



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800, Sears Tower
Chicago, IL 60606

312-454-0400 (voice)
312-454-0411 (fax)
www.chicagoareaplanning.org

CMAQ Project Selection Committee Meeting **Annotated Agenda - revised** **Friday May 25, 2007**

Cook County Conference Room
233 S. Wacker Drive, Suite 800, Sears Tower
Chicago, Illinois

Note: the meeting materials can be found at <http://www.catsmpo.com/min-cmaq.htm>

- 1.0 Call to Order and Introductions** 11:30 a.m.
Patricia Berry, Committee Chair

- 2.0 Agenda Changes and Announcements**

- 3.0 Project Changes**
 - 3.1 University of Illinois-Chicago – Emergency Ride Home Pilot Program (TIP ID 13-06-0002)
The sponsor is requesting a sponsor change.
 - 3.2 Riverdale – Riverdale Station Parking (TIP ID 18-98-0552)
The sponsor is requesting a cost increase.
 - 3.3 Mundelein – Lake St from Hawthorne Blv to Longwood Ter (TIP ID 10-06-0064)
The sponsor is requesting a cost increase.
 - 3.4 Hanover Park – Hanover Park Metra Station Bike and Pedestrian Improvements (TIP ID 03-05-0003)
The sponsor is withdrawing the project.
 - 3.5 Glenview – Glenview-Techny Trail Golf Road Overpass (TIP ID 02-94-0029)
The sponsor is requesting a scope change.
 - 3.6 Metra – 103rd and 115th St Station Parking - RID Beverly Branch (TIP ID 18-05-0564),
Metra – 99th St - Beverly Station Parking - RID Line - Beverly Branch (TIP ID 18-04-0572) and
Metra – Ashburn Station Commuter Parking - SWS line (TIP ID 18-05-0566)
The sponsor is requesting scope changes and cost increases for 18-05-0564 and 18-04-0572 and a withdrawal of 18-05-0566.

- 4.0 Request for Proposals - Post-Implementation Evaluation of Emissions Benefits of CMAQ Projects**
A copy of the RFP will be distributed for Committee members' information.

5.0 Other Business

6.0 Public Comment

This is an opportunity for comments from members of the audience. The amount of time available to speak will be at the chair's discretion. It should be noted that the exact time for the public comment period will immediately follow the last item on the agenda.

7.0 Next Meeting

The next meeting is expected to be on call, in mid-June or early July

8.0 Adjournment

CMAQ Project Selection Committee Members:

___ Patricia Berry, Chair	___ Les Nunes	___ Jeff Schielke
___ Martin Buehler	___ Mark Pitstick	
___ Luann Hamilton	___ Mike Rogers	

Attending CMAQ Project Selection Committee Meetings at Sears Tower:

CMAQ Project Selection Committee meetings are public meetings; the public is invited to attend. Passes are available for people attending these meetings at the CMAP offices. If you wish to attend but have not attended meeting regularly, please call or e-mail Ross Patronskey (312-386-8796, rpatronskey@cmap.illinois.gov) in advance to be added to the list. For requests or problems on the day of the meeting, please call the CMAP main reception desk at 312-454-0400. A driver's license, state ID, or passport will be required to enter.



Chicago Area Transportation Study



To: CMAQ Project Selection Committee
From: Ross Patronsky, Chief of the CMAQ Program
Doug Ferguson, Program Analyst
Date: May 24, 2007
Subject: CMAQ Project Change Request

Six sponsors have requested project changes. The net change in the federal amount programmed resulting from these changes is \$308,318.

University of Illinois-Chicago – Emergency Ride Home Pilot Program (TIP ID 13-06-0002)

The sponsor is requesting that this project be transferred to Pace. A letter from UIC has been received; the Pace letter accepting the project has also been received.

Since Pace intends to use Tollway credits as the match, the project total will be \$89,000 less (the amount of the local share), although the actual expenditure of CMAQ funds will be unchanged. The project is a demonstration, so there is no change in emissions benefits to calculate.

- **Consider approving the sponsor change for University of Illinois-Chicago – Emergency Ride Home Pilot Program (TIP ID 13-06-0002), changing the sponsor to Pace.**

Riverdale – Riverdale Station Parking (TIP ID 18-98-0552)

The sponsor is requesting a scope change and cost increase for the project. The amount of right-of-way was increased by Metra allowing the spaces built to increase from 91 to 116 spaces. The increase being requested is \$108,800 federal.

This project has been approved in 2003 for \$93,000 federal (\$116,000 total) for engineering phase I and II and in 2005 for \$567,000 federal (\$709,000 total) for construction.

The project is scheduled for the June 15, 2007 letting with a current estimated construction cost of \$845,000. The cost change is the result of the increase in the

number of spaces along with an increase in construction material costs and higher than estimated engineering costs.

A reevaluation of the project's emissions cost/benefit ratio was conducted. The new total project cost and scope would give the project a cost per ton of VOC eliminated of \$428,648. The project's rank among FY 2005 proposals would change from 10th to 9th.

- **Consider approving the scope change and cost change for Riverdale Station Parking (TIP ID 18-98-0552), increasing the number of spaces built from 91 to 116 spaces and increasing the programmed amount by \$108,800 federal from \$660,000 federal (\$825,000 total) to \$768,800 federal (\$961,000 total).**

Mundelein – Lake St from Hawthorne Blv to Longwood Ter (TIP ID 10-06-0064)

The sponsor is requesting a cost increase for the project in the amount of \$215,518 federal. The cost change is the result of rising materials costs and the preliminary estimates that were low.

This project was approved in 2007 for \$245,784 federal (\$307,230 total).

A reevaluation of the project's emissions cost/benefit ratio was conducted. The new total project cost would give the project a cost per ton of VOC eliminated of \$909. The project's rank among FY 2007 proposals would drop from 5th to 6th, below the Addison-Mill Rd Bridge Sidewalk Project, which was also approved for funding that year.

- **Consider approving the cost change for Lake St from Hawthorne Blv to Longwood Ter (TIP ID 10-06-0064), increasing the programmed amount by \$215,518 federal from \$245,784 federal (\$307,230 total) to \$461,302 federal (\$576,627 total).**

Hanover Park – Hanover Park Metra Station Bike and Pedestrian Improvements (TIP ID 03-05-0003)

The sponsor is withdrawing the project. The project was approved in FY 2005 for \$20,000 (\$16,000 federal). As indicated in their letter, they found the engineering costs associated with the project to be burdensome.

- **Consider accepting the withdrawal of Hanover Park – Hanover Park Metra Station Bike and Pedestrian Improvements (TIP ID 03-05-0003).**

Glenview – Glenview-Techy Trail Golf Road Overpass (TIP ID 02-94-0029)

The sponsor is requesting a scope change for this project, building a different bicycle facility at another location. No cost change was requested.

The project was approved as part of the FY 2002 CMAQ program for \$350,000 (\$200,000 federal) for construction. The funds were obligated in 2004, but the Village has since found that it will be unable to build the project (see attached letter). Glenview is requesting that it be permitted to use the funds instead to help fund construction of another portion of the project.

In a conversation with Glenview staff, CMAP staff was advised that phase I engineering for the whole trail (from Dempster to the border with Northbrook) was done 3-4 years ago. Construction of the portion across Lake Avenue is anticipated in 2010. The cost is expected to be about \$200,000, since the bridge will be a prefabricated structure.

