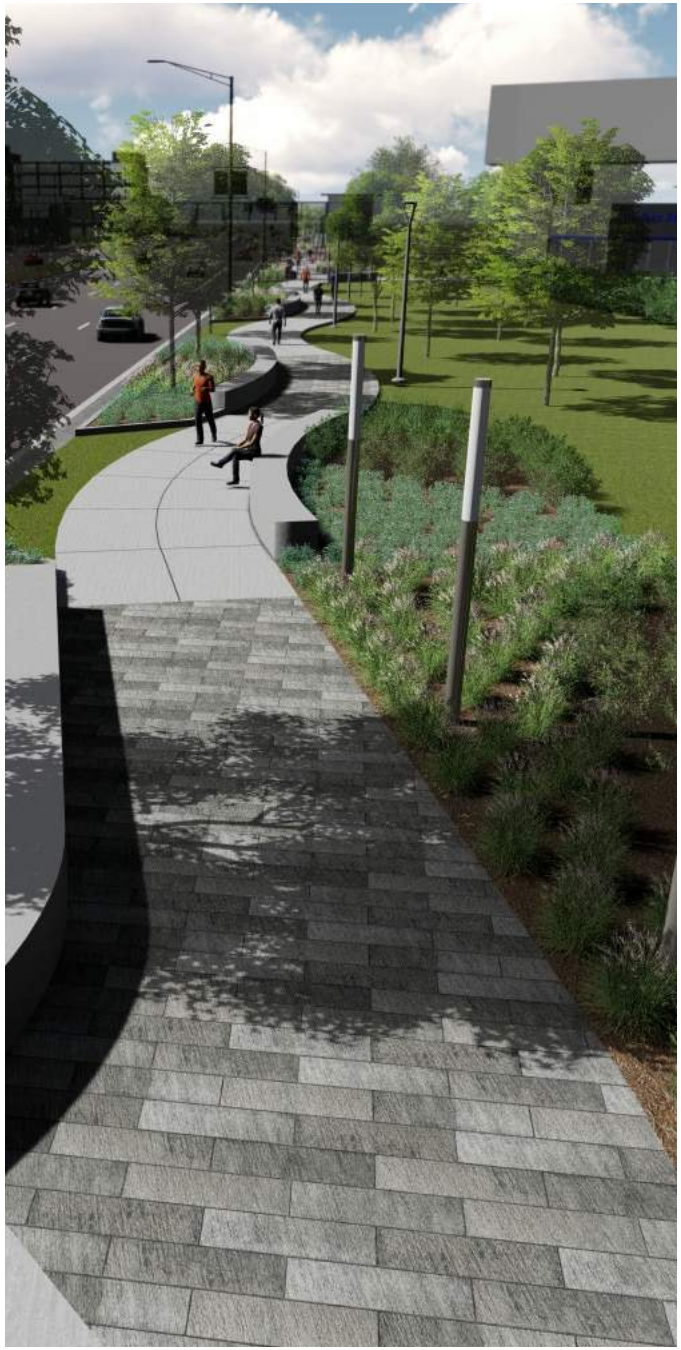
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Phase II Administration & Coordination			Bidding & Construction Assistance														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	90.00	0			2	3.57%	3.21												
Senior Project Manager	88.80	16	50.00%	44.40	10	17.86%	15.86												
Project/Resident Engineer IV	74.41	8	25.00%	18.60	16	28.57%	21.26												
Project/Resident Engineer III	59.88	8	25.00%	14.97	16	28.57%	17.11												
Engineer II	44.11	0			8	14.29%	6.30												
Engineer I	37.61	0			0														
Chief Surveyor	90.00	0			0														
Senior Electrical Engineer	90.00	0			0														
Technical Manager	63.78	0			0														
Technician II	41.51	0			0														
Intern	23.87	0			0														
QC/QA Reviewer	79.91	0			4	7.14%	5.71												
TOTALS		32.0	100%	$77.97	56.0	100%	$69.45	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

