



STRUCTURAL

June 13, 2017

Mr. John Youkhana
Assistant Director
Parking and Mobility Services
The Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

PHONE: (708) 358-5754
FAX: (708) 358-5119

Dear Mr. Youkhana:

Pursuant to your request, **Larson Engineering, Inc. (LEI)**, acting as an independent contractor to the Client addressed above, respectfully submits the following Proposal of engineering services.

PROJECT

Garage Repair Documents
North Scoville Avenue Parking Garage
526-564 Lake Street
Oak Park, IL

LEI Project No.: 21170000.400

PROJECT DESCRIPTION

It is LEI's understanding that the proposed Project is to consist of recommended repairs to the captioned precast concrete parking structure as indicated in recent assessments by Larson Engineering, Inc. and Walker Parking Consultants.

SCOPE OF ENGINEERING SERVICES

Provide structural engineering services (Services) as follows:

PHASE I – CONSTRUCTION DOCUMENTS PREPARATION AND BIDDING

1. Prepare construction documents for the conditions identified during our condition assessment. Construction documents will consist of specifications to be prepared in general conformance with standard CSI format and Drawings (including Details) to be prepared in AutoCAD format.

2. Prepare instructions to bidders and a set of General Conditions that include site-specific instructions. We will incorporate Oak Park Standard Front End Documents into the project specifications.

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3. Prepare a bid form listing estimated quantities for the unit price work and lump sum repair work items. Bid Documents will request bidders' unit prices to be used for performing the work and alternative pricing forms, if needed.
4. Submit the Construction Documents in PDF format to you for review and comment. We will incorporate your comments into the Construction Documents.
5. Provide a list of qualified repair contractors to bid on the repairs.
6. Assist and be present at a pre-bid conference to answer questions by the contractors and review the limitations and extent of work required by the repair documents.
7. Answer technical questions during the bidding process and issue addendums, if necessary.
8. Assist in the evaluation of the bids and selection of the winning contractor.

PHASE II – CONSTRUCTION ADMINISTRATION SERVICES

1. Conduct a preconstruction conference at the construction site to review each work item, quality control and phasing of the repair work to be done.
2. Review shop drawings, material sample submittals, test results, and material submittals for conformance with the intent of the design documents.
3. Perform part-time on-site construction observation of repair work and furnish reports to the Owner. This proposal assumes up to a total of fourteen (14) site visits during construction.
4. Participate in monthly project progress meetings via conference call or in person (when coordinated with a site visit).
5. Coordinate with the Owner and contractor during repair work to help resolve technical or design issues that may arise related to the construction.
6. Review and process contractor payment applications.
7. Perform a punch list walkthrough and prepare a document outlining items requiring correction at Substantial Completion of the project.

BASIS OF PROPOSAL

This Proposal is based upon the Request For Proposal received by LEI from Client on June 9, 2017. If the Project requirements are revised from those described above, the Fees proposed below may need to be reevaluated.

CLIENT RESPONSIBILITY

Client shall provide LEI with the following:

- Access to existing building structure as determined by LEI,

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- Copies of all available existing building construction documents.

SCHEDULE

Services shall follow a mutually agreed upon schedule at Project commencement. LEI's schedule shall not begin until LEI has received a signed Proposal from Client and sufficient design information to begin our Services. LEI requests a one week notice prior to Project start up.

FEES

We propose to perform the Services described herein for a fee of **FIFTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$58,500.⁰⁰)**, in accordance with our standard Terms and Conditions.

Additional Services beyond the Scope of this Agreement including but not limited to:

- Evaluation of Contractor proposed alternate repair details/systems differing from those specified or allowed for in the Construction Documents,
- Site visits during construction in excess of the number included above,
- Engineering and Drafting of remedial repair details for conditions encountered during construction that were hidden or could not be reasonably anticipated,
- Preparation of a 3-dimensional Building Information Model (e.g. Autodesk Revit),
- As-Built or Record Drawings,

shall be charged at LEI's annually adjusted hourly rates in effect at the time of the Additional Service or at a negotiated lump sum fee. LEI's current hourly rates are as follows:

Principal	\$230.00/hr	Engineer 3	\$126.00/hr
Department Head	\$175.00/hr	Engineer 2	\$114.00/hr
Senior Project Manager	\$161.00/hr	Engineer 1	\$105.00/hr
Project Manager	\$134.00/hr	CADD Technician	\$99.00/hr

Additional Services will be commenced only after written authorization to proceed is received from Client.