At this point, further information will be required from Glenview to calculate emissions benefits if a scope change is to be approved. However, changes of this type (substituting a new project for a withdrawn project) have in some cases been rejected by the Committee, and the sponsor advised to apply for the substitute project. The Committee has accepted late applications in these situations, although the anticipated construction date in this case may make such a waiver unnecessary.

- **Consider whether to continue review the scope change request for Glenview-Techny Trail Golf Road Overpass (TIP ID 02-94-0029), or advise the sponsor to apply separately for the substitute project.**

Metra – 103rd and 115th St Station Parking - RID Beverly Branch (TIP ID 18-05-0564), Metra – 99th St - Beverly Station Parking - RID Line - Beverly Branch (TIP ID 18-04-0572) and Metra – Ashburn Station Commuter Parking - SWS line (TIP ID 18-05-0566)

The sponsor is requesting a cost increase for the 103rd and 115th St Station Parking - RID Beverly Branch project. The cost change is the result of various factors as noted in the request letters.

The 103rd and 115th St Station Parking - RID Beverly Branch project was programmed in 2005 for a total of \$1,000,000 (\$800,000 federal) for construction. At the March 7, 2007 Committee meeting, a scope change was approved reducing the number of parking spaces from 200 to 104. The project is scheduled for construction this year.

The current request is for additional construction funds, which are needed in light of bids received. In addition, the final project has 82 spaces, 22 fewer than approved in March.

The reduction in the number of spaces and the higher cost increases the cost per ton of VOC eliminated from \$571,829 to \$816,232. The revised rank of the project changed from 10th to 12th and placed the project behind one additional project that did not receive funding.

The sponsor is also requesting a cost increase for the 99th St - Beverly Station Parking - RID Line - Beverly Branch project. The cost change is the result of various factors as noted in the request letters.

The 99th St - Beverly Station project was programmed in 2004 for a total of \$675,000 (\$540,000 federal) for construction. The project is scheduled for construction this year.

The current request is for additional construction funds, which are needed in light of bids received. In addition, the final project has 82 spaces, 68 fewer than approved in 2004.

The reduction in the number of spaces and the higher cost increases the cost per ton of VOC eliminated from \$73,546 to \$183,154. The revised rank of the project changed from 5th to 7th and placed the project behind two additional projects that did not receive funding.

The Ashburn Station Commuter Parking - SWS line project is to be withdrawn, since Metra has been unable to secure a location. The project was programmed in FY 2005 for \$400,000 (\$320,000 federal). The funds withdrawn from this project can offset the increases in the other two projects.

- **Consider the scope and cost change for 103rd and 115th St Station Parking - RID Beverly Branch (TIP ID 18-05-0564), reducing the number of spaces to 82 and increasing the programmed amount by \$110,400 federal from \$800,000 federal (\$1,100,000 total) to \$910,400 federal (\$1,238,000 total).**
- **Consider the scope and cost change for Metra - 99th St - Beverly Station Parking - RID Line - Beverly Branch (TIP ID 18-04-0572), reducing the number of spaces to 82 and increasing the programmed amount by \$209,600 federal from \$540,000 federal (\$675,000 total) to \$749,600 federal (\$937,000 total).**
- **Consider accepting the withdrawal of Ashburn Station Commuter Parking - SWS line (TIP ID 18-05-0566).**

April 19, 2007

Ross Patronsky
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606

Dear Mr. Patronsky:

The purpose of this letter is to request CMAP to assign approved FY 2006 CMAQ Demonstration Project titled "Emergency Ride Home Pilot Program" from the University of Illinois at Chicago Urban Transportation Center to Pace Suburban Bus Division of the RTA. The total cost of the project is \$365,000 requiring a match of \$89,000 to match the federal portion \$276,000. The Urban Transportation Center has been unable to identify the required 20% to match for the project.

As a result of discussions with IDOT, they have indicated tollway credits could be used as non-cash match, but that the University did not qualify to utilize the credits whereas Pace does qualify. While the demonstration project budget would need to be reduced by \$89,000, I am confident that the demonstration project can be successfully undertaken with the reduced amount. The number of reimbursements can be reduced and/or the imposition of a membership fee or co-pay could raise cash to match the project.

I have discussed this matter with both IDOT and Pace and they concur in this approach. The Emergency Ride Home Pilot Program is an integral part of a strategy to entice single occupant vehicle commuters to use ride-sharing or public transit. It is to the region's benefit to pursue this worthwhile project.

Please let me know if you need any additional information.

Sincerely,

Joseph DiJohn, Research Professor and Director
Metropolitan Transportation Support Initiative

CC Les Nunes, IDOT
Mike Bolton, Pace



Thomas J. Ross
Executive Director

May 23, 2007

Mr. Ross Patronsky
Chief of the CMAQ Program
Chicago Metropolitan Agency for Planning
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

Re: University of Illinois – Chicago – Emergency Ride Home Pilot Program (TIP ID# 13-06-0002)

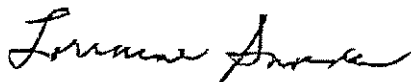
Dear Mr. Patronsky:

Pace is requesting a transfer of CMAQ Demonstration Project titled "Emergency Ride Home Pilot Program" from the University of Illinois at Chicago Urban Transportation Center to Pace Suburban Bus Division of the RTA. This project is an important component of our regional ride-share program.

Pace will apply the use of tollway credits towards the local match. As a result, the total cost of the project will be reduced from \$365,000 to the federal portion of \$276,000. We concur with our project partners that the demonstration project can be successfully implemented at the reduced amount.

Should you need further information feel free to contact me at 847-228-4249.

Sincerely,



Lorraine Snorden
Department Manager, Planning Services



Village of Riverdale

157 West 144th Street • Riverdale, IL 60827-2707
(708) 841-2200 • Fax (708) 841-7587

Zenovia G. Evans
Village President

Joyce E. Forbes
Village Clerk

Trustees

Deyon L. Dean
Cheryl A. Foy
E. Brandi Horton
Louis Peyton
Jerome Russell
Dennis Sanders

Mr. Ross Patronsky
Senior Planner
Chicago Metropolitan Agency for Planning
233 S Wacker Dr, Suite 800
Chicago, IL 60606

April 10, 2007
Project 04-185

RE: 145th Street and Illinois Street Commuter Parking
Section 03-00108-00-PK, TIP 18-98-0552
Village of Riverdale

Dear Mr. Patronsky:

Final plans have been prepared and submitted to the Illinois Department of Transportation on behalf of the Village of Riverdale, for the expansion of the existing commuter parking facility at 144th Street adjacent to the Ivanhoe Station on METRA's electric line from Chicago to University Park.

The above referenced project was originally programmed for construction in Fiscal Year 2005 with an estimated construction cost of \$709,000 plus \$70,900 for construction engineering. Final plans have been reviewed and the project is scheduled for a June 15, 2007 IDOT letting.

The following have contributed to the increase in cost of Construction:

- Summer 2006 increase cost of concrete and asphalt materials approximately 20%
- Change in scope during Phase I Study, with Metra partnership providing additional right of way in order to increase the size of the parking facility (CMAQ Application proposed 91 spaces, Contract plans provide 116 spaces, 27% increase).
- "Mobilization" pay item required after January 1, 2007, ranging between 3-6% of construction cost
- Three Public Meetings contributed to the context sensitive design in Phase I, with Design Approval received August 18, 2006.