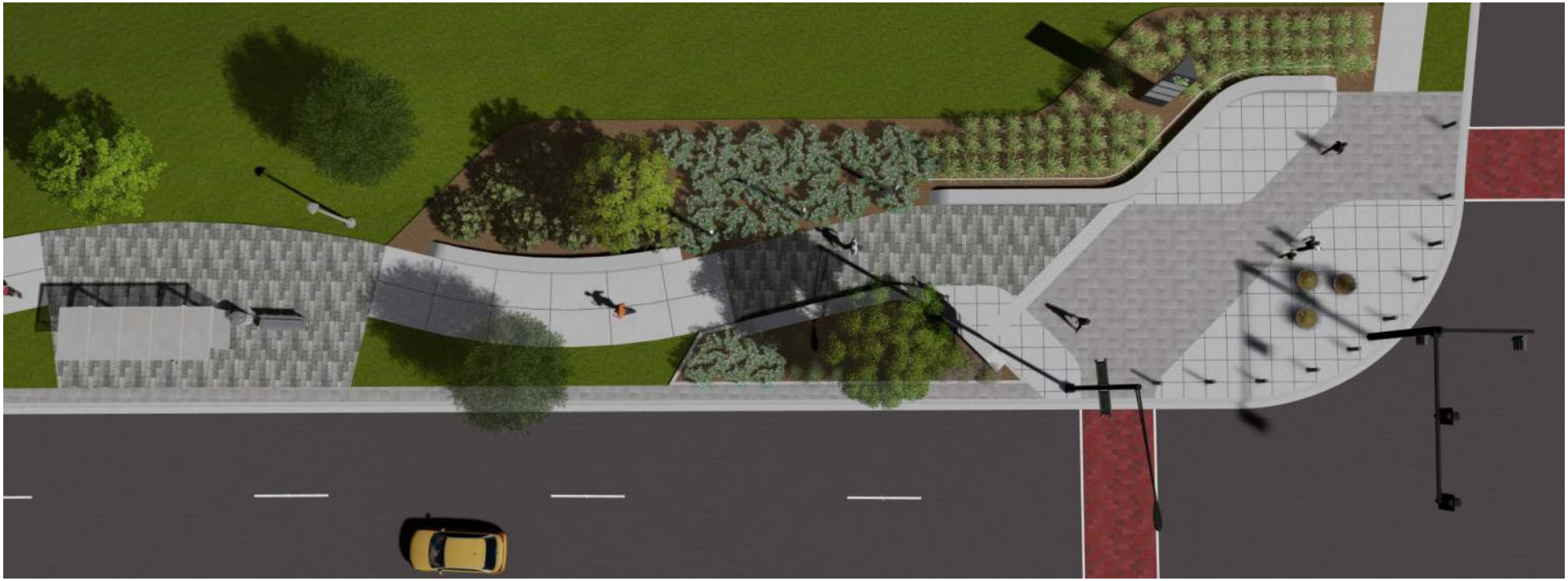
Meacham Streetscape – Stage III
VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Key Personnel	Qualifications of Firm and Team	Project Approach	Relevant Experience	Total Score (Max Score 50)
Thomas Engineering Group, LLC	8.7	13.7	13	8.7	**44**
Primera Engineers, Ltd.	8.7	12.7	12	8.3	**41.67**
Ciorba Group, Inc.	7.3	12	11.7	8	**39**
Wight & Company	7.3	12.7	12.3	5.7	**38**
Baxter & Woodman, Inc.	6	11	11	7	**35**





CONCEPT ILLUSTRATIONS

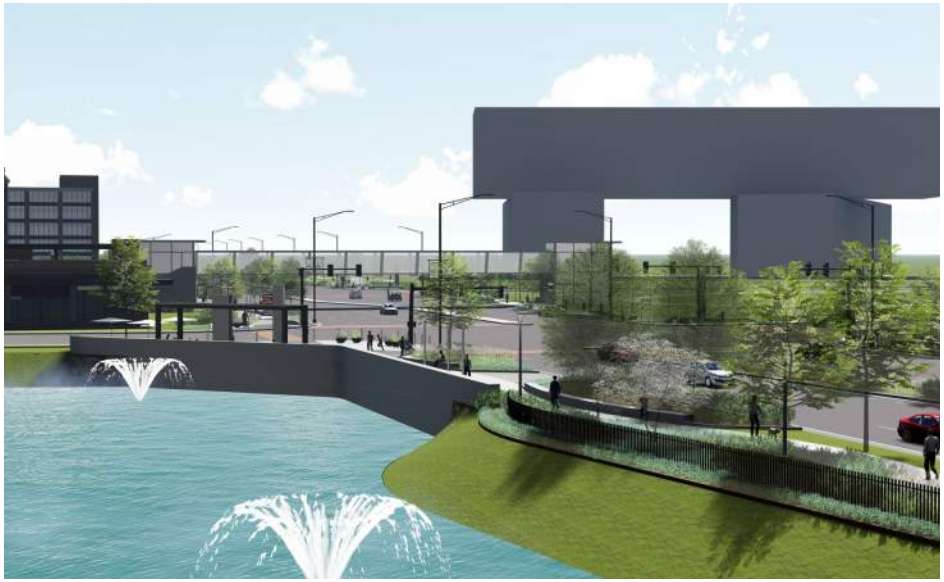







The Box Shop
90 NORTH






90
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90
NORTH



Pedestrian Bridge



Signature Gateway



Secondary Identifier

DESIGN COMPONENTS

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve a Professional Services Agreement with Hanson Professional Services, Inc. for the Commerce Drive Feasibility Study
11/02/26
Transportation Committee

Presenter: Sidney Kenyon, Director of Transportation
Lead Department: Transportation

Account(s):	Budget:	Expense Request:
4409010-7453, 27013 10-110	$375,000	$118,119

The budget status for this request is: Under Budget

Amount Under Budget: $256,881

Executive Summary:

Commerce Drive between Roselle Road and Basswood Road is a local road in north central Schaumburg with generally a two-lane cross section. At the intersection with Roselle Road, there is a dedicated left (southbound) turn lane and dual dedicated right (northbound) turn lanes. Commerce Drive is an urban cross section with curb and gutter throughout the project limits. Existing sidewalk is provided on the south side of the street throughout the length of the project limits. On the north side of the street, there is existing sidewalk east of Amada Court to Basswood Drive and there are no bicycle or pedestrian accommodations beyond the offstreet bike path connection west of Amada Court. Commerce Drive is characterized by office and industrial land uses throughout the corridor. There is no dedicated on-street parking within the project limits.