Reimbursable Expenses, to be charged at 1.10 times cost, shall include the following:

- Printing charges above in-progress coordination prints,
- Express Mail/Messenger Service/UPS Service,
- Mileage/travel expenses associated with Additional Services.

This Proposal shall remain in effect for 60 days of the date hereof.

TERMS AND CONDITIONS

1. **Retainer:** A retainer in the amount of **\$5,000.00** shall be paid to LEI prior to commencement of Services.
2. **Invoicing:** Invoices shall be rendered monthly in proportion to Services performed.

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3. **Payment:** Invoices are due and payable 15 days after Client receives payment but no later than 30 days after receipt of LEI's invoice. Client shall notify LEI in writing when payment of LEI invoices will exceed 60 days. Should payment of LEI invoices exceed 60 days, payment will be considered past due and LEI may exercise its right to file a Mechanics' Lien against the property including interest and recovery of collection costs.
4. **Acceptance of Invoice:** Client shall review LEI invoices promptly. Client shall notify LEI of any disputes with invoice within 10 business days of receipt of invoice. If Client fails to formally notify LEI of any disputes with any part of any invoice within 10 business days of receipt of invoice, entire invoice shall be deemed accepted. Disputes involving only portions of an invoice shall not relieve the Client of responsibility for prompt payment of any portion of same invoice that is not disputed.
5. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%). In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate.
6. **Attorney Fees and Collection Costs:** In the event it becomes necessary for LEI to refer an unpaid account to any attorney or collection agency, then in addition to any amount due to LEI, LEI will be entitled to recover its costs of collection, which includes reasonable attorney fees.
7. **Existence of Prime Contract:** Where Client is not also Owner, Client warrants that Client and Owner have entered into, or intend to enter into, prior to commencement of Project, a contractual agreement (Prime Contract) for services including Services provided under this Agreement. Client shall identify to LEI the name(s) of the Owner at the time of acceptance of this Proposal. Owner, as defined for the purposes of this Proposal, is one who has improved, intends to improve or has knowledge of proposed improvements to any tract or lot of land in which he/she has such an estate, right or interest.
8. **Document Ownership:** All original calculations, sketches, building models and/or drawings (Documents) prepared by LEI shall remain the property of LEI unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional service. Client shall not reuse or make any modifications to Documents without the prior written authorization of LEI. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless LEI from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of Documents by Client or any person or entity that acquires or obtains Documents from or through Client without the written authorization of LEI.
9. **Electronic Documents/Model Files Transfer:** Should Client require electronic drawing/model files be transferred to Owner, contractor and/or subcontractors for their use in or after construction, LEI will require an executed waiver of liability from recipient as well as a nominal transfer fee. Should Client establish a standard nominal transfer fee different from LEI's, LEI shall be notified of such at the time of execution of this Agreement.
10. **Information in a Timely Manner:** LEI reserves the right to withhold documents scheduled for bid/construction release if sufficient design information from Client, required for the production of accurate bid/construction documents, is not provided to LEI in a timely manner. LEI will not be responsible for coordination of information not provided to LEI in a timely manner.
11. **Information Provided by Others:** LEI shall indicate to Client the information needed for the rendering of Services hereunder. Client shall provide to LEI such information as is necessary for LEI to perform the Services defined above. LEI shall be entitled to rely upon the accuracy and completeness of said information. As such, Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable

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- attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in the information provided by Client to LEI.
12. **Building Information Modeling (BIM):** If Services include BIM, Client shall be responsible for coordination of the BIM models from each Architect/Engineer (A/E) design team discipline and shall provide LEI with background information necessary to develop LEI's portion of the BIM model prior to LEI's commencement of the model. Furthermore, Client shall obtain and provide to LEI, for our records, evidence of an executed agreement between Client and any other party outside of the Project's A/E design team that has been provided the BIM model. Such agreement shall include language indemnifying LEI from any and all claims, suits, liability, demands or costs arising out of or resulting from the use of said model (for purposes including quantity take-offs).
 13. **Record Documents:** Client shall provide LEI with an all-inclusive set of completed documents (drawings, specifications, etc.) at time of completion and all reissued documents at time of release.
 14. **Consequential Damages:** Notwithstanding any other provision of this Agreement, neither Client nor LEI shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or LEI, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
 15. **Acceptance By Performance:** The terms of this Proposal shall be considered accepted and shall be enforceable if any Services are provided by LEI upon the verbal or written direction of Client and no other form of agreement has been formally accepted by both parties to this Agreement.
 16. **Agreements:** This Proposal represents the entire Agreement between Client and LEI, and supersedes all previous oral and written agreements on the Project. LEI shall not be held to the terms of any other agreements or contracts, unless expressly made part of this Agreement and amended in conformance with the Terms and Conditions of this Proposal. Furthermore, changes to this Agreement are not considered binding unless received in writing and accepted in writing by both original signatories of this Proposal.
 17. **Assignments:** Client hereby warrants and represents that they will not transfer or assign this Agreement to any third party, directly, indirectly, by subrogation or operation of law without written consent from LEI. Furthermore, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either LEI or Client. Services under this Agreement are being performed by LEI solely for the benefit of Client. No third party is intended as a beneficiary of this Agreement or of the Services being performed by LEI pursuant to this Agreement.
 18. **Additional Insured:** Where Client, any affiliate of Client, owner, contractor, subcontractor, design professional or any other party (collectively herein "Additional Insured Parties") are required to be listed as an additional insured on any policy where LEI is the named insured, the Additional Insured Parties agree that LEI's obligations are limited to obtaining a certificate of insurance listing the applicable Additional Insured Parties as additional insured, and the Additional Insured Parties further agree that LEI has no responsibility for the decisions made by any insurer. LEI shall have no responsibility for providing coverage in the event that an insurer denies coverage for any reason.
 19. **Third Party Beneficiaries:** The parties to this Agreement understand and expressly agree that there are no direct or intended third party beneficiaries to this Agreement. The parties further understand and expressly agree that nothing contained in this Agreement is intended to create nor shall create a contractual relationship with or cause of action in favor of a third party against LEI.
 20. **Site Visitations:** If site visits are performed under this Agreement, then said visits are for the purpose of determining whether the construction work associated with this Agreement is in

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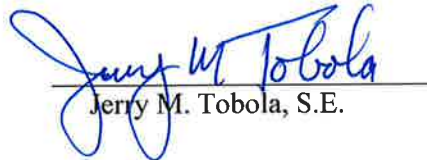
accordance with the Contract Documents. These site visits shall not constitute responsibility on the part of LEI for construction supervision nor construction means and methods nor devising, implementing or enforcing any safety precautions, and shall not relieve the Contractor and/or any subcontractors of any responsibilities in conjunction with their work, unless specifically stated within the Services of this Proposal. Unless specifically stated otherwise, site visits shall not be construed as a special inspection as defined by the International Building Code (IBC).

21. **Project Delay:** If Services covered by this Agreement have not been completed within 24 months of the date of this Proposal through no fault of LEI, the fees and hourly rates set forth herein shall be equitably adjusted. Should Project become inactive or LEI be instructed to cease performance of Services for a period longer than six months, a restart fee may apply. Should Project be delayed, LEI shall be compensated for Services performed, whether complete or partially complete, including time and expenses accrued up to LEI's receipt of Project delay notice from Client.
22. **Project Cancellation:** Should Project be canceled, LEI shall be compensated for Services performed, whether complete or partially complete, including all time and expenses accrued up to LEI's receipt of Project cancellation notice from Client. Hours accumulated prior to LEI's receipt of Project cancellation notice will be billed at LEI's standard hourly rates in effect at the time of notice. Upon receipt by LEI of final payment from Client, this Agreement will be considered terminated.
23. **Termination:** This Agreement may be terminated by either party upon not less than seven days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination for convenience by Client, LEI shall be entitled to recover all reasonable costs and expenses incurred up to the date of termination, plus all costs incurred to assemble and close Project files and documents.
24. **Liability:** To the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate, of LEI and of LEI's officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of LEI or LEI's officers, directors, partners, employees, agents and subconsultants, or any of them, shall not exceed the amount of Professional Liability insurance coverage available at the time of settlement or judgment, but in no case shall exceed \$1,000,000.

SUBMITTED



Nancy H. Ferrini, S.E.



Jerry M. Tobola, S.E.

ACCEPTANCE

To accept this Proposal as written, please execute by signing below and return a copy to LEI for countersigning by LEI. A fully executed copy will be returned to Client.

This Proposal shall become an Agreement only after execution by both parties.

By execution with signature below, signatory indicates that they have read, understood, and agree with the terms of this Proposal in its entirety and have the authority to enter into this

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Agreement on behalf of Client. By execution of this Agreement, Client agrees to compensate LEI for all Services performed in accordance with this Agreement, whether or not Client's client has formally agreed to the Services above.

Company: _____

Larson Engineering, Inc.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Client Project #: _____

JMT:ddl