These factors were unexpected by the Village and were not budgeted for. The large increase in the costs has put a hardship on the Village. The current estimated construction cost is \$845,000. No additional construction engineering cost is requested. Therefore the Village of Riverdale is requesting additional funding in the amount of \$108,800 in federal funds, for a total of \$676,000 in federal funding for construction, an increase of 19%. The State Job Number form for this project has been updated and is attached.

The Village of Riverdale is fully committed to the construction of this project. All work is being coordinated with the Illinois Department of Transportation District 1 Bureau of Local Roads.

If there are any further questions about this matter, please feel free to contact our Project Engineer, Pat Barker at (708) 331-6700.

Very truly yours,

VILLAGE OF RIVERDALE

Genovia G. Evans
Village President

"Best Little Village of Illinois"



Note: In order to include information other than what is available, you should unlock the form only when having completed all other entries.

Federally Funded: Yes No Supplement Yes No No. for

Funding Type(s)

Fund	Percent	Fund	Percent
STA(CMAQ)	80/20		

Marked Route Designation:

Street Name: Riverdale Station Parking

Limits: 145th Street and Illinois Street

Type of Work: Commuter Parking and Access Streets

Kane Lake Cook Regional Council South

County:

DuPage McHenry Will Various

Local Agency: Village of Riverdale

MFT Section Number: 03-00108-00-PK

TIP ID: 18-98-0552

Estimate of Const. Cost: \$845,000

Target Letting Date: Revised to 6/15/07

Check Information Needed

Grey Shaded Areas for IDOT Use Only

		Job Number	Project Number	Fiscal Year	Estimated Total Cost	Federal Participation	State Participation
<input checked="" type="checkbox"/>	P	91	110-03	CMM-8003(293)	FY03	45,200	36,160
<input type="checkbox"/>	R	91	-				
<input checked="" type="checkbox"/>	D	91	110-03	CMM8003(294)	FY06	70,800	0
<input checked="" type="checkbox"/>	C	91	110-03	CMM8003(295)	FY07	845,000	0
			Construction Engineering	FY07	70,900	56,720	0

Contract Number 83912

State Section Number

IDOT Engineer: Jessica Feliciano/Kevin Stallworth

Requested By: Patricia Barker Phone Number: (708) 210-5697

Email Address: pbarker@reltd.com Robinson Engineering, Ltd.

Date Submitted: 11/11/05 Date Revised: 1/20/06 4/10/07

Date Approved: 1/8/07

Chicago Area Transportation Study

CMAQ Cost Increase Analysis

TIP ID: **18-98-0552**

Description: **Riverdale Station Parking**

Ranking Computation

	03 + 05 Award	2007 Inc/Scope
Tons VOC eliminated	1.7588	2.2419
Cost	\$ 825,000	\$ 961,000
\$/Ton VOC eliminated	\$ 469,082	\$ 428,648
Rank	10	9

Project Expenses

	Federal Share	Total	Fed %	Basis
03 + 05 Award	\$ 660,000	\$ 825,000	80.0%	Approved Project
2007 Inc/Scope	\$ 768,800	\$ 961,000	80.0%	Letter from Sponsor
Increase Amount	\$ 108,800	\$ 136,000		

Notes:

FY 2005 CMAQ Program

ID	Facility to be Improved	Total \$	Fed \$	\$/Ton Voc	Select
Transit Facility Improvement					
CP11052328	Cary-Cary Station Parking - UPNW	\$185,000	\$148,000	\$70,880	\$148,000
CP03052322	Hanover Park-Hanover Park Station Commuter Parking - MDW	\$200,000	\$160,000	\$75,052	
CP13052392	CATS-Rideshare/Carpool Lots at Area Interchanges	\$1,750,000	\$1,750,000	\$226,615	
CP07052346	Riverdale-Ivanhoe Metra Station Kiss 'n Ride Facility	\$71,600	\$57,300	\$243,207	\$57,300
CP06052369	Metra-Palos Heights/Worth Commuter Parking Lot	\$600,000	\$480,000	\$282,166	
CP01052372	Metra-103rd and 115th St Station Parking - RID Beverly Branch	\$1,000,000	\$800,000	\$297,351	\$800,000
CP01052371	Metra-Ashburn Station Commuter Parking - SWS line	\$400,000	\$320,000	\$328,405	\$320,000
CP08052356	Naperville-Naperville Park 'n Ride Lot - 95th and EJ&E	\$500,000	\$400,000	\$381,027	\$400,000
Riverdale-Riverdale Station Parking with scope change and cost increase				\$428,648	
CP08052382	West Chicago-West Chicago Commuter Parking Lot - UP-W line and future STAR line	\$2,047,000	\$1,630,000	\$443,084	
CP07052359	Riverdale-Riverdale Station Parking	\$709,000	\$567,000	\$469,082	\$567,000
CP06052375	Metra-Metra-Orland Park 143rd Street Station Parking-SWS	\$1,500,000	\$1,200,000	\$683,514	
CP08052323	Hinsdale-Hinsdale Station (Chestnut St) Commuter Parking - BNSF	\$1,450,000	\$1,160,000	\$714,674	\$1,160,000
CP01052370	Metra-Grayland station parking - MDN	\$340,000	\$272,000	\$1,116,957	
CP01052409	CTA-51st/Pulaski Park and Ride	\$4,006,639	\$3,205,311	\$1,126,096	
CP01052410	CTA-49th/Western Park and Ride	\$1,552,649	\$1,242,119	\$1,361,242	
CP01052408	CTA-Lawrence/Winthrop Park and Ride	\$1,461,024	\$1,168,819	\$1,372,128	
CP01052417	CTA-35th/Archer Park and Ride	\$1,526,288	\$1,221,030	\$1,866,480	
CP01052405	CTA-40th/Indiana Park and Ride	\$513,147	\$410,517	\$3,367,570	
CP01052416	CTA-Halsted/Archer Park and Ride	\$472,090	\$377,672	\$3,519,750	
CP10052345	Libertyville-Prairie Crossing Station Parking Expansion - NCS Line	\$270,000	\$216,000	\$4,821,670	
CP04052343	Maywood-Maywood - Metra Commuter Parking	\$348,000	\$278,400	No Benefit	



VILLAGE OF MUNDELEIN

ADMINISTRATION

440 East Hawley Street
Mundelein, IL 60060
www.mundelein.org

Telephone: (847) 949-3200
Fax: (847) 949-0143

March 15, 2007

Mr. Ross Patronsky
Chief of CMAQ Program
Chicago Area Transportation Study
233 South Wacker Drive, Suite 800
Chicago, Illinois 60606

RECEIVED

MAR 21 2007

C.A.T.S.