Commerce Drive's pavement condition has deteriorated, necessitating rehabilitation between Roselle Road and Amada Court. In the 2024 Pavement Condition Index (PCI) assessment conducted by Engineering and Public Works, the PCI scores west of Amada Court were between 45 and 58, indicating reconstruction could be necessary in this stretch. The lowest rated pavement was closest to Roselle Road where the cross section widens to 80 feet. Commerce Drive is not eligible for federal funds due to its designation as a local road. Therefore staff is seeking to evaluate options for grant funding and project delivery.

Consultant Solicitation and Selection

Staff invited four engineering firms to participate in a request for qualifications (RFQ) process. The firms that were invited were prequalified through the Illinois Department of Transportation (IDOT) for Special Services – Surveying. Staff sought to ensure that the successful firm could deliver quickly on topographical and boundary surveys that would translate to future phases of engineering. One firm, Hanson Professional Services, responded to the RFQ. Staff reviewed the proposal and determined that, based on the qualifications of the proposed project team, the firm's relevant experience, and their proposed approach to the feasibility study, they were qualified to lead the project. In addition, their project references indicated that they were pleased with the performance of the members of their proposed project team. Staff followed up with communications with the other three firms to determine

why they did not respond. Two firms indicated that their availability was too limited to take on additional work at this time. The fourth firm did not respond after multiple attempts through phone calls and electronic mail to solicit their feedback.

Hanson submitted a scope and cost proposal in the amount of $118,119 for Planning Services for the Commerce Drive Feasibility Study. A detailed scope and breakdown of the costs is attached. In anticipation that the village would immediately pursue Phase I Preliminary Engineering, the village originally budgeted $375,000 in FY27. However after deliberation regarding Commerce Drive's eligibility for federal funds, staff determined more evaluation would be necessary before resolving how to advance the project. The scope and fee submitted by Hanson is $256,881 under budget.

Based on the experience of the firm, qualifications of the proposed project team, and quality of their project references, staff is recommending awarding the contract to Hanson Professional Services. Upon completion of the feasibility study, staff will present the results at a future Transportation Committee meeting to recommend next steps for rehabilitating Commerce Drive.

Recommended Action:

The Village Manager recommends the Transportation Committee recommend the Village Board approve a Professional Services Agreement with Hanson Professional Services, Inc. of Lisle, IL for Planning Services for the Commerce Drive Feasibility Study in the amount of $118,119 and approve the required Resolution.

ATTACHMENTS:

- R-26-XXX
- Hanson PSA.pdf
- Hanson Scope and Fee Proposal.pdf

RESOLUTION NO. R-26-_____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR THE COMMERCE DRIVE FEASIBILITY STUDY IN THE AMOUNT OF $118,119

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 an Agreement with Hanson Professional Services, Inc. for the Commerce Drive Feasibility Study; and

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

WHEREAS, it would be in the best interest of the Village of Schaumburg to execute an Agreement with Hanson Professional Services, Inc. for the Commerce Drive Feasibility Study.

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 with Hanson Professional Services, Inc. marked as Attachment "A" for the Commerce Drive Feasibility Study.

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 _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF SCHAUMBURG
PROFESSIONAL SERVICES AGREEMENT FOR

Commerce Drive Feasibility Study
Planning Services

THIS AGREEMENT is dated as of the day of November, 2026 (***"Agreement"***) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (***"Village"***) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Consultant Firm Name: Hanson Professional Services, Inc.
Street Address: 2441 Warrenville Rd. Suite 210
City, State, Zip: Lisle, IL 60532
Telephone: 630-593-3926
Email: mtodorovic@hanson-inc.com

B. Project Description.

A feasibility study for improvements to Commerce Drive from Roselle Road to Basswood Road

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. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed $118,119, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. 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 365 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 the undisputed portions of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits and Royalties. 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. Key Project Personnel. 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.

A. Confidential Information. The term ***"Confidential Information"*** shall mean 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.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. 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. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. The Consultant is not acting as a municipal advisor to the Village as defined by the Securities and Exchange Commission.