RE: US Route 45 Sidewalk Improvement
Village of Mundelein
Request for Increase in CMAQ Funds
TIP ID Number 10-06-0064
CMAQ Project ID BP10072697

Dear Mr. Patronsky:

The Village of Mundelein is requesting additional CMAQ funds in the amount of **\$215,518** for the completion of the referenced project. In January of 2006, the Village applied for CMAQ funds for the engineering and construction of the above referenced sidewalk improvement, and received approval of CMAQ funds in the amount of \$245,784 for fiscal year 2007. The estimate of cost for engineering and construction at the time of the application was \$307,230, and the approved federal share of the cost was \$245,784. Since then, the cost of the project has increased substantially due to above average inflation in the construction industry, higher fuel costs, and the estimate for engineering and construction being very preliminary at the time of the submittal. **The revised Estimate of Cost is \$576,627** (original and the revised cost estimates included herewith).

Due to the budgetary constraints, it will be very difficult for the Village to construct the Sidewalk Improvements without additional CMAQ funds as requested. We are hoping for a favorable response to our request, hence enabling us to move forward with the completion of the project in a timely manner.

If you require additional information, please contact me.

Sincerely,

Michael A. Flynn
Assistant Village Administrator

MAF/ch
Attachment

cc: Honorable Kenneth H. Kessler, Mayor, Village of Mundelein
William Emmerich, P.E., Village Engineer, Village of Mundelein
Christopher J Holt, P.E., IDOT Region 1, Bureau Chief of Local Roads and Streets
Chad Riddle, P.E., IDOT Region 1, Bureau of Local Roads and Streets
Gary Rozwadowski, P.E., Smith Engineering Consultants
Akram Chaudhry, P.E., Smith Engineering Consultants

US RTE 45 SIDEWALK IMPROVEMENT
Village of Mundelein

March 15, 2007

Original Project Costs per January 2006 CMAQ Application

Task	Total	CMAQ (80%)	Village of Mundelein (20%)
Phase I Engineering	\$34,650	\$27,720	\$6,930
Phase II Engineering	\$23,100	\$18,480	\$4,620
Construction	\$231,000	\$184,800	\$46,200
Phase III Engineering & Material Testing	\$18,480	\$14,784	\$3,696
Total	\$307,230	\$245,784	\$61,446

Revised Project Costs

Task	Total	CMAQ (80%)	Village of Mundelein (20%)
Phase I Engineering	\$65,033	\$52,026	\$13,007
Phase II Engineering	\$43,355	\$34,684	\$8,671
Construction	\$433,555	\$346,844	\$86,711
Phase III Engineering & Material Testing (8%)	\$34,684	\$27,747	\$6,937
Total	\$576,627	\$461,302	\$115,325
Request for Additional CMAQ Funds		\$215,518	

Chicago Area Transportation Study

CMAQ Cost Increase Analysis

TIP ID: **10-06-0064**

Description: **Lake St from Hawthorne Blv to Longwood Ter**

Ranking Computation

	2007 Awards	2007 Request
Tons VOC eliminated	634.2024	634.2024
Cost	\$ 307,230	\$ 576,627
\$/Ton VOC eliminated	\$ 484	\$ 909
Rank	5	6

Project Expenses

	Federal Share	Total	Federal %	Basis
2007 Awards	\$ 245,784	\$ 307,230	80.0%	Approved Project
2007 Request	\$ 461,302	\$ 576,627	80.0%	Letter from Sponsor
Increase Amount	\$ 215,518	\$ 269,397		

FY 2007 CMAQ Program

ID	Facility to be Improved	\$/Ton Voc	Daily VOC			
			Elim. (kg)	2007 Select	2008 Select	2009 Select
Pedestrian						
BP04072693	Oak Park-Various Sidewalk Projects throughout Oak Park	\$18	2.67	\$226,030	\$226,029	\$0
BP04072688	Harwood Heights-Union Ridge Elementary School - Pedestrian Facility Improvement Plan	\$23	0.38	\$82,400	\$0	\$0
BP03072691	Des Plaines-Mount Prospect Rd & Wolf Rd Sidewalks	\$147	0.13	\$24,000	\$160,000	\$0
BP08072703	Westmont-2007 Miscellaneous Sidewalk Connectivity Part 3	\$272	0.19			
BP10072697	Mundelein-Lake St from Hawthorne Blv to Longwood Ter	\$484	0.05	\$245,784	\$0	\$0
BP08072686	Addison-Mill Rd Bridge Sidewalk Project	\$505	0.04	\$15,640	\$15,640	\$173,920
	Mundelein-Lake St from Hawthorne Blv to Longwood Ter w/ revised cost	\$909				
BP06072696	Blue Island-Vermont St Corridor	\$945	0.04			
BP07072699	Oak Forest-Oak Forest Sidewalks to Metra Station	\$1,022	0.05	\$13,600	\$508,000	\$0
BP04072702	Northlake-Wolf Rd Sidewalks at Soffel Ave	\$1,513	0.02	\$28,000	\$24,000	\$264,000
BP02072785	Glenview-Wagner Rd from Winnetka Rd to East Lake Ave	\$1,605	0.02	\$225,800	\$0	\$0
BP11072690	Crystal Lake-Erick St Sidewalks	\$1,754	0.00	\$69,000	\$0	\$0
BP10072700	Deerfield-Deerfield Rd Sidewalk Improvements and Pedestrian Underpass	\$1,843	0.04	\$84,000	\$695,520	\$0
BP08072701	Oakbrook Terrace-22nd St Sidewalk from IL 56/Butterfield Rd to IL 83/Kingery Highway	\$2,285	0.02	\$49,226	\$328,180	\$0
BP05072698	Riverside-Burlington Northern Santa Fe Railroad Pedestrian Tunnel	\$5,072	0.06			
BP12072695	Plainfield-IL 59 Sidewalk Improvements	\$111,135	0.00			

Village of Hanover Park

Municipal Building
2121 West Lake Street
Hanover Park, Illinois
60133-4398

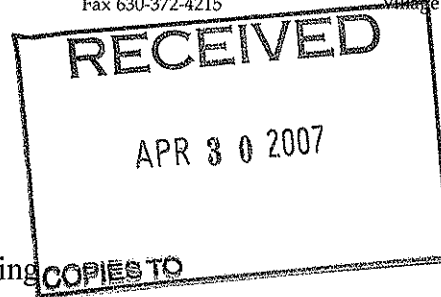
Robert D. Packham
Acting Village President

Sherry L. Craig
Village Clerk

630-372-4200
Fax 630-372-4215

Marc G. Hummel
Village Manager

April 25, 2007



Mr. Doug Ferguson
Chicago Metropolitan Agency for Planning
233 S. Wacker Drive – Suite 800
Chicago, IL 60606



RE: TIP Project 03-05-0003

Dear Mr. Ferguson:

The Village has decided not to pursue the TIP Project 03-05-0003 using CMAQ funds. We are moving forward using local funds only. After discussing this project with several consulting firms, it was discovered that the Village would have spent more funds on the required engineering than the grant was providing. Maybe it would be possible to investigate streamlining the process and required submittals for these types of smaller projects.

Please call me if you require additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "H. Killian".

Howard A. Killian, P.E.
Director of Public Works

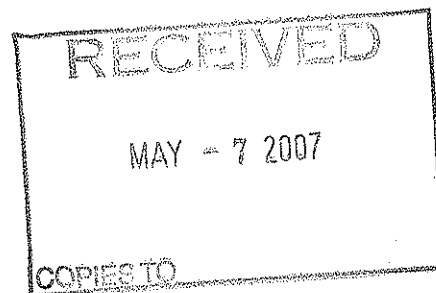
ck

The Village of Glenview

Capital Projects and Planning

April 30, 2007

Mr. Ross Patrosky
Chief of the CMAQ Program
Chicago Metropolitan Agency for Planning
233 South Wacker Drive
Suite 800, Sears Tower
Chicago, IL. 60606



Subject: TIP ID Number 02-94-0029
Techny Trail- Golf Road Overpass

Dear Mr. Patrosky,

As Indicated in the February 25, 2002 letter from your office, the Chicago Area Transportation Study's Committee has approved the Village of Glenview request for additional CMAQ funding. The federal share of \$200,000 was approved for the construction of this project. Although Phase II engineering drawings have been completed on this project, the construction of Golf Road Overpass is problematic at this time.

Sections of the Golf Road Overpass and Techny Trail extension (from Beckwith Road to Overlook Drive) are straddled on four (4) different properties/jurisdictions which include: Avon Corporation, Metra, the Village of Morton Grove and the Village of Glenview. Significant amount of time and effort was spent by the Village of Glenview trying to coordinate this overpass construction with the above referenced neighbors.

Unfortunately, the Village Board of Morton Grove recently opted to not construct this Techny Trail- Golf Road Overpass section within its jurisdiction. Currently we are evaluating the construction of other sections of the Techny Bike Trail. At this time we are of opinion that the Techny Trail segment between the existing bike trail section just north of Glenview Train station on the south end and Chestnut Avenue on the north end is a viable bike trail section. This trail section requires crossing of East Lake Avenue via the construction of an overpass bridge.

Subsequently, by this letter we respectfully request to shift the Golf Road Overpass grant money to the other East Lake Avenue Overpass, Techny Trail section. It is our intent to start the Phase II engineering for this East Lake Avenue Overpass by the end of this year and commence with the Overpass construction work in 2009.

We are grateful for your assistance with this project and believe it will be a useful addition to the community. We appreciate your consideration of our concerns. Should you have any questions or require any additional information, please call me at 847/486-5640

Sincerely,

A handwritten signature in black ink, appearing to read 'Eli Litay', written in a cursive style.

Eli Litay, P.E.
Design Division Engineer


547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

May 16, 2007

Mr. Ross Patronsky
Chief of the CMAQ Program
Chicago Metropolitan Agency for Planning
233 South Wacker Drive
Suite 800
Chicago, IL. 60606

Re: Ashburn Station Parking - SWS Line
Metra Project CZ3976
CATS TIP ID 18-05-0566

103rd and 115th St. Station Parking - RID
Metra Project CZ3974
CATS TIP ID 18-05-0564

Dear Mr. Patronsky,

Metra currently has \$400,000 which includes a 20% Metra match (\$320,000 Federal) in 2005 CMAQ funds for Ashburn Station Parking. The scope is to construct 100 parking spaces. Land for parking that was identified for the Ashburn Station Parking project is no longer available. As a result we are requesting that the Ashburn project be deferred.

Additionally we have received bids for the construction of parking at 115th and 103rd St. within the same FTA CMAQ grant. Evaluation of those bids indicates that there is a funding shortfall of approximately \$138,000. In view of this I request that \$138,000 be transferred from the Ashburn project to the 115th & 103rd St. Parking project to enable Metra to award the contract.

Federal funds to be transferred = \$110,400.

Sincerely,



Jack A. Groner, Senior Director
General Development

From: Thomas Weaver [tweaver@metrarr.com]
Sent: Thursday, May 24, 2007 9:26 AM
To: Ross Patronsky
Subject: Commuter Parking Project Changes

Importance: High

Attachments: CMAQBevBr.pdf
Ross:

Metra is hereby amending its May 16, 2007 request for budget and scope changes for commuter parking on the Southwest Service and Rock Island Beverly Branch lines.

Ashburn (TIP #18-05-0566, IL-90-X497, Metra Project CZ-3976)

As stated in our May 16, 2007 letter, land is no longer available at Ashburn for commuter parking, and the project cannot be constructed. However, Metra now proposes the transfer of all funds (\$400,000 total, \$320,000 federal share) from Ashburn to the parking projects discussed below.

103rd & 115th Street Station Parking (18-05-0564, IL-90-X497, CZ-3974)

This project was the subject of a 2005 grant in the amount of \$1,000,000 (\$800,000 federal share). Metra's December 14, 2006 letter to CMAP explained the reasons for the cost increases (additional scope items and overall costs of materials and labor).

As in our May 16 letter, Metra still proposes to transfer \$138,000 (\$110,400 federal share) from Ashburn to this project. Metra will construct a total of 82 spaces at various locations serving the 103rd and 115th Street stations. A portion of the costs will be for railroad safety flagging and utility relocation expenses. The new facilities will meet all City of Chicago and Metra design requirements.

99th Street Station Parking (18-04-0572, IL-90-X475, CL-3882)

This FY 2004 project was awarded a budget of \$675,000 (\$540,000 federal share). The reasons for cost increase are similar to those for 103rd Street and 115th Street. At 99th Street, these factors include unforeseen utility relocation costs, landscape ordinance requirements, and the escalating costs of material and labor subsequent to 2004.

Metra proposes the transfer of \$262,000 (\$209,600 federal share) from Ashburn to 99th Street. Metra will provide for the construction of 82 fully-improved parking spaces south of 100th Street; previous estimates of the number of spaces proved to be unrealistic, due to site

limitations and the requirements of the City of Chicago landscape ordinance. The new facilities will meet all City of Chicago and Metra design requirements.

I am sorry for the lateness of this request but respectfully request the approval of these changes. Metra has opened the bids for these projects and is ready to award and construct these long-overdue facilities, pending approval by the CMAQ Committee.

I will be present at the May 25 CMAQ Committee meeting to answer any questions. Thank you for your assistance.

Thomas Weaver
Director, Grant Development & Programming
Metra
tweaver@metrarr.com
(312) 322-6649 voice
(312) 542-8112 fax

Chicago Area Transportation Study

CMAQ Cost Increase Analysis

TIP ID: **18-05-0564**

Description: **Metra - 103rd and 115th St Station Parking - RID Beverly Branch**

Ranking Computation

	2005 Award	2007 Scope Change	2007 Scope & Cost Change
Tons VOC eliminated	3.6993	1.9237	1.5167
Cost	\$ 1,100,000	\$ 1,100,000	\$ 1,238,000
\$/Ton VOC eliminated	\$ 297,351	\$ 571,829	\$ 816,232
Rank	6	10	12

Project Expenses

	Federal Share	Total	Federal %	Basis
2005 Award	\$ 800,000	\$ 1,000,000	80.0%	Approved Project
2007 Scope Change	\$ 800,000	\$ 1,000,000	80.0%	Letter from Sponsor
2007 Scope & Cost Change	\$ 910,400	\$ 1,138,000	80.0%	Letter from Sponsor
Increase Amount	\$ 110,400	\$ 138,000		

Notes:

FY 2005 CMAQ Program

ID	Facility to be Improved	Total \$	Fed \$	\$/Ton Voc	Select
Commuter Parking					
CP11052328	Cary-Cary Station Parking - UPNW	\$185,000	\$148,000	\$70,880	\$148,000
CP03052322	Hanover Park-Hanover Park Station Commuter Parking - MDW	\$200,000	\$160,000	\$75,052	
CP13052392	CATS-Rideshare/Carpool Lots at Area Interchanges	\$1,750,000	\$1,750,000	\$226,615	\$350,000
CP07052346	Riverdale-Ivanhoe Metra Station Kiss 'n Ride Facility	\$71,600	\$57,300	\$243,207	\$57,300
CP06052369	Metra-Palos Heights/Worth Commuter Parking Lot	\$600,000	\$480,000	\$282,166	
CP01052372	Metra-103rd and 115th St Station Parking - RID Beverly Branch	\$1,000,000	\$800,000	\$297,351	\$800,000
CP01052371	Metra-Ashburn Station Commuter Parking - SWS line	\$400,000	\$320,000	\$328,405	\$320,000
CP08052356	Naperville-Naperville Park 'n Ride Lot - 95th and EJ&E	\$500,000	\$400,000	\$381,027	\$400,000
CP08052382	West Chicago-West Chicago Commuter Parking Lot - UP-W line and future STAR line	\$2,047,000	\$1,630,000	\$443,084	
CP07052359	Riverdale-Riverdale Station Parking	\$709,000	\$567,000	\$469,082	\$567,000
	revised rank with scope change	\$1,000,000	\$800,000	\$571,829	
CP06052375	Metra-Metra-Orland Park 143rd Street Station Parking-SWS	\$1,500,000	\$1,200,000	\$683,514	
CP08052323	Hinsdale-Hinsdale Station (Chestnut St) Commuter Parking - BNSF	\$1,450,000	\$1,160,000	\$714,674	\$1,160,000
	revised rank with scope and cost change	\$1,138,000	\$910,400	\$816,232	
CP01052370	Metra-Grayland station parking - MDN	\$340,000	\$272,000	\$1,116,957	
CP01052409	CTA-51st/Pulaski Park and Ride	\$4,006,639	\$3,205,311	\$1,126,096	
CP01052410	CTA-49th/Western Park and Ride	\$1,552,649	\$1,242,119	\$1,361,242	
CP01052408	CTA-Lawrence/Winthrop Park and Ride	\$1,461,024	\$1,168,819	\$1,372,128	
CP01052417	CTA-35th/Archer Park and Ride	\$1,526,288	\$1,221,030	\$1,866,480	
CP01052405	CTA-40th/Indiana Park and Ride	\$513,147	\$410,517	\$3,367,570	
CP01052416	CTA-Halsted/Archer Park and Ride	\$472,090	\$377,672	\$3,519,750	
CP10052345	Libertyville-Prairie Crossing Station Parking Expansion - NCS Line	\$270,000	\$216,000	\$4,821,670	
CP04052343	Maywood-Maywood - Metra Commuter Parking	\$348,000	\$278,400	No Benefit	

Chicago Area Transportation Study

CMAQ Cost Increase Analysis

TIP ID: **18-04-0572**

Description: **Metra – 99th St - Beverly Station Parking - RID Line - Beverly Branch**

Ranking Computation

	2004 Award	2007 Scope & Cost Change
Tons VOC eliminated	9.8577	5.3889
Cost	\$ 725,000	\$ 987,000
\$/Ton VOC eliminated	\$ 73,546	\$ 183,154
Rank	5	7

Project Expenses

	Federal Share	Total	Fed %	Basis
2004 Award	\$ 540,000	\$ 675,000	80.0%	Approved project
2007 Scope & Cost Change	\$ 749,600	\$ 937,000	80.0%	Letter from Sponsor
Increase Amount	\$ 209,600	\$ 262,000		

Chicago Area Transportation Study

TIP Division

Reranking of project 18-04-0572: Metra – 99th St - Beverly Station Parking - RID Line - Beverly Branch

		FY 2004 CMAQ Program - Commuter Parking			
CMAQ ID	Facility to be Improved	Total \$	Federal \$	\$/Ton VOC	Select
CP10041090	Metra-Ingleside Station Parking	\$175,000	\$140,000	\$17,749	\$140,000
CP12041105	Metra-Joliet Station Parking - RID and MHC Lines	\$700,000	\$560,000	\$25,561	\$560,000
CP08041103	Metra-Lombard Station Parking - UP-W Line	\$680,000	\$544,000	\$40,139	\$544,000
CP02041000	Glenview-Compass Rd - South Metra Commuter Parking Lot	\$1,074,150	\$859,320	\$55,922	
CP01041101	Metra-99th St - Beverly Station Parking - RID Line -Beverly Branch	\$675,000	\$540,000	\$73,546	\$540,000
CP09040787	Montgomery-Montgomery Park & Ride at US 30 and IL 31	\$3,250,000	\$2,600,000	\$75,190	
CP08041099	Metra-Hinsdale Station Parking - BNSF Line	\$2,200,000	\$1,760,000	\$174,956	
Project with scope and cost change		\$987,000	\$749,600	\$183,154	
CP01041092	Metra-Parking at Mont Clare, Mars, Galewood, and Hanson Park Stations - Milwaukee West Line	\$1,000,000	\$800,000	\$209,461	\$800,000
CP01041108	Metra-Grayland Station Parking - Milwaukee North Line	\$750,000	\$600,000	\$344,887	\$600,000



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

APR 26 2007

REPLY TO THE ATTENTION OF:

(AR-18J)

Ross Patronsky, Chief of CMAQ Program
Chicago Metropolitan Agency for Planning
233 South Wacker Drive, Suite 800
Chicago, Illinois 60606

Dear Mr. Patronsky:

Over the past several years, the United States Environmental Protection Agency (U.S. EPA) Region 5 has been working to address emissions from diesel vehicles through a program called the Midwest Clean Diesel Initiative (<http://www.epa.gov/midwestcleandiesel/>). This is a forum for groups in the Midwest interested in reducing emissions from this sector. At the same time, the U.S. EPA has been working at the national level with the Federal Highway Administration to provide information about clean diesel options and to identify diesel retrofits as a priority for the Congestion Mitigation and Air Quality (CMAQ) program.

There are many options to address emissions from diesel vehicles. The U.S. EPA is working to provide technical assistance on the emissions reductions, cost-effectiveness and implementation issues associated with various options. We would like the opportunity to discuss the options at your next CMAQ project selection committee meeting to both inform the process and to be available to assist if necessary. Please let us know when the meeting is scheduled.

If you have any questions, please contact Steve Marquardt, of my staff, at (312) 353-3214.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Mooney".

John Mooney, Chief
Criteria Pollutant Section

May 15, 2007

**Chicago Metropolitan Agency for Planning (CMAP)
REQUEST FOR PROPOSAL (RFP)
FOR PROFESSIONAL SERVICES PERTAINING TO
Post-Implementation Evaluation of Emissions Benefits of CMAQ Projects**

1. General Requirements and Information.

Chicago Metropolitan Agency for Planning (CMAP) invites you to submit your firm's qualifications to provide CMAP research consulting services. As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected submitters it determines can best meet the above requirements. As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Background

CMAP was created through legislation that unanimously passed both houses of the Illinois General Assembly and was signed into law by Governor Rod Blagojevich on August 8, 2005. The new agency is a consolidation of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). This new organization has combined the previously separate transportation and land-use planning agencies for northeastern Illinois into a single entity designed to protect natural resources and minimize traffic congestion as the seven-county region plans for the 21st Century and beyond. The CMAP board reflects the regional consensus that led to creation of CMAP, featuring representation from across the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

The Congestion Mitigation and Air Quality (CMAQ) Improvement Program is a federally-funded program of surface transportation improvements designed to improve air quality and mitigate congestion. The CMAQ Program was created in 1991 as part of the Intermodal Surface Transportation Efficiency Act, and continued in subsequent federal authorizations.