B. Indemnification. 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 damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent 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. Insurance. 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 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 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.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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. Conflict of Interest. The Consultant representsand 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, and attorneys, from and against 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. Termination. 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. Term. 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 cause the Services to be 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. Default. 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 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. Cure by Consultant. 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. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** Subject to Section 8.N. Dispute Resolution, the Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including reasonable 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. No Additional Obligation. 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. Village Board Authority. 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. Mutual Cooperation. 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. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

N. Ownership. 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. GIS Data. ***[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. **Limited Access to GIS Data.** 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. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** 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. **Supply to Village.** 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. **No Guarantee of Accuracy.** 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. **Discontinuation of Use.** 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. Amendment. 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. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. 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: Sidney Kenyon
E-mail: skenyon@schaumburg.com

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

Consultant Firm Name: Hanson Professional Services, Inc.
Street Address: 2441 Warrenville Rd. Suite 210
City, State, Zip: Lisle, IL 60532
Attention: Mike Todorovic
Facsimile: _____
Email: mtodorovic@hanson-inc.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village or Consultant.

F. Provisions Severable. 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. Entire Agreement. 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. Waiver. 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. Exhibit. 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. Rights Cumulative. 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. **Counterpart Execution.** 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.

N. **Dispute Resolution.** The parties shall endeavor to resolve disputes arising under this Agreement through good-faith negotiations. Any dispute shall first be referred to the parties' respective project managers. If the dispute is not resolved, either party may refer the matter to an executive representative of each party for consideration. The parties agree to submit the dispute to mediation before commencing litigation.

O. **Mutual Waiver of Consequential Damages. N**otwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Village nor the Consultant, their respective elected officials, officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Services or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

[SIGNATURES FOLLOW]

VILLAGE OF SCHAUMBURG

By:_____
Village Manager

ATTEST:

By:_____
Village Clerk

CONSULTANT

By: John Nelson

TITLE: Vice President

ATTEST:

By: Mike Todorovic

TITLE: Senior Project Manager

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. Comprehensive Motor Vehicle Liability 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. Comprehensive General Liability 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. Umbrella Policy or Excess liability Insurance 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. Professional Liability Insurance. 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. Village as Additional Insured. 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. Other Parties as Additional Insureds. 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.

PH 630.593.3926
HANSON-INC.COM
2441 Warrenville Road, Suite 210
Lisle, IL 60532

September 30, 2026

Mr. Sidney Kenyon, AICP
Director of Transportation
Village of Schaumburg
1000 E. Woodfield Road
Schaumburg, IL 60193

Dear Mr. Kenyon:

Hanson Professional Services Inc. is pleased to submit the enclosed Scope of Services for the Commerce Drive Feasibility Study. The proposed services are intended to document existing corridor conditions, evaluate improvement concepts, identify a preferred implementation approach, develop planning-level probable-cost information, and outline potential funding opportunities that may support future project advancement.

Our team appreciates the opportunity to work with the Village of Schaumburg on this important corridor initiative. The proposed approach has been developed based on information currently available, project discussions to date, and our understanding of the Village's objectives for Commerce Drive. We look forward to collaborating with Village staff throughout the study and assisting in the evaluation of practical, implementable improvements for the corridor.

If there are questions regarding the enclosed scope or if modifications would be helpful, please contact me at your convenience.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Mike Todorovic, MPA, PE
Senior Project Manager

Enclosure: Scope of Services

COMMERCE DRIVE FEASIBILITY STUDY

Scope of Services

Village of Schaumburg | Project No. 26L0128 | September 2026

Project Understanding

The Village of Schaumburg is evaluating improvements to Commerce Drive in response to roadway conditions, multimodal connectivity needs, industrial access, drainage and utility constraints, right-of-way limitations, and opportunities for phased implementation. Hanson Professional Services Inc. proposes a focused feasibility study that documents existing conditions, develops and compares corridor concepts, identifies a preferred implementation approach, prepares planning-level probable-cost information, and outlines potential funding pathways. The services are structured to give the Village a practical basis for programming and subsequent preliminary engineering.

Scope Organization

The scope follows the task and activity structure established in the project work breakdown structure. Related services are consolidated to reduce administrative effort, avoid duplicative technical memoranda, and focus project resources on decisions that advance the project. Technical findings are incorporated into the feasibility study rather than issued as separate discipline-specific reports unless the parties authorize added services in writing.

General Scope Assumptions and Limitations

The services are intended to produce a focused feasibility study and do not constitute Phase I, preliminary, or design engineering. The study relies on information supplied by the Village and other agencies, supplemented by the survey, field visit, and traffic-count services described above. The base scope includes no more than three integrated corridor concepts, refinement of one preferred alternative or phased program, and one consolidated Village review of the draft report. Public open houses, extensive stakeholder outreach, detailed traffic modeling, environmental field investigations or documentation, geotechnical investigation, pavement cores, hydraulic modeling, structural design, subsurface utility engineering, land-acquisition services, grant-application preparation, permitting, and construction documents are excluded unless authorized as added services in writing. Material expansion of survey limits, meeting requirements, concept count, review cycles, or level of engineering development may require an amendment to the scope and fee.

Task 1 - Project Management & Coordination

Hanson proposes project management and coordination intended to maintain alignment with the Village's objectives, schedule, budget, and decision needs.

Work Plan, Schedule, Communication Protocols, and Project Setup

Hanson proposes to confirm the study objectives, task sequence, milestones, team responsibilities, communication procedures, and document-management approach. The project plan establishes the basis for coordinating roadway, traffic, funding, survey, geospatial, and report-production services.

Budget, Progress, Invoicing, Decisions, and Action-Item Management

Hanson proposes to monitor task progress and expenditures, prepare progress information and invoices, and maintain a concise record of project decisions and open action items.

Internal Coordination

Hanson proposes coordination among the project manager, project engineer, traffic engineer, funding specialist, survey and geospatial staff, and other technical personnel as appropriate.

Task 2 - Data Collection and Existing Conditions

Hanson proposes to compile, review, and interpret available information used to establish the corridor baseline and identify principal opportunities and constraints affecting potential improvements.

Data and Records Review

Hanson proposes a request for available Village and agency information and a review of records relevant to the feasibility study. The review focuses on available GIS and aerial information, roadway and pavement records, traffic and crash information, bicycle and pedestrian planning documents, utility records, drainage information, development and access information, and available property, easement, and right-of-way documentation.

Field Review and Infrastructure Assessment

Hanson proposes a coordinated field visit to document visible roadway, pavement, curb and gutter, sidewalk and path, drainage, utility, lighting, traffic devices, access, grading, and other physical conditions that may affect concept development.

Traffic, Safety, Multimodal, Freight, and Access Review

Hanson proposes to review available traffic and crash information and assess corridor conditions affecting vehicular operations, industrial and freight access, pedestrian and bicycle connectivity, informal crossing activity, and the interface with Roselle Road.

Constraint Identification

Hanson proposes to consolidate principal right-of-way, property, drainage, grading, utility, access, jurisdictional, and physical constraints into a common project knowledge base in order to support screening and comparison of available alternatives.

Traffic Counts

Hanson proposes to coordinate and perform the traffic-count effort identified in the work breakdown structure to supplement available traffic information and support project funding positioning.

Task 3 - Survey and Field Services

Hanson proposes survey and geospatial services intended to support potential land acquisition activities, corridor concept development, impact screening, planning-level quantities, and identification of key implementation constraints.

Task Management and Coordination

Survey and geospatial personnel propose to coordinate survey limits, datum and reference requirements, utility record research, field activities, processing, and deliverables with the project manager and project engineer.

Title Research

Hanson proposes targeted research of available plats, right-of-way records, easements, and other property information used to support boundary interpretation within the defined study limits. The research is intended for feasibility-level assessment and excludes title commitments, ALTA/NSPS surveys, acquisition documents, and legal opinions.

Boundary Survey

Hanson proposes to recover and evaluate available boundary and right-of-way evidence within the identified survey limits and incorporate the interpreted information into the project base. The boundary services support screening of potential property and easement impacts but exclude plats of highway, acquisition plats, and legal descriptions.

Topographic Survey

Hanson proposes to use a Lidar-equipped drone to collect topographic and visible-feature information within the identified survey limits, including roadway and roadside features, pedestrian and bicycle facilities, driveways and access points, drainage structures, visible utility appurtenances, traffic-device and lighting features, significant grading conditions, walls, trees, and other physical constraints relevant to the concepts. Sub-surface data collection and reconnaissance are excluded.

Modeling

Hanson proposes to process field information and prepare the survey base, surface, and geospatial files used for feasibility-level concept development and probable-cost preparation.

Utility Coordination

Hanson proposes to incorporate available visible and record utility information into the project base and identify apparent conflicts that could materially affect the concepts. Utility quality-level investigation, subsurface utility engineering, potholing, relocation design, and utility agreement preparation are excluded.

Quality Review

Qualified survey and geospatial personnel propose to review survey information and deliverables for consistency with the agreed limits, reference framework, field data, and intended feasibility use before incorporation into the study.

Task 4 - Concept Alternatives, Evaluation, and Probable Cost

Hanson proposes to develop a limited set of integrated corridor concepts, compare relative impacts and benefits, refine one preferred implementation approach, and prepare planning-level probable-cost information.

Establish Criteria and Develop Up to Three Integrated Corridor Concepts

Hanson proposes to establish practical feasibility criteria and develop up to three concepts addressing roadway and traffic equipment condition, bicycle and pedestrian connectivity, potential path alignment on

the north or south side of the corridor, drainage and grading considerations, access, safety, and logical phasing.

Compare Impacts and Implementation Considerations

Hanson proposes to compare the concepts using a concise evaluation framework addressing roadway function, multimodal connectivity, safety, industrial and freight access, property and right-of-way impacts, grading and drainage, utilities, constructability, jurisdictional coordination, implementation complexity, and planning-level probable cost.

Refine One Preferred Alternative and Implementation Approach

Based on the comparative evaluation and Village input, Hanson proposes to refine one preferred corridor concept or phased improvement program. Refinement defines the principal improvement elements, identifies major constraints and dependencies, and establishes a practical approach for advancing the project into subsequent funding, preliminary engineering, and implementation activities.