A wide range of types of projects receive CMAQ funding, including

- transit improvements
- shared ride services
- traffic flow improvements
- demand management
- bicycle and pedestrian projects
- alternative fuels
- inspection & maintenance programs
- freight services
- experimental pilots

- diesel retrofits
- anti-idling facilities.

CMAQ proposals are solicited in an annual cycle. Approximately 150 proposals are received in any one cycle. These proposals are then evaluated for their air quality benefits, and ranked according to their cost/kilogram of volatile organic compounds eliminated. The estimation of benefits is specific to each broad classification of proposal (bicycle, pedestrian, commuter parking, intersection improvements and bottleneck eliminations, and signal interconnects). Other types of proposals (transit improvements and “other”) estimate benefits using methods more tailored to the individual proposal. A summary of the current evaluation methods is given in Exhibit A.

Further information about the CMAQ Program is available on the CATS web site at <http://www.catsmpo.com/prog-cmaq.htm>.

Scope of Services

The work to be conducted under this RFP is to evaluate the actual impact on travel behavior of CMAQ projects in northeastern Illinois as implemented. The behavior of interest is the behavior relevant to emissions benefits for the particular type of projects – e.g., trips eliminated and trip length, trips diverted and trip length change, change in speed. In this effort bicycle, pedestrian, commuter parking, intersection improvement/bottleneck elimination and signal interconnect projects will be evaluated.

Part One: Develop Research Plan

- A. Design data collection and analysis method for each project type to be evaluated.
- B. Identify a sample of projects of each type to be evaluated.
- C. Develop sampling plan for each project.
- D. Develop a timeline for field work, data analysis, report and final presentations.

Part Two: Conduct Field Work

- A. Upon acceptance of the research plan, implement field work portion of the plan according to the established timeline.
- B. Provide a report documenting the field work, including actual field work schedules, response rates, revisions to the research plan taken in the field, and any other information necessary to assess the quality of the data collected.

Part Three: Data Analysis and Reports

- A. Enter and analyze data; provide a dataset that can be used by CMAP staff for subsequent analyses.
- B. Complete a report summarizing and analyzing the actual impacts on travel behavior of each type of project. Prepare a presentation of the report for use before CMAP committees.

Consultant Selection Timetable

Issue request for proposals:	May 15, 2007
Deadline for submission of proposals:	May 30, 2007
Selection of consultant:	June 12, 2007

Required Services/Product Specifications

- Research plan, as described in Part One.
- Complete dataset for subsequent analysis by CMAP staff.
- Report documenting the field work.
- Report analyzing and summarizing actual travel impacts.
- Final presentation(s) to CMAP committees, including, but not limited to the CMAQ Project Selection Committee, Transportation Committee, and Programming Coordinating Committee.

Technical Proposal Contents:

In order to be considered, all proposals must contain the following:

- A statement of qualifications and indication of relevant experience of the firm, as well as specific individuals who will be responsible for execution of the project, including the qualifications of any sub-providers named in the proposal.
- A program of proposed work specifications at a level of detail sufficient to indicate the provider's complete understanding of and responsiveness to the required Scope of Services.
- A task-by-task timetable and estimated cost. Costs will be broken down by direct labor, overhead, travel, supplies, and other appropriate categories. For each person who will be participating in the project, indicate the person's title, task assignment, hours, and compensation rate.

Proposal Evaluation:

The following criteria will be taken into account for the purposes of evaluating and selecting a service provider:

- Demonstrated qualifications of the bidding firm in the field.
- Qualifications of personnel to be assigned to the engagement.
- Responsiveness of the proposal to the Scope of Services.
- Estimated hours of effort and proposal cost.

Proposal cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation process. An in-house CMAP staff committee will make the section decision. Bidders who are deemed most responsive may be asked to answer questions from the committee.

2. Submission of Request for Proposals.

***All submissions must be received at CMAP on or before 3:00 p.m., May 30, 2007**
Submission of RFPs by fax or e-mail is not acceptable. Submissions may be delivered to CMAP as follows:

In person or by a means other than the U.S. Postal Service or using the U.S. Postal Service.

Submission shall be submitted to the following:

Chicago Metropolitan Agency for Planning
Attn: Bid Officer
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

Submissions must be in a sealed package or envelope. The submitter's company name and address shall appear in the upper left corner of the package. In addition to being properly addressed, the front of the package/envelope shall be clearly marked as follows:

“Response to RFP - Post-Implementation Evaluation of Emissions Benefits of CMAQ Projects”

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Questions may be referred to Ross Patronsky at 312-386-8796.

3. Content of Proposal Submissions. Submissions should include the following and be submitted in the order presented:

- a. Cover Letter. Indicate the submitter's interest in entering into a contract with CMAP for the services CMAP requires as described in this Request for Proposals. Include a certification that states you agree to exert your best efforts in fulfilling your responsibilities under a contract to support CMAP with the required services as described herein.
- b. Current Clients. A list of current clients and the nature of the work being performed for each of them, accompanied by the name and contact information of someone who CMAP may contact regarding the client's project.
- c. Technical Proposal. Provide a detailed technical proposal that includes the information as specified above.
- d. References. Provide at least three names, addresses and phone numbers of individuals able to discuss performance and reputation of the firm relative to the work specified in this RFP.

4. Additional Submission Requirement. The submitter shall also sign and submit the “Certificate of Compliance Regarding Workers' Compensation Insurance,” Attachment 3 hereto.

5. Reservation of Rights. CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this RFP at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFP.
- e. Award a contract without negotiations or discussions.

6. Contractual Agreement. The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Attachment 1 hereto, and Special Provisions, Attachment 2 hereto, which will apply to the contract.

Attachment 1

GENERAL PROVISIONS APPLICABLE TO CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR PROPOSALS

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

1. Complete Agreement.

a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

2. Chicago Metropolitan Agency for Planning Designee. The Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.

4. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful

Attachment 1

misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

5. Order of Precedence. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the qualifications submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.

6. Invoice Submission. Based on services performed, Contractor may submit invoices as frequently as once a month. They should be submitted to the attention of Ross Patronsky, Project Manager, Chicago Metropolitan Agency for Planning, 233 S. Wacker Drive, Suite 800, Chicago, Illinois 60606.

7. Changes. By written notice, CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

8. Interest of Employees. No board member, officer, or employee of CMAP, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Chicago Metropolitan Agency for Planning has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than CMAP, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

9. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

10. Assignment of Contract. The performance of part or all of this Contract may not be delegated or assigned except upon written consent of CMAP's Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such Board of Directors consent.

11. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the County of Cook in Illinois.