Planning-Level Probable Cost and Phased Budget

Hanson proposes planning-level quantities and an opinion of probable implementation cost for the preferred concept.

Task 5 - Funding and Implementation Strategy

Hanson proposes a targeted assessment of potential funding pathways and recommended next steps to help the Village position the preferred improvements for implementation.

Funding-Program Screening

Hanson proposes to screen the project against funding programs that may support eligible roadway, bicycle and pedestrian, freight, safety, county, economic-development, and related infrastructure improvements. The screening considers Federal-Aid Urban factors, regional surface transportation programs, trail and active-transportation opportunities, Invest in Cook, freight-related programs, and other programs determined to be relevant to the preferred concept.

Funding Matrix

Hanson proposes a concise funding matrix summarizing potentially applicable programs, general eligibility considerations, likely project components, anticipated application pathways, timing considerations, and material limitations or risks. The matrix serves as a planning resource and does not constitute a determination of award eligibility or a funding application.

Funding Sequence and Implementation Roadmap

Hanson proposes recommendations regarding project scoping, phasing, and advancement to improve implementation readiness and alignment with potential funding opportunities. The roadmap identifies logical near-term actions, anticipated coordination needs, and the relationship between funding pursuits and subsequent engineering. Grant applications, benefit-cost analyses, environmental documentation, and funding-agency submittals are excluded.

Task 6 - External Coordination and Reporting

Hanson proposes to coordinate the feasibility study with the Village and select stakeholders and/or agencies with jurisdiction, document findings in a consolidated report, and conduct one controlled review and issuance process.

Milestone Meetings and External Coordination

Hanson proposes to participate in monthly (6 expected) milestone meetings with the Village and conduct focused coordination with Cook County, regional agencies, utilities, and other entities where input is material to the feasibility analysis.

Draft Feasibility Study Report

Hanson proposes a consolidated draft feasibility study report documenting the project purpose, available data, existing conditions, survey information, major constraints, concept development, alternatives comparison, preferred implementation approach, planning-level probable costs, funding opportunities, and recommended next steps. Technical information developed under the preceding tasks is incorporated into the report, exhibits, tables, and appendices.

Review and Issued Report

Hanson proposes to review the draft report with the Village, address one consolidated set of Village comments, and issue the revised feasibility study report and electronic deliverables. Revisions that introduce new alternatives, materially expand the study limits, change the selected concept, or request added technical analysis after the consolidated review are excluded.

26L0128 Schaumburg Commerce Drive Feasibility Study
Work Breakdown Structure and Fee Proposal

Task #	Activity #	Task Description	Labor $	Expenses $	Total $	% of Total	Other Direct Costs: Travel	Other Direct Costs: Other	Ave Hourly Rate	Total Hours	Project Manager 270.00 EASVII	Project Engineer 200.00 EASV	Traffic Engineer 200.00 EASV	Traffic Designer 175.00 EASIV	Grant Funding 125.00 ADMV	Traffic Counts 145.00 EASII	Professional Land Surveyor 175.00 EASIV	Geospatial Lead 175.00 EASIV	Survey Tech 145.00 TVI	Survey Tech 165.00 TVII	Geospatial Tech 145.00 EASII	CAD Tech 123.00 TVI	Geospatial Manager 270.00 EASVII
		Totals	$ 104,965	$ 13,154	$ 118,119	100.0%	$ 4,554	$ 8,600	$ 183.18	573	70	143	60	12	55	10	27	45	49	51	35	15	1
		Click here for Help inserting rows																					
1		**1 Project Management & Controls**	**$ 8,190**	**$ -**	**$ 8,190**	**6.9%**	**$ -**	**$ -**	**$ 240.88**	**34**	**22**	**8**	**2**	**-**	**2**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	1	Work plan, schedule, communication protocols, and project setup	1880	0	$ 1,880				$ 235.00	8	4	4											
	2	Budget, progress, invoicing, decisions, and action-item management	3240	0	$ 3,240				$ 270.00	12	12												
	3	Internal coordination	3070	0	$ 3,070				$ 219.29	14	6	4	2		2								
2		**2 Data Collection and Existing Conditions**	**$ 15,600**	**$ 7,850.00**	**$ 23,450**	**19.9%**	**$ 850**	**$ 7,000**	**$ 200.00**	**78**	**9**	**32**	**19**	**12**	**-**	**6**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	1	Data and records review	2540	$ -	$ 2,540				$ 211.67	12	2	8	2										
	2	Field review and infrastructure assessment	6240	750	$ 6,990		$ 750		$ 195.00	32	2	12	6	12									
	3	Traffic, safety, multimodal, freight and access review	2540	0	$ 2,540				$ 211.67	12	2	2	8										
	4	Constraint identification	1940	0	$ 1,940				$ 215.56	9	2	6	1										
	5	Traffic counts	2340	7100	$ 9,440		$ 100	$ 7,000	$ 180.00	13	1	4	2			6							
3		**3 Survey and Field Work**	**$ 36,440**	**$ 4,804.00**	**$ 41,244**	**34.9%**	**$ 3,204**	**$ 1,600**	**$ 158.43**	**230**	**-**	**7**	**-**	**-**	**-**	**-**	**27**	**45**	**49**	**51**	**35**	**15**	**1**
	1	Task management and oversight	1653	$ -	$ 1,653				$ 150.27	11		1					1	4	1	1	1	1	1
	2	Title research	1722	$ 300	$ 2,022			$ 300	$ 123.00	14												14	
	3	Boundary survey	7350	$ -	$ 7,350				$ 175.00	42							22	20					
	4	Topographic survey	14690	$ 4,504	$ 19,194		$ 3,204	$ 1,300	$ 156.28	94		4							48	42			
	5	Modeling	10150	$ -	$ 10,150				$ 158.59	64		2						20		8	34		
	6	Utility coordination	175	$ -	$ 175				$ 175.00	1								1					
	7	Quality control	700	$ -	$ 700				$ 175.00	4							4						
4		**4 Concept Alternatives, Evaluation, and Cost**	**$ 18,155**	**$ -**	**$ 18,155**	**15.4%**	**$ -**	**$ -**	**$ 208.68**	**87**	**14**	**50**	**20**	**-**	**3**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	1	Establish criteria and develop up to three integrated corridor concepts	7880	0	$ 7,880				$ 207.37	38	4	26	8										
	2	Compare impacts and implementation considerations	4130	0	$ 4,130				$ 206.50	20	4	10	4		2								
	3	Refine one preferred alternative and implementation approach	3065	0	$ 3,065				$ 204.33	15	2	8	4		1								
	4	Planning-level cost estimate and phased budget	3080	0	$ 3,080				$ 220.00	14	4	6	4										
5		**5 Funding and Implementation Strategy**	**$ 9,900**	**$ -**	**$ 9,900**	**8.4%**	**$ -**	**$ -**	**$ 162.30**	**61**	**10**	**6**	**5**	**-**	**40**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	1	Funding-program screening	3680	0	$ 3,680				$ 160.00	23	4	1	2		16								
	2	Funding matrix	3240	0	$ 3,240				$ 162.00	20	2	4	2		12								
	3	Funding sequence and implementation roadmap	2980	0	$ 2,980				$ 165.56	18	4	1	1		12								
6		**6 External Coordination and Reporting**	**$ 16,680**	**$ 500.00**	**$ 17,180**	**14.5%**	**$ 500**	**$ -**	**$ 200.96**	**83**	**15**	**40**	**14**	**-**	**10**	**4**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	1	Milestone meetings and external coordination	4520	500	$ 5,020		$ 500		$ 205.45	22	6	8	4		4								
	2	Draft feasibility study report	6260	0	$ 6,260				$ 201.94	31	3	20	6		2								
	3	Review and final report	5900	0	$ 5,900				$ 196.67	30	6	12	4		4	4							

2026 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	$135.00
ENGINEER/SCIENTIST II	$145.00
ENGINEER/SCIENTIST III	$155.00
ENGINEER/SCIENTIST IV	$175.00
ENGINEER/SCIENTIST V	$200.00
ENGINEER/SCIENTIST VI	$235.00
ENGINEER/SCIENTIST VII	$270.00
ENGINEER/SCIENTIST VIII	$305.00
PRINCIPAL	$350.00

2. **TECHNICAL POSITIONS:**

AIDE	$75.00
TECHNICIAN I	$85.00
TECHNICIAN II	$100.00
TECHNICIAN III	$115.00
TECHNICIAN IV	$130.00
TECHNICIAN V	$145.00
TECHNICIAN VI	$155.00
TECHNICIAN VII	$165.00
TECHNICIAN VIII	$175.00
MANAGER/DESIGNER	$180.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	$80.00
ADMINISTRATIVE II	$85.00
ADMINISTRATIVE III	$90.00
ADMINISTRATIVE IV	$105.00
ADMINISTRATIVE V	$125.00
ADMINISTRATIVE VI	$150.00
ADMINISTRATIVE VII	$215.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Separate data hosting charges and/or a technology fee will be assessed, depending on the nature of the services provided. Where applicable, the fee structure will be identified in the agreement.

9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 50%.

   Charges for vehicles that will remain assigned to a specific job will be $100.00 per day or $2,000.00 per four-week billing cycle for automobiles and SUVs, and $120.00 per day or $2,400.00 per four-week billing cycle for mobile labs or trucks in lieu of mileage charges. Rental vehicles will be charged at actual cost in accordance with item 7 above.