12. Remedies/Breach of Contract. Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

Attachment 1

13. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

14. Termination for Convenience. The performance of work under this contract may be terminated by CMAP in accordance with this clause in whole, or from time-to-time in part, whenever CMAP shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by CMAP, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- d. Assign to CMAP in the manner, at the times, and to the extent directed by CMAP, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case CMAP shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CMAP, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to CMAP and deliver in the manner, at the times, and to the extent, if any, directed by CMAP the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to CMAP;
- g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by CMAP, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by CMAP, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by CMAP to the Contractor under this contract shall otherwise be credited to

Attachment 1

the price or cost of the work covered by this contract or paid in such other manner as CMAP may direct;

h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;

i. Take such action as may be necessary, or as CMAP may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which CMAP has or may acquire an interest.

j. After termination, the Contractor shall submit a final termination settlement proposal to CMAP as directed. If the Contractor fails to submit a proposal within the time allowed, CMAP may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, CMAP and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, CMAP may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

15. Termination for Default.

a. CMAP may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the CMAP may authorize in writing) after receipt of notice from the CMAP specifying such failure.

b. If the contract is terminated in whole or in part for default, CMAP may procure, upon such terms and in such manner as CMAP may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to CMAP for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

Payment for completed supplies delivered to and accepted by CMAP shall be at the contract price. CMAP may withhold from amounts otherwise due the Contractor for such completed supplies such sum as CMAP determines to be necessary to protect CMAP against loss because of outstanding liens of claims of former lien holders.

Attachment 1

d. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CMAP. The rights and remedies of CMAP provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. Disputes.

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CMAP's Deputy Executive Director for Finance and Administration, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy Executive Director for Finance and Administration shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Deputy Executive Director for Finance and Administration a written appeal addressed to CMAP's Executive Director. The decision of CMAP's Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of CMAP's Deputy Executive Director for Finance and Administration. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CMAP official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of Illinois.

17. Attorney Fees. In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

18. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

Attachment 2

SPECIAL PROVISIONS FOR CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR PROPOSALS

1. Option to Renew Contract. In consideration of the contract, the Contractor hereby grants to CMAP the options to extend the service provided by the Contractor under the contract for up to three one-year periods. The option for each year may be exercised separately in writing at any time on or before sixty (60) calendar days prior to expiration of the contract period awarded to that time. Compensation related to each option year shall be included in the original contract.

Prior to exercising an option, CMAP shall serve notice to the Contractor of its intention to extend the contract into and through an additional one-year period. Such notice shall not be deemed to commit CMAP to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of the current contract period.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of the contract, as amended.

Additionally, it shall be mutually understood and agreed that: 1) CMAP is under no obligation to exercise the option(s); 2) No representations have been made by CMAP committing it to exercise the option(s); and 3) CMAP may procure such option requirements elsewhere. Such option(s) may be exercised by modification of the contract, letter notification or by issuance of a new contract.

2. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 3 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

Attachment 3

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

“I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.”

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Exhibit A

Northeastern Illinois CMAQ Program Air Quality Impact Evaluation Methods - Summary

- 1) Evaluation Process
 - a) Each type of project is ranked against its peers. Projects of different types are not directly compared.
 - b) The Selection Committee, following staff recommendation, determines the method for each type of project.
 - i) Some projects do not lend themselves to uniform methods. These are evaluated individually.
 - ii) Demonstration projects are not evaluated for air quality impacts.
 - c) CMAP staff performs the analysis for most projects.
 - i) Information is taken from the application.
 - ii) A spreadsheet is used for the actual analysis.
 - iii) The primary items estimated are speed improvements (for traffic flow improvements and signal interconnects) or trips eliminated/diverted (for bicycle, pedestrian, and transit improvements).
 - (1) Trips eliminated are taken wholly by the new mode.
 - (2) Diverted trips are partially on the previous mode, partly on the new mode (e.g., park-and-ride trips)
 - iv) All project types use a life expectancy to determine total emissions eliminated. The expected life varies with the type of project.
 - v) All project types use tables of VOC and NO_x reductions derived from MOBILE6 analyses.
 - (1) The tables are based on speed and the year – greater speeds produce lower emissions, and emission rates decline in the future.
 - (2) The tables also distinguish between light duty vehicle (automobile/SUV) emissions and all vehicles combined emissions (i.e., trucks are included)
 - (3) Running emissions are distinguished from total emissions. Running emissions do not include hot soak, cold start and other emissions that occur when the vehicle is stopped or just starting. Running emissions correspond to trips diverted; total emissions correspond to trips eliminated.
- 2) Individual Evaluation Methods
 - a) Traffic Flow Improvements
 - i) Intersection Improvements and Bottleneck Eliminations.
 - ii) Existing and proposed intersection geometry is given on HCM Input Module Worksheets.
 - iii) Intersection data is modeled in CORSIM traffic simulation software.
 - iv) Average speeds for pre-project and post-project geometry are obtained to calculate emission reduction. The emission rates used are average running VOC emissions rates for all vehicle types combined.
 - b) Bicycle/Pedestrian Facilities
 - i) Using GIS software, the general population, working population, and university workers are calculated in a 1-mile buffer zone around each project.

Exhibit A

- ii) Census data for the block groups that cover the buffered area are apportioned to generate the demographics needed.
- iii) Population density is used to determine the diversion rates and use factors. This method follows a model developed by the Pennsylvania DOT
- iv) The diversion rates and use factors are used to estimate VMT eliminated.
- v) VMT eliminated is used to calculate the emissions reductions for the project. The emission rates are total VOC for automobiles.
- c) Signal Interconnects
 - i) Townships that have a project or part of a project within their boundaries are located.
 - ii) Traffic growth factors are established for the areas affected by the signal interconnect based on township growth factors.
 - (1) The growth factors are based on expected VMT growth in each township from 1999 to 2030 (the current plan year)
 - (2) Projects that extend across townships use a growth factor averaged from the townships involved.
 - iii) The traffic growth factor is then used to forecast future traffic volumes for the interconnect.
 - iv) A standard speed improvement of 20% is assumed.
 - v) The future traffic volumes and traffic speeds are used to calculate the VOC reduced for the life of the project based on average running VOC emissions rates for all vehicle types combined.
- d) Transit Improvements
 - i) New or expanded services are evaluated based on trips eliminated or diverted from autos.
 - (1) Estimate ridership increase
 - (a) Based on survey data if available
 - (b) Ridership on comparable services can also be used
 - (c) Journey to work data can be applied to new services
 - (2) Estimate percentage of trips eliminated/diverted
 - (3) Estimate auto occupancy factor (typically the regional average)
 - (4) Estimate the length of the eliminated/diverted trips
 - (a) Preferably based on the length of the auto trip if known (typically the case for park-and-ride facilities)
 - (b) Use the average trip length of the replacement mode (average bus, train bicycle or pedestrian trip length)
- e) Park-and-ride facilities
 - i) The net number of new spaces is requested in the application
 - ii) Occupancy rates are based on actual use for an existing location.
 - (1) If the occupancy of an existing lot is less than 85%, no benefit is expected.
 - (2) If the occupancy is 85% or more, the benefit is based on the net number of new spaces.
 - iii) New projects use standard occupancy rates - 78% suburban, 92% Chicago, times the number of new spaces
 - iv) The trip length is determined by the expected line-haul length of the trip – typically the distance from the location to downtown Chicago.
 - v) VOC and NOx emission rates are based on automobile running rates.