10. Services will be billed at a minimum of every four weeks and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

The Coalition to Stop CPKC Update - Informational
11/02/26
Transportation Committee

Presenter: Sidney Kenyon, Director of Transportation
Lead Department: Transportation

Executive Summary:

On June 20, 2026, the members of the Coalition to Stop CPKC were notified by the Surface Transportation Board that the Coalition's petition to reconsider the merger approval and require a separate analysis under the National Environmental Policy Act (NEPA) was denied. To support operations related to monitoring and communications, the Coalition has secured Safe Streets For All funding to implement a rollout of sensors and monitoring software for its member communities. The Coalition will continue to use grant funds and other available resources to demonstrate that mitigation measures are needed. Staff has made progress in working with the Coalition, LinqThingz, and TRAINFO to install sensors at the crossing at Rodenburg Road for the purposes of monitoring train movements and recording crossing blockages.

For more detailed information, please consult the attached memorandum.

Recommended Action:

Informational.

ATTACHMENTS:

- Stop CPKC Committee Update.docx

MEMORANDUM

DATE: October 21, 2026

TO: Brian Townsend, Village Manager

FROM: Sidney Kenyon, AICP, Director of Transportation

FOR: Transportation Committee

SUBJECT: The Coalition to Stop CPKC: Transportation Committee Update

Introduction

On April 14, 2023, the United States Surface Transportation Board (STB) formally approved the merger of the Canadian Pacific (CP) and Kansas City Southern (KCS) railroads. During the merger application process, the STB raised concerns about the merger's potential environmental impacts and mandated that an Environmental Impact Statement (EIS) be produced by the Office of Environmental Analysis (OEA). Unfortunately that EIS was developed based upon data provided by CP and KCS. Post-merger, the STB mandated a 7-year monitoring period to determine the need for additional mitigation measures. Some of the criteria for determining the need for mitigation measures include adverse grade crossing delay impacts, potential hazardous waste contamination, and impacts to grade crossing safety.

Discussion

On May 2nd 2025, Coalition representatives traveled to Washington, D.C. to attend the Surface Transportation Board regarding the impacts to the Coalition's communities. The Coalition's counsel gave oral arguments and the Coalition's membership attended in support of the hearing. Coalition members were notified by the STB on June 20th that the Coalition's petition to reconsider the merger approval and require a separate analysis under the National Environmental Policy Act (NEPA) was denied. Much of the Coalition's argument rested upon the need for a more focused analysis on the CPKC corridor in northwest Chicagoland. The Board's judgment summarily rejected the Coalition's arguments that several factors in the EIS were not evaluated in detail.

Since the judgment against the Coalition's appeal was handed down, the communities have pivoted to focus on monitoring efforts to empirically demonstrate the impact of the CPKC merger. LinqThingz—the CPKC-designated sensor provider—has installed

monitoring sensors at CPKC crossings to communicate when that crossing is blocked. That information can be shared with emergency response teams at municipalities along the railroad corridor to help them plan where to cross in an emergency. LinqThingz mounted their sensor to a light pole approximately 70' north of the crossing on Rodenburg Road. Unfortunately the company has been difficult to communicate with about the next steps for coordinating with emergency services providers, and the Coalition continues to try to advance to the next steps of enabling the devices to communicate with emergency responders.

In response to the continued miscommunication with LinqThingz, the Coalition secured federal funds to support the rollout of TRAINFO sensors at CPKC crossings. The Coalition applied for $809,200 in Safe Streets For All (SS4A) demonstration grant funds through the United States Department of Transportation (USDOT). The Village of Bensenville, the lead applicant, was notified of their success in November of 2024. Since the award was finalized, the Coalition has sought to work with USDOT to initiate work on sensor installation. Diminished staffing and resources in USDOT have delayed the implementation grant, though Bensenville has completed signature of grant agreements and is coordinating with Coalition communities for sensor installations.

Village of Schaumburg staff have identified that the light pole on which LinqThingz's sensor is affixed is also a suitable location for a TRAINFO sensor. Staff has coordinated with Bensenville and the rest of the Coalition to begin assisting TRAINFO with navigating the permitting and license agreement process for installation. Installation and rollout of the software is expected to be completed in the Winter of 2026-2027. TRAINFO has also provided a trial license for the software to Bensenville staff, who have shared insights and data with Coalition members to show the benefits of the sensor technology. The results are promising: the TRAINFO sensors can record video feeds and provide data through a user-friendly dashboard. This will prove crucial in future years when the Coalition will need to re-engage the STB and other regulatory bodies to reassert its claims to the impacts of the merger.

Next Steps

There are three years remaining in the 7-year monitoring period mandated by the Surface Transportation Board. With the time available, the Coalition will continue to identify grant funds and other available resources to ensure that their monitoring activities demonstrate that mitigation measures are needed. Data that has been gathered thus far indicates that train lengths have grown and crossing blockage times have also increased. It is the Coalition's intent to gather the data needed to prove that mitigation measures are needed while also ensuring communication with emergency responders and the motoring public remains a possibility going forward.

Recommendation

For information only.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Road Construction Updates (Verbal Report)
11/02/26
Transportation Committee

Presenter:
Lead Department: Transportation

Executive Summary:

Recommended Action:

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

November 10, 2026
11/02/26
Transportation Committee

Presenter:
Lead Department: General Government

Executive Summary:

Recommended Action: