

ORIGINAL

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND TERRA ENGINEERING, LTD.
FOR THE DESIGN OF THE OAK PARK AVENUE STREETScape AND UTILITY PROJECTS
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$998,577 TO \$1,121,790**

THIS AMENDMENT ("AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated December 20, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation, and Terra Engineering, Ltd., an Illinois corporation, is entered into this ____ day of December, 2024 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated December 20, 2023 ("Agreement"); and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services to include additional services associated with water and sewer main design on South Boulevard and in an alley beyond the original scope, electrical design for vehicle charging stations and lighting in the alley attached to the garage, fiber optic improvements, wayfinding signage coordination, sidewalk vault designs, surveying and easement acquisition, and public art integration; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$123,213 to the Contract Price for a total amount of \$1,121,790

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO AGREEMENT.** Section 2 and Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 2: Service of the Consultant

2.1 The Consultant shall provide the services set forth in the Consultant's Proposal and the Consultant's "Proposal for Supplemental Services" dated October 11, 2024, (collectively {hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

Section 3: Compensation for Services

3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant's Proposal in an amount not to exceed ~~\$998,577.00~~ \$1,121,790. The Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

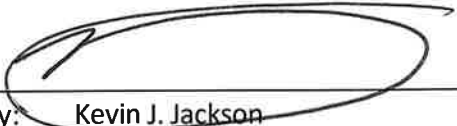
3. OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT. All other terms and conditions of the Agreement shall remain in full force and effect.

4. EFFECTIVE DATE. This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

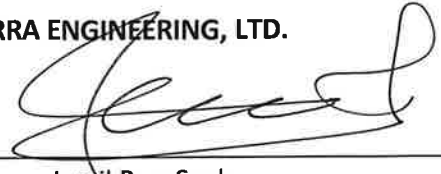
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Dated: December 9, 2024

TERRA ENGINEERING, LTD.


By: Jamil Bou-Saab
Its: Executive Vice President

Dated: 12/31, 2024

ATTEST


By: Christina M. Waters
Its: Village Clerk

Dated: December 10, 2024

ATTEST


By: Evelyn Lim
Its: Business Manager

 **TERRA**
ENGINEERING LTD.
225 W. OHIO STREET
4TH FLOOR
CHICAGO, IL 60654
T: (312) 467-0123 F: (312) 467-0220

Dated: December 3, 2024

REVIEWED AND APPROVED
ASTO FORM

DEC 03 2024


LAW DEPARTMENT

October 11, 2024
Revised October 25, 2024

Bill McKenna, PE
Engineer Division of the Public Works Department
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

Re: Oak Park Avenue Streetscape (TERRA #19-263-001)
Oak Park, Illinois
Proposal for Supplemental Services 001

Dear Bill,

Thank you again for your continued collaboration with us on this exciting project! Per your request, we provide the following proposal for supplemental design services for the Oak Park Avenue streetscape project. TERRA Engineering has been working with the Village through the design process in 2024 and has incorporated additional scope areas and expanded services into the project during that time. These services are described in detail below, broken down by the previously established tasks, and generally include additional administrative, management, and coordination efforts not specifically stated below:

Task 1 – Streetscape Design

- a. **Vault at 104 N. Oak Park Avenue:** A site visit, assessment, and engineering for the abandonment of an existing vault of an abandoned freight elevator in Hunter Court East at 104 N. Oak Park Avenue.
- b. **Wayfinding Coordination:** Coordinate with the Village's consultant to provide infrastructure for future wayfinding signage, designed by others.

Task 2 – Water and Sewer Main Design

- a. **N-S Alley at The Avenue Parking Garage:** Additional engineering design and documentation for new sewer replacements in the alley west of the parking garage.
- b. **South Boulevard West of Oak Park Avenue:** Additional engineering and documentation for utility replacements and site restoration west of the alley on South Boulevard and Oak Park Avenue.

Task 3 – Electrical Engineering

- a. **The Avenue Parking Garage Lighting:** Review of parking garage record drawings and lighting design and engineering for power and new façade lighting along the exterior of the west façade of the parking garage.
- b. **Additional Electric Vehicle Charging:** Planning and engineering of additional electric vehicle (EV) charging stations and power infrastructure.

Task 4 – Intersection Enhancements

- a. **Fiber Interconnect:** Conceptual engineering coordination for fiber interconnect from the scope area north to Chicago Avenue. Engineering assistance to incorporate into the 90% plans and specifications but ultimately removed from the scope of work and not further engineered.

Task 5 – Topographic Survey

- a. **South Boulevard West of Oak Park Avenue:** Additional topographic survey for utility replacements and site restoration west of the alley on South Boulevard and Oak Park Avenue.

b. **Easement Coordination**

Project management and surveying services to assist the Village in communicating with business owners and drafting temporary construction and permanent easement documents. We assume the Village will provide Title Commitments for all affected properties and TERRA will draft easement plats/exhibits to document the extent of easements. Anticipated properties include:

- i. **Temporary Construction Easement:** 105 S. Oak Park Avenue
- ii. **Permanent Easement:**
 - 101 & 105 N. Oak Park Avenue
 - 107 & 109 N. Oak Park Avenue
 - 113 N. Oak Park Avenue
 - 115 N. Oak Park Avenue
 - 137 N. Oak Park Avenue
 - 136 N. Oak Park Avenue

Task 6 – Public Engagement, Meetings and Website

a. **Artist Integration**

The artist solicitation process in the base scope of work assumed TERRA would assist the Village in issuing a single RFP per art installation. It was assumed this process would take approximately three months to complete. After collaborating with the Village's team, it was determined a two-phase approach would be best to solicit qualified artists. The following is a brief summary of the associated additional services:

- i. Extend the overall artist solicitation schedule from three months to six months.
- ii. Assist the Village and Oak Park Area Arts Council in developing a Request for Qualifications (RFQ – Phase 1) and review submittals from artists. Includes four (4) additional meetings with Village personnel to review solicitation documents and artist submittals.
- iii. Produce additional exhibits and collateral to assist in the RFP and artist review process.
- iv. Participate in additional design coordination meetings beyond the 90% submittal and incorporate design and engineering changes into the documents. This additional fee is covered under Task 1 and Task 3.

COMPENSATION

TERRA offers the above services at the fees outlined in the attached Cost-Plus Fixed Fee worksheet.

ADDITIONAL SERVICES

Changes to completed documents due to revised input or direction, change of project limits or scope and preparation of additional drawings shall be invoiced as an Additional Service, above what is described herein. Work will not be performed without your expressed, written consent. Estimates for additional services will be provided upon your request.

ACCEPTANCE

This proposal, with the signature of the appropriate personnel, constitutes acceptance of fee and terms as stated herein. The terms and conditions are per the previously executed agreement, dated December 04, 2023.

If you have questions or need clarification on the above, please do not hesitate to call. We look forward to working with you on this project and appreciate you including us on your team.

Sincerely yours,

TERRA ENGINEERING, LTD.



John C. Helfrich, PE, ENV SP
Senior Project Manager

Cc: Jamil Bou-Saab, TERRA Engineering
Rob Newell, TERRA Engineering

Attachments: 20241018 CECS.xlsx

ACCEPTED BY

Date: _____

Printed Name: _____

Signed Name: _____

Title: _____

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM
PROJECT
PRIME/SUPPLEMENT

TERRA Engineering Ltd
Oak Park Ave Streetscape Design
Prime

OVERHEAD RATE 165.43%
COMPLEXITY FACTOR 0.035

DATE

DBE
DROP
BOX

TASK	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)
1. Streetscape Design	142	5,988	9,905	0	1,748			17,641
2. Water and Sewer Main Design	110	4,654	7,700	0	1,359			13,713
3. Electrical Engineering	108	4,723	7,813	0	1,379			13,915
4. Intersection Enhancements	40	1,773	2,933	0	518			5,223
5. Topographic Survey	130	4,305	7,122	0	1,257			12,684
6. Public Engagement, Meetings and Website	84	4,184	6,922	0	1,222			12,328
7. Administration	0	0	0	0	0			0
Subconsultants								
Design Workshop						47,710		47,710
Hines, Inc. (Irrigation)						0		0
H.W. Lochner						0		0
a5 Communications						0		0
TOTALS	614	25,627	42,394	0	7,482	47,710	-	123,213

ORIGINAL



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 20th day of December, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Terra Engineering, Ltd., an Illinois limited liability corporation (hereinafter referred to as the "Consultant"). The Village and the Consultant may, at times, be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Village intends to have professional services performed by Consultant related to the design of the Oak Park Avenue Streetscape Project, pursuant to the Consultant's Proposal dated November 20, 2023, attached hereto and incorporated herein by reference (hereinafter referred to as the "Consultant's Proposal"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. RECITAL INCORPORATED.

1.1. The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT AND TERM OF AGREEMENT.

2.1. The Consultant shall provide the services set forth in the Consultant's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subconsultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Consultant's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. The Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Jamil Bou-Saab as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its authorized representative by providing the Village with written notice of such change, which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits, and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of the Services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant's Proposal in an amount not to exceed \$998,577.00. The Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement or in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to the Consultant or the time required for performance of any Services under this Agreement, whether or not changed by any

order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include: (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; and (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) any Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) any damage for which the Consultant is liable under this Agreement; (3) any claims of subconsultants, suppliers, or other persons performing the Consultants Services; (4) any delay in the progress or completion of the Services; (5) any inability of the Consultant to complete the Services; (6) any failure of the Consultant to properly complete or document any pay request; (7) any other failure of the Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies as set forth in this Agreement. The Village must notify the Consultant of the cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amounts due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement (the "Final Payment"). The acceptance by the

Consultant of the Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for the Final Payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of the Services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either Party if the other Party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating Party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination shall be effective unless the terminating Party gives the other Party: (1) not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate; and (2) an opportunity for a meeting with the terminating Party before termination.

4.3. If this Agreement is terminated by either Party, the Consultant shall be paid for any Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications, and other documents created by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, but only to the extent caused by the negligence of the Consultant, its subconsultants, or their respective employees.

6. INSURANCE.

6.1. The Consultant shall at the Consultant's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at

least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require all of its subconsultants to secure and maintain insurance as set forth in this Section 6 and to indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual, and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$1,000,000.00 \$2,000,000.00
Personal Injury	\$1,000,000.00 \$2,000,000.00
- iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide any Services, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment

required to be licensed, covering personal injury, bodily injury, and property damage.

- ii. Limits:
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

6.4. The Consultant understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep, and save harmless, and to defend the Village, its officers, officials, employees, agents, and volunteers as herein provided. The Consultant waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents, and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or

insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands, or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's Services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Consultant thereof within one (1) year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, or any other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

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

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes, and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement (the "Documents") shall be and remain the property of the Village upon completion of the Services and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date of such destruction. The destruction date shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require the Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records, and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection, and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional, and other materials which include the Consultant's Work Products.

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to any FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request due to the Consultant's request to the Village to utilize a lawful exemption available under FOIA.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing services to any other public or private entity or person. In the event that the Consultant provides services to a public or private entity or person, the Village, at its sole discretion, may determine that such services conflict with the Services to be provided to the Village by the Consultant, and the Village may select another consultant to provide such services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after the Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from the Consultant, whether or not previously approved, or may recover from the Consultant any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

14.2. In addition to the above, if the Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remain incomplete. This amount is not a penalty, and the Parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions, and promises between the Parties, and it supersedes all prior negotiations, statements, or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, email, or facsimile transmission to the persons and addresses indicated below or to such other

addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Email: bmckenna@oak-park.us

If to the Consultant:

Jamil Bou-Saab
Terra Engineering, Ltd.
225 West Ohio Street, 4th Floor
Chicago, Illinois 60654
Email: jbousaab@terraengineering.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email or facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS/FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original, and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the Parties as set forth below.

23. AUTHORIZATIONS.

23.1. The Consultant's authorized representatives, who have executed this Agreement, warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective Party.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, order of protection status, or physical or mental disabilities that do not impair the ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.


24.2. In the event of the Consultant's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act, or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it or on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, order of protection status, or physical or mental disabilities that do not impair the ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

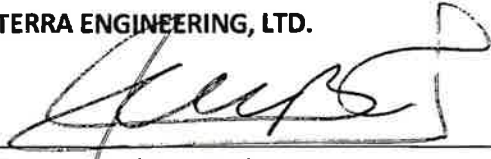
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Date: December 5, 2023

TERRA ENGINEERING, LTD.


By: Jamil Bou-Saab
Its: Executive Vice President

Date: December 15, 2023

ATTEST


By: Christina M. Waters
Its: Village Clerk

Date: 12/6, 2023

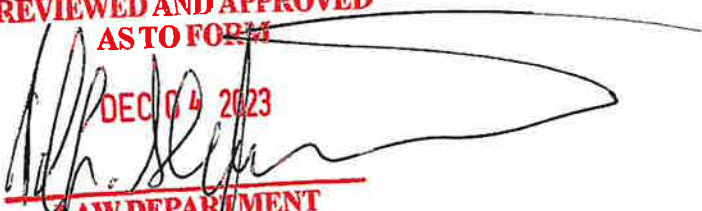
ATTEST


By: Evelyn Lim
Its: Business Manager


225 W. OHIO STREET
4TH FLOOR
CHICAGO, IL 60654
T: (312) 467-0123 F: (312) 467-0220

Date: 12/20, 2023

**REVIEWED AND APPROVED
AS TO FORM**


DEC 04 2023
LAW DEPARTMENT

Proposal To: The Village of Oak Park

Oak Park Avenue Streetscape Project

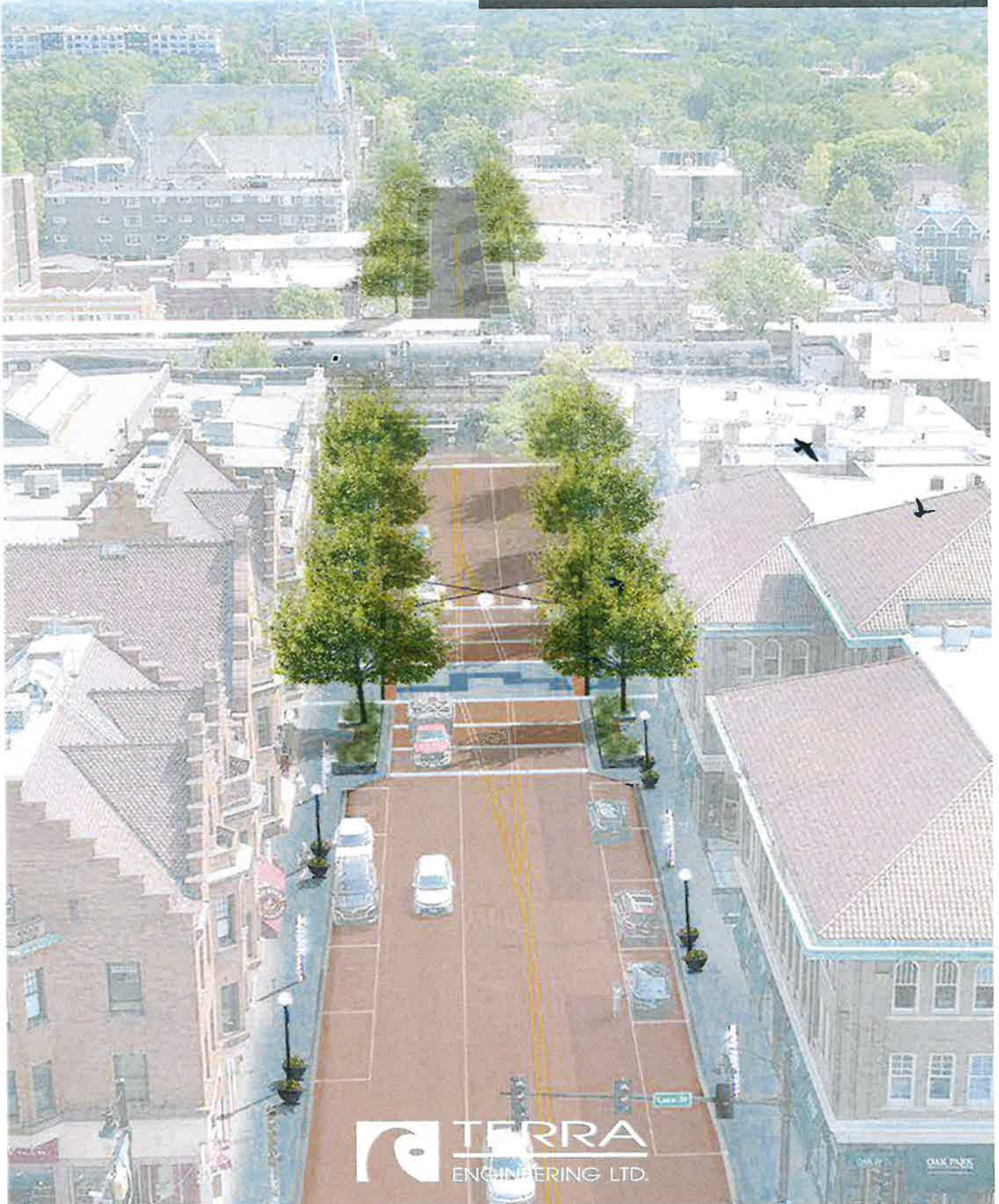
11/20/2023

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COVER LETTER



TERRA
ENGINEERING LTD.

November 13, 2023



Bill McKenna, PE, Village Engineer
Engineering Division of the Public Works Department
Village of Oak Park
201 South Blvd.
Oak Park, IL 60302

Re: Oak Park Avenue Resurfacing, Utility, and Streetscape Projects

Dear Mr. McKenna,

Thank you for considering the TERRA Engineering, Ltd. (TERRA) team to continue supporting your Oak Park Avenue corridor improvement plan. As our team of experienced professionals completes the project's schematic design, we feel confident in our abilities to progress onto the next phase to complete design development, construction documents, and bidding services that will capture the vision Village of Oak Park (the Village) has conceived for the streetscape.

We are local and proud to be an active part of this community. Our technical expertise and public involvement experience, combined with our decades long working relationship with the Village, allow us to provide the service and attention to detail that no one else can match. We continue to take that responsibility seriously will prioritize the collaboration between TERRA and the Village to find the right solutions for the community.

As you know, TERRA is a woman-owned, full-service civil engineering firm with over 30 years of experience. We believe that our past successes in Oak Park in tandem with our thorough understanding of this Oak Park Avenue project will provide a significant advantage to you. Our experience and performance on the schematic design of this project will enable TERRA to hit the ground running with a cohesive team that fully understands the culture, objectives, and nuances inherent to the expectations for this project.

We propose a team of John Helfrich, PE, ENV SP and Rob Newell as Project Managers to continue delivering personalized and attentive project management to the project. In addition, **Design Workshop, Inc. (DW)** will continue to provide their national streetscape and landscape design experience, **a5 Branding and Digital (a5)** will continue to provide their local insight by guiding the public relations and engagement efforts, **H.W. Lochner (Lochner)** will continue to bring their structural expertise to evaluate improvement to the existing viaduct.

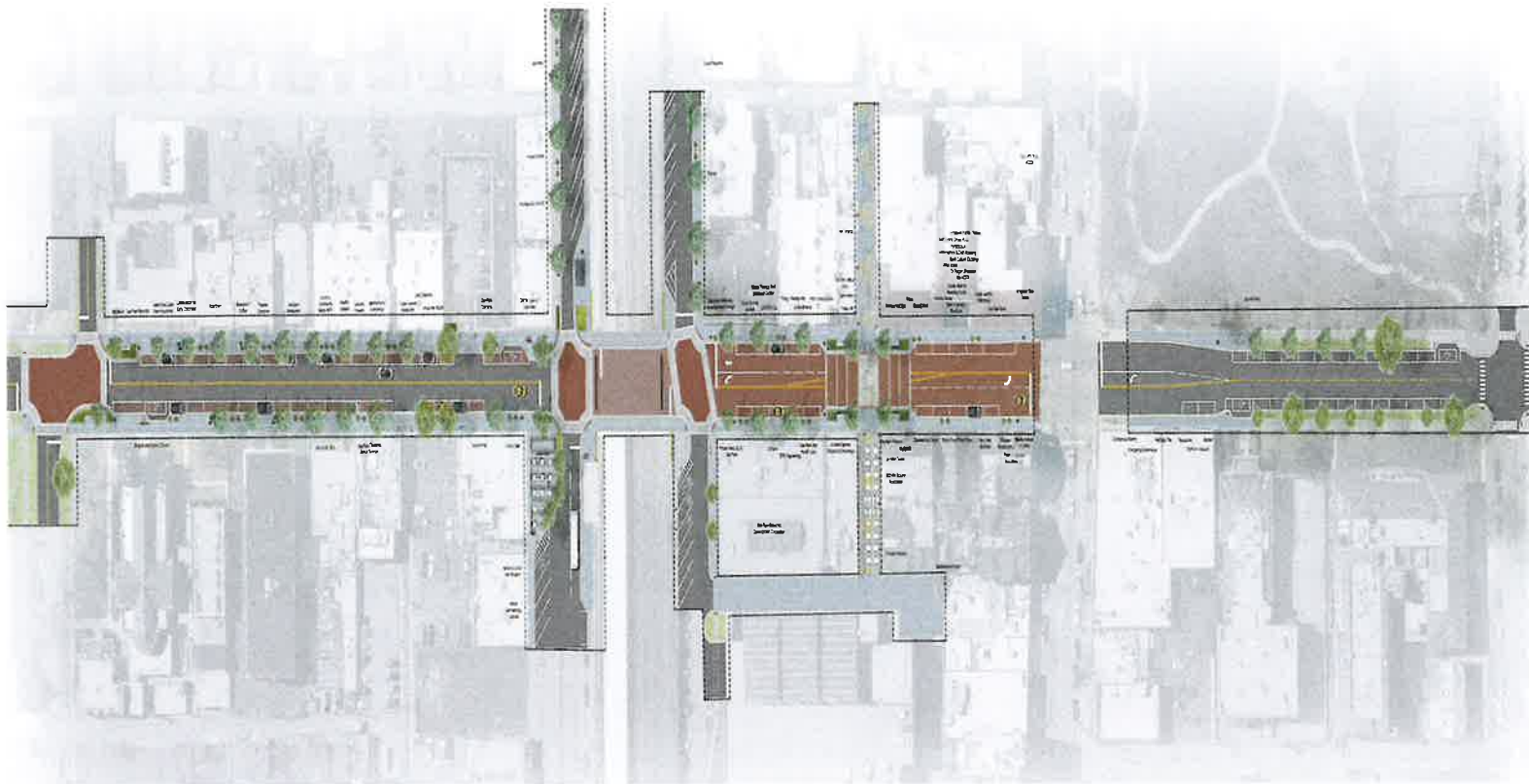
TERRA welcomes the opportunity to further discuss our ongoing involvement in this Oak Park Avenue corridor improvement plan with you. We are dedicated to providing an innovative approach for implementing the utility, roadway, and streetscape enhancements that will be enjoyed by all.

A handwritten signature in black ink, appearing to read 'Jamil Bou-Saab', with a stylized flourish at the end.

Jamil Bou-Saab, Vice President

PROJECT APPROACH





PROJECT APPROACH

We understand the Village is proceeding with the development of design documents and procurement for the Oak Park Avenue Streetscape Project through their Hemmingway District. TERRA is excited for the opportunity to leverage our interdisciplinary team's background on this project and our institutional knowledge of the Village to move this project through this next key phase of development.

To assist us in this effort, we have maintained a diverse Design Team comprised of engineers, landscape architects, lighting designers, surveyors, irrigation designers, and community outreach consultants. We will continue to leverage the expertise of our entire team to provide you with a beautiful and resilient streetscape that exceeds the goals of the Village.

General

Team Structure/Management

TERRA Engineering, Ltd. (TERRA) will lead the effort on this project, led by a team of managers including Senior Project Manager, **John Helfrich, PE, ENV SP** and Senior Project Designer, **Rob Newell**. John and Rob will manage TERRA's internal team of surveyors, engineers, and technical experts as well as **Design Workshop, Inc. (DW)** and their team of landscape architects, planners, and lighting designers. We will also work with **Hines, Inc.**

for irrigation design and **H.W. Lochner, Inc.** for continued structural collaboration at the viaduct. We recognize that community engagement through the design, bidding, and construction process will be a critical measure of the project's success. We intend on maintaining our partnership with **a5 Branding and Digital** for communications and community outreach.

Project Scope

The proposed scope of work will align with the Final Schematic Design presented to the Board on October 23, 2023, and generally includes underground infrastructure improvements, notably water and sewer main reconstruction from Randolph Street north to Ontario Street along Oak Park Avenue. Other infrastructure improvements will include traffic signal modernization, power distribution for charging stations and site lighting, and coordination with public utilities for potential relocations. Streetscape improvements will be located from Pleasant Street north to Ontario Street along Oak Park Avenue, extending east and west on adjacent side streets and in the Hunter Court alley and area around the existing parking deck. The streetscape scope of work will also include lighting design and irrigation design. Refer to Figure 1 for project scope limits.

TERRA will also assist the Village in coordinating with stakeholder agencies like the Chicago Transit Authority (CTA) and public utilities, administering of grants, and permitting through agencies including Union Pacific Railroad, Illinois Environmental Protection Agency (IEPA) – Water Section, and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for sewer work.

TERRA and a5 will collaborate to host public meetings, maintain and update the project website, and complete door-to-door outreach with impacted businesses. This community outreach will begin during the design process and continue throughout the procurement process.

The Design Team will work with the Village to seek and interview artists for the viaduct murals between South Boulevard and North Boulevard, showcasing a “stained glass” design element and the “monument” located at the southeast corner of South Boulevard and Oak Park Avenue, as documented in the Schematic Design package. Once the artist(s) is selected, the Design Team will collaborate with them to design and implement the works, providing design for supporting infrastructure including power and structural considerations. Please note this design effort is subject to change based on the selected artist and may result in additional services depending on the defined effort.

1 Streetscape Design

1.1 Design Development

1.1.1 Kickoff Meeting (Meeting #1)

We will kick the design phase off with an in-person meeting that includes key Design Team members and Village Staff personnel. During the meeting we will:

- Introduce the Design Team.
- Discuss the project scope and recommendations from the Schematic Design.
- Discuss the schedule, milestones, deliverables, and budget.
- Discuss our role in coordination with partners, stakeholders, regulatory agencies, and other entities.

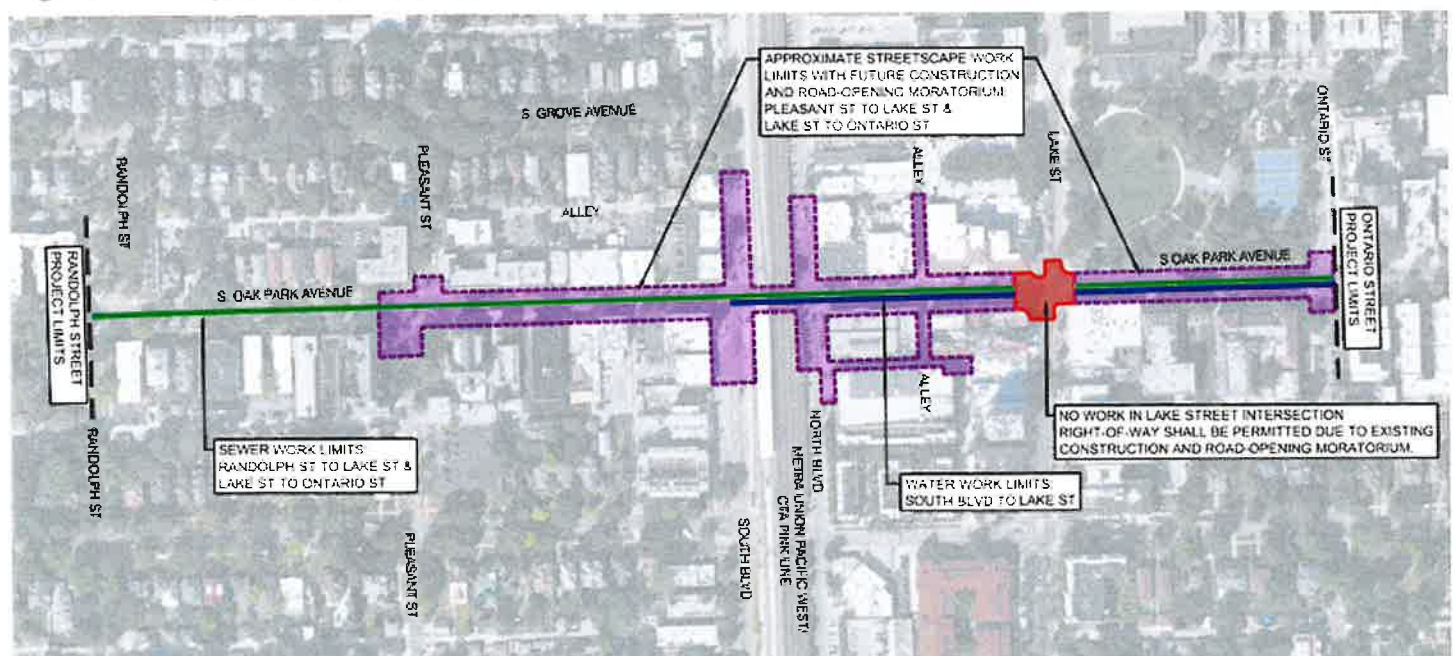
1.1.2 Design Refinement

Working closely with the Village, the Design Team will refine and focus attention on design efforts from the previously established Schematic Design. This will include updating the design in accordance with research and evaluation of materials, stakeholder agency input, planting selection, and traffic studies.

1.1.3 Environmental Graphic Design (EGD)

The Design Team will design the “OAK PARK” viaduct signage (qty 2). All other signage and wayfinding services are excluded from this scope of work.

Figure 1 - Project Scope Boundary



We will also work with the Village to seek artists for the design elements mentioned previously. We understand this scope to include:

- Six (6) bi-weekly virtual meetings over the course of 12 weeks (December 2023 through February 2024).
- Assisting the Village in writing and editing one (1) Request for Proposals to be issued by the Village.
- Responding to Requests for Information by perspective artists.
- Review artist candidates and provide a written summary to the Village selection committee. This summary is to narrow down the pool of candidates to ten (10) or fewer for interviews.
- Assist the Village in up to ten (10) 45-minute virtual interviews with artist candidates.
- Prepare a written summary of recommendations of the top candidate portfolios and professional qualifications to assist the Village with final candidate selection.

1.1.4 Plan Production

Following Design Refinement, our team will develop Design Development documents utilizing Autodesk Civil 3D Computer-Aided Design (CAD) software. Design Development documents will be issued at a 50% and 100% milestone for Village Staff review and comment. We currently anticipate the following deliverables for the Streetscape Design Development:

- **Plan Documents:** including maintenance of traffic, demolition, layout, materials, grading, utilities, lighting, electrical, irrigation, and planting and soils plans, along with typical details.
- **Technical Specifications:** in outline format.
- **Cost Estimate**
- **Supporting Narrative(s):** notably design intent for irrigation and an EGD design package in 11x17 format.

1.2 Construction Documents

1.2.1 Kickoff Meeting (Meeting #2)

We will kick the construction documents phase off with another in-person meeting that includes key Design Team members and Village Staff personnel.

During the meeting we will:

- Review outstanding Village coordination items from the DD milestone review.
- Discuss the schedule, upcoming milestones, deliverables, and budget.

1.2.2 Plan Production

Following Village review of the 100% Design Development documents, our team will move into Construction Documents. Construction Documents will be issued at a 50% and 100% milestone for Village review and comment. We currently anticipate the following deliverables for the Streetscape Construction Documents:

- **Plan Documents:** including maintenance of traffic, demolition, layout, materials, grading, utilities, lighting, electrical, irrigation, and planting and soils plans, along with typical details.
- **Technical Specifications:** in CSI Masterspec format.
- **Cost Estimate**
- **Supporting Narrative(s):** EGD design package in 11x17 format.

1.3 Bidding Assistance

The Design Team will incorporate Village comments into a final Bid Package consisting of final Drawings and Specifications for the Village's use in soliciting bids. The Design Team will review and respond to questions from bidders and issue addenda to the documents, as required. We will also participate in up to two (2) virtual scope review meetings with apparent low bidders.

Upon selection of a successful bidder, the Design Team will issue final Contract Documents to the Village for their use during construction. Please note Construction Management services are currently excluded from this scope of work; but we understand the Design Team may be retained for a yet-to-be-determined scope of work during Construction Administration to assist with RFI responses and convey design intent throughout construction.

1.4 Public Utility/Agency Coordination

Our team will work with the Village to continue our proactive outreach to public utilities and coordinate

any necessary relocations through the corridor. We will review and comment on documents provided by the utilities, share streetscape and utility design documents, and participate in virtual coordination meetings. We currently anticipate coordinating with AT&T, ComEd, Nicor Gas, and various small cell providers.

We will also work with the Village to continue our coordination with Pace, Union Pacific, and the Chicago Transit Authority (CTA) for their existing, and proposed, facilities through the corridor. We will review and comment on documents provided by the agencies, share streetscape and utility design documents, and participate in virtual coordination meetings.

1.5 Electrical Engineering

TERRA electrical engineers will provide power distribution design and documents to support the specialty lighting design by Design Workshop, along with the design of general corridor pedestrian and vehicular lighting. Lighting photometrics will be provided, generally adhering to IDOT standards, for the corridor lighting. All electrical engineering documents related to the streetscape design will be incorporated into the deliverables outlined above. Electrical engineering documents related to traffic signal modifications will be incorporated into the infrastructure scope.

We will also coordinate power requirements for Level III Electrical Vehicle charging stations. We assume coordination with ComEd will be required for the charging stations and potentially for the enhanced lighting areas in the streetscape design. The general vehicular and pedestrian street lighting is anticipated to be fed from existing Village circuits.

1.6 Intersection Signal Modernizations

TERRA will provide engineering of traffic signals at the Pleasant Street, South Boulevard, and North Boulevard intersections per the results of the traffic study and aligned with the streetscape improvements. We will collaborate with the Village on the overall schedule to potentially procure traffic signal components in the early infrastructure bid package.

The traffic signals at South Boulevard and North Boulevard are to be fully reconstructed (modernized). The traffic signal at Pleasant Street is to be modified. Anticipated modifications include the addition of Accessible Pedestrian Signals for PROWAG compliance, replacing the interconnect, painting, video vehicle detection equipment, and emergency vehicle preemption.

1.6.1 Traffic Signal Layout and Design

TERRA will develop proposed traffic signal layout in accordance with MUTCD standards, PROWAG requirements, and Village detail and specifications. The traffic signals will include Accessible Pedestrian Signals (APS) in accordance with PROWAG requirements. To do so, the traffic signals will need to be laid out with push buttons carefully placed adjacent to the pedestrian access route (i.e., with working hand in hand with the curb ramps). Additionally, special consideration will be given to traffic signal head placement and orientation for visibility at the railroad viaduct.

The traffic signals are anticipated to be fiber optically interconnected. The interconnect will be laid out, considering potential utility conflicts, extending down to the Washington and Oak Park Avenue intersection and potentially east to the Fire Station.

TERRA will coordinate with the Village regarding their preference for vehicle detection and emergency vehicle preemption.

The intersections of Oak Park Avenue at North Blvd and South Blvd are anticipated to operate off one controller.

The intersection of Oak Park Avenue and Pleasant Street may need to be modified to operate with split phasing for the eastbound and westbound approaches due to the offset geometry, per the results of the traffic study.

Assumptions:

- Record signal plans for the three intersections will be provided for use in developing removal plans.
- The Village will provide a current example of signal plans and specifications to guide

formatting preferences and as a basis for the specifications to be developed.

- The Village will provide guidance regarding mast arm street name signs with information regarding custom “Oak Park” symbols.

1.6.2 Plan Production

TERRA will produce engineering documents for the signal modernizations. Documents will be issued at a 60% Design and 90% Pre-Final milestone for Village review and comment. These deliverables will align with the Streetscape Milestones. See section 6 for additional schedule information. We anticipate the following deliverables for the traffic signal documents:

- Plan Documents: Drawings will generally follow IDOT standards (content and symbology). The set will include traffic signal removal plans; temporary traffic signal plans; temporary traffic signal cable plans; traffic signal modernization plans; cable plans (with schedule of quantities, phase designation diagrams and emergency vehicle preemption sequence). Applicable state Highway Standards, IDOT District 1 details, and Village details will be included. An interconnect plan and interconnect schematic will be developed in accordance with IDOT format. Mast arm street name sign details will be provided in accordance with Village standard.
- Technical Specifications: Traffic signal specifications will be compiled and edited for applicability. Available specifications from recent traffic signal projects in Oak Park will be used as a starting point. The specifications will be in CSI Masterspec format unless otherwise requested. Applicable state special provisions and IDOT District 1 specifications may be included.
- Cost Estimate: The proposed traffic signal work will be estimated based on recent and relevant bid tabulations from IDOT lettings.

1.7 Sidewalk Vaults

TERRA understands there are several existing vaults in the sidewalk area along the streetscape limits. We include a site visit to observe the existing vaults to the extent practicable. We include an initial assessment

of the vaulted area at 115 N. Oak Park Avenue. Any modifications to existing vaults will be designed by others and the Design Team will coordinate said improvements as it relates to the streetscape design and incorporate into the documents for reference.

1.8 Quantities and Estimate

The Design Team will provide an updated cost estimate at each milestone deliverable, as well as value engineering suggestions should the estimate come in over the previously established budget. We expect the review and approval of the cost estimate to formally end each design milestone, as we collaborate with you to ensure the project's cost is aligned with your budget.

1.9 Quality Control and Quality Assurance

The Design Team will conduct a peer review of the work by internal team members with expertise in streetscape and municipal infrastructure projects. Comments received from peer reviews will be documented internally and incorporated into the design. We will also track review comments received from the Village during milestone reviews and track them via an open coordination log.

2 Water and Sewer Main Design

TERRA will provide engineering of combined sewer main replacement from Randolph Street to Lake Street and Lake Street to Ontario Street, along Oak Park Avenue. We will also engineer water main replacement from South Boulevard to Lake Street and Lake Street to Ontario Street, along Oak Park Avenue. Wherever new water main is replaced, new services will be installed to the existing buffalo box and lead services, if encountered, will be replaced to the meter. Sewer and water main replacement will also extend east and west down South Boulevard to a point beyond the future streetscape limits.

TERRA also includes a site visit to access buildings along the corridor to verify water service location and materials.

2.1 Plan Production

TERRA will produce engineering documents for the water and sewer main scope of work, assuming it will be bid out in two (2) early infrastructure packag-

es. Documents will be issued at a 60% Design and 90% Pre-Final milestone for Village review and comment. The breakdown of the two (2) bid packages will be determined during the 60% Design submittal. These deliverables will align with the Streetscape Milestones – see Section 6 for additional schedule information. We currently anticipate the following deliverables for the Water and Sewer Documents:

- Plan Documents: including maintenance of traffic, demolition, restoration, water and sewer plan and profiles, and typical restoration and utility details.
- Technical Specifications: in CSI Masterspec format.
- Cost Estimate

2.2 Bidding Assistance

TERRA will incorporate Village comments into the 100% Contract Plans for the Village's use in soliciting bids. The Design Team will review and respond to questions from bidders and issue addenda to the documents, as required. We will also participate in up to four (4) virtual scope review meetings with apparent low bidders (two meetings per bid package).

Upon selection of a successful bidder, the Design Team will issue final Contract Documents to the

Village for their use during construction. Please note Construction Management services are currently excluded from this scope of work.

2.3 Public Utility/Agency Coordination

TERRA will align public utility and agency coordination related to the water and sewer main reconstruction scope with the streetscape design process described previously.

2.4 Quantities and Estimate

TERRA will provide an updated cost estimate at each milestone deliverable. We expect the review and approval of the cost estimate to formally end each design milestone, as we collaborate with you to ensure the project's cost is aligned with your budget.

2.5 Quality Control and Quality Assurance

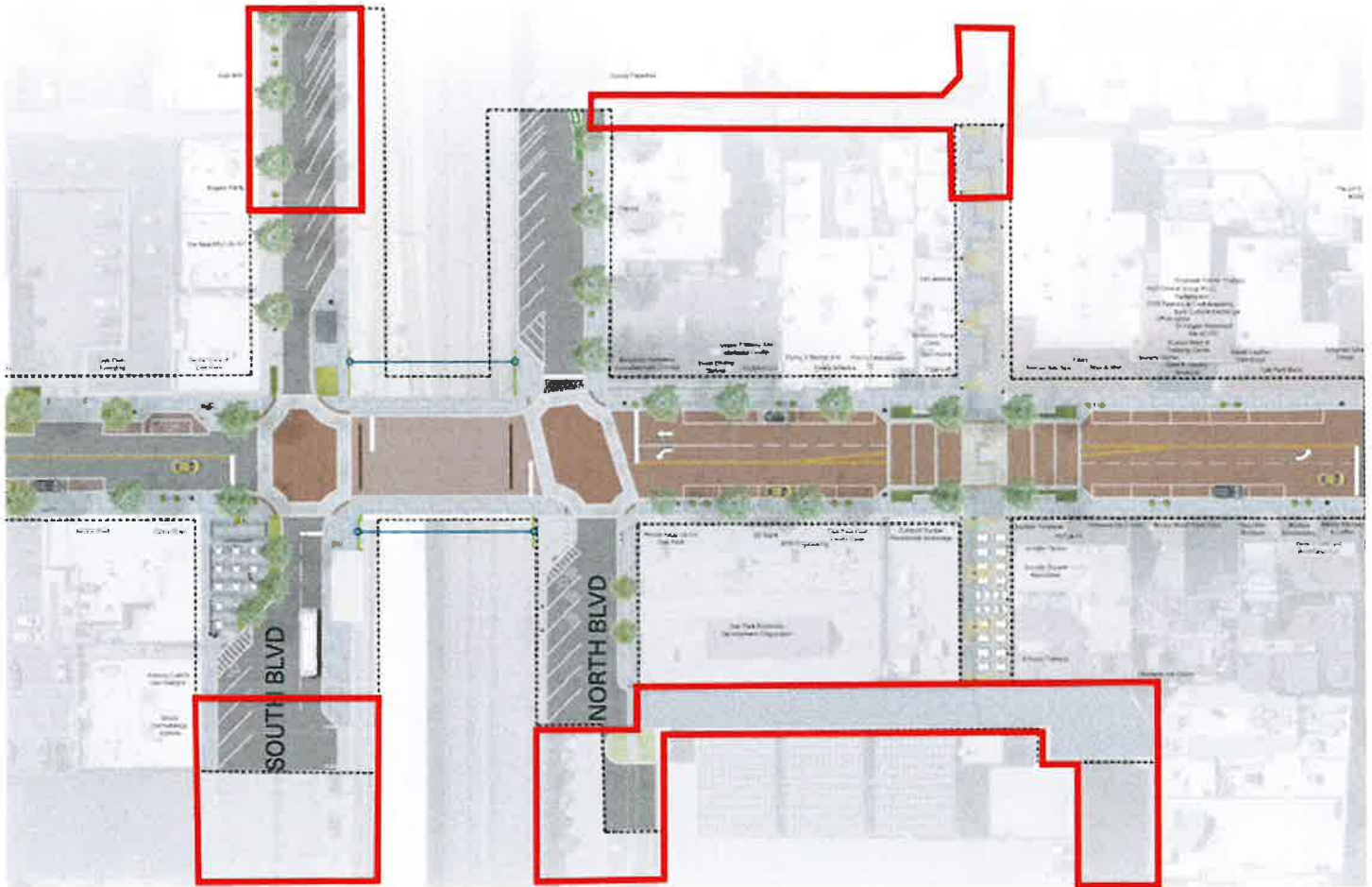
TERRA will conduct a peer review of the work by internal team members with expertise in streetscape and municipal infrastructure projects. Comments received from peer reviews will be documented and incorporated into the design. We will also track review comments received from the Village during milestone reviews and track them via an open coordination log.



3 Topographic Surveying

TERRA includes additional topographic survey of the expanded streetscape scope limits as designed in the Schematic Design. We will engage our surveyors to start field work as soon as Notice to Proceed is provided. They will prepare a topographic and utility survey with elevations shown on a 25' grid in open space, 50' x/x along the roadways and alleys, elevations at highs and lows, pavement and other improvements shown, and utilities located as visible and documented. Our team will prepare surveys using Autodesk Civil 3D Computer-Aided Design (CAD) software.

Figure 2 - Surveying Limits (Topographic/Utility in red)



4 Public Engagement, Meetings, and Website

The Design Team understands that public outreach will remain a critical component of the project through the design process. Beyond public outreach, we will also plan frequent touch points with the Village to ensure the project is progressing and schedule and budget are being maintained. In addition to the meetings previously described, we include the following meetings between key Design Team and Village personnel:

- One (1) Public Open House (in-person)
- Two (2) Business Open Houses (in-person)
- Weekly Management Meetings with the Village (virtual)
- Four (4) Milestone Review Meetings with the Village (virtual)
- Bi-weekly Internal Design Coordination Meetings, no Village participation (virtual)

TERRA and a5 will also collaborate with the Village and their communications group to create branding of materials (flyers, stickers, social media posts, etc.) that will be used for consistent communications to the public on the project's design progress and, ultimately, could be used during the construction phase (currently excluded from this scope of work). In addition to the meetings above, we include three (3) site walks for door-to-door notification during the design phase. We also include consistent updates and maintenance to the project website.

5 Permit Assistance

Closely collaborating with the Village, we will commence permitting assistance at the 100% Construction Documents milestone for the Streetscape Design and the 90% milestone for the Infrastructure Design. Based on the current scope of work, we anticipate coordination with the following permitting agencies:

- Union Pacific Railroad (for improvements adjacent and to the viaduct)
- Illinois Environmental Protection Agency (for water main replacement)
- Metropolitan Water Reclamation District (for combined sewer replacement)



6 Project Schedule

Our Design Team has capacity to begin immediately after Board approval and plans to start in earnest at the beginning of 2024. Below is a tentative schedule of milestone deliverables, to be reviewed further with the Village prior to commencing work.

Design Developments	
DD Village Kick-Off Meeting:	Week of 1/8/2024
50% Streetscape:	3/8/2024 (8 weeks)
Village Review:	3/22/2024 (2 weeks)
100% Streetscape/60% Infrastructure:	5/3/2024 (8 weeks)
Village Review:	5/17/2024 (2 weeks)
Construction Documents	
CD Village Kick-Off Meeting:	Week of 5/20/2024
Public Open House:	Week of 6/10/2024
50% Streetscape/90% Infrastructure:	7/12/2024 (8 weeks)
Village Review:	7/26/2024 (2 weeks)
Business Open House:	Week of 8/5/2024
100% Streetscape/Bid Infrastructure:	8/23/2024 (6 weeks)
Village Review:	9/6/2024 (2 weeks)
Streetscape Bid Documents:	9/27/2024 (3 weeks)
Business Open House:	Week of 10/7/2024 (during VOP procurement)

7 Fee Schedule

The proposed fee is included in the attached Cost Estimate of Consultant Services form, generally outlining the tasks described herein. The fees do not include permitting fees as may be required and are valid only for the duration of the project schedule above.

8 Excluded Services

The following services are excluded from our current approach yet may prove valuable to the Village, or required by authorities having jurisdiction, as the project progresses:

- Environmental Engineering & Testing
- Building Modifications (i.e., at entrances)
- Additional Perspective Renderings, not including updates to already completed renderings.
- Signage and wayfinding design and documentation outside of included scope, including viaduct murals, monument, custom fence design, and the murals at Hunter Court.
- Design of art elements not explicitly included herein.
- Additional meetings other than the number indicated in the above scope of services.
- Site excavation (EX) or earth retention (ERS) Drawings
- Construction Management Services



FEE PROPOSAL

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME TERRA Engineering Ltd
PRIME/SUPPLEMENT Prime

DATE 11/18/23
PTB NO. 0

CONTRACT TERM 13 MONTHS
START DATE 12/4/2023
RAISE DATE 1/1/2024

OVERHEAD RATE 165.43%
COMPLEXITY FACTOR 0.035
% OF RAISE 3.00%

ESCALATION PER YEAR

12/4/2023 - 1/1/2024

1/2/2024 - 1/1/2025

1
13

12
13

= 7.69%
= 1.0277

95.08%

2.77%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

TERRA Engineering Ltd
Prime

DATE 11/18/23

Escalation Rate: 2.77%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$86.00	\$88.38
Sr. Project Manager	\$83.16	\$85.46
Sr. Project Manager - Site	\$54.89	\$56.41
Project Manager	\$60.69	\$62.37
Sr. Project Engineer	\$52.97	\$54.44
Sr. Project Engineer - Site	\$42.40	\$43.57
Project Engineer	\$38.88	\$39.96
Project Engineer - Site	\$41.06	\$42.20
Sr. Project Designer - Electrical	\$55.29	\$56.82
Sr. Project Designer	\$38.59	\$39.66
Design Engineer	\$33.83	\$34.77
Design Engineer - Site	\$33.31	\$34.23
Sr. Landscape Architect	\$61.23	\$62.93
Landscape Designer	\$26.04	\$26.76
Professional Land Surveyor	\$50.42	\$51.82
Surveyor	\$40.55	\$41.67
Survey Technician	\$20.25	\$20.81
Sr. Technician	\$38.47	\$39.54

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM TERRA Engineering Ltd
PROJECT Oak Park Ave Streetscape Design
PRIME/SUPPLEMENT Prime

DATE 11/18/2023

OVERHEAD RATE 165.43%
COMPLEXITY FACTOR 0.035

TASK	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
1. Streetscape Design	1,218	53,123	87,882	2,500	15,511			159,016	15.9%
2. Water and Sewer Main Design	986	40,494	66,989	1,500	11,823			120,806	12.1%
3. Electrical Engineering	1,018	52,179	86,319	2,000	15,235			155,733	15.6%
4. Intersection Enhancements	710	33,781	55,884	0	9,863			99,528	10.0%
5. Topographic Survey	104	3,682	6,092	0	1,075			10,849	1.1%
6. Public Engagement, Meetings and Website	76	3,885	6,427	4,500	1,134			15,947	1.6%
7. Administration	104	4,996	8,264	1,000	1,459			15,718	1.6%
Subconsultants									
Design Workshop						346,680		346,680	34.7%
Hines, Inc. (Irrigation)						16,300		16,300	1.6%
H.W. Lochner						10,000		10,000	1.0%
a5 Communications						48,000		48,000	4.8%
TOTALS	4,216	192,140	317,857	11,500	56,100	420,980	-	998,577	100.0%

AVERAGE HOURLY PROJECT RATES

FIRM
PROJECT
PRIME/SUPPLEMENT

TERRA Engineering Ltd
Oak Park Ave Corridor
Prime

DATE 11/18/23

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Streetscape Design			2. Water and Sewer Main Design			3. Electrical Engineering			4. Intersection Enhancements			5. Topographic Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	88.38	90	2.1%	1.89	32	2.6%	2.32	26	2.6%	2.33	32	3.1%	2.78						
Sr. Project Manager	85.46	48	1.1%	0.97							48	4.7%	4.03						
Sr. Project Manager - Site	56.41	364	8.6%	4.87	188	15.4%	8.71	64	6.5%	3.66							8	7.7%	4.34
Project Manager	62.37	312	7.4%	4.62										312	43.9%	27.41			
Sr. Project Engineer	54.44	12	0.3%	0.15										12	1.7%	0.92			
Sr. Project Engineer - Site	43.57	232	5.5%	2.40	108	8.9%	3.86	124	12.6%	5.48									
Project Engineer	39.96	0																	
Project Engineer - Site	42.20	418	9.9%	4.18	162	13.3%	5.61	256	26.0%	10.96									
Sr. Project Designer - Electrical	56.82	573	13.6%	7.72							573	56.3%	31.98						
Sr. Project Designer	39.66	620	14.7%	5.83	404	33.2%	13.15	132	13.4%	5.31							8	7.7%	3.05
Design Engineer	34.77	699	16.6%	5.76							365	35.9%	12.47	334	47.0%	16.36			
Design Engineer - Site	34.23	672	15.9%	5.46	288	23.6%	8.10	384	38.9%	13.33									
Sr. Landscape Architect	62.93	36	0.9%	0.54	36	3.0%	1.86												
Landscape Designer	26.76	0																	
Professional Land Surveyor	51.82	8	0.2%	0.10													8	7.7%	3.99
Surveyor	41.67	40	0.9%	0.40													40	38.5%	16.03
Survey Technician	20.81	40	0.9%	0.20													40	38.5%	8.00
Sr. Technician	39.54	52	1.2%	0.49										52	7.3%	2.90			
TOTALS		4,216	100.0%	\$45.57	1218	100.0%	\$43.61	986	100.0%	\$41.07	1018	100.0%	\$51.26	710	100.0%	\$47.58	104	100.0%	\$35.41

AVERAGE HOURLY PROJECT RATES

FIRM
PROJECT
PRIME/SUPPLEMENT

TERRA Engineering Ltd
Oak Park Ave Streetscape Design
Prime

DATE 11/18/23

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Public Engagement, Meetings and Website			7. Administration														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	88.38																		
Sr. Project Manager	85.46																		
Sr. Project Manager - Site	56.41	52	68.4%	38.60	52	50.0%	28.21												
Project Manager	62.37																		
Sr. Project Engineer	54.44																		
Sr. Project Engineer - Site	43.57																		
Project Engineer	39.96																		
Project Engineer - Site	42.20																		
Sr. Project Designer - Electrical	56.82																		
Sr. Project Designer	39.66	24	31.6%	12.52	52	50.0%	19.83												
Design Engineer	34.77																		
Design Engineer - Site	34.23																		
Sr. Landscape Architect	62.93																		
Landscape Designer	26.76																		
Professional Land Surveyor	51.82																		
Surveyor	41.67																		
Survey Technician	20.81																		
Sr. Technician	39.54																		
TOTALS		76	100.0%	\$51.12	104	100.0%	\$48.03	0	0.0%	\$0.00	0	0.0%	\$0.00	0	0.0%	\$0.00	0	0.0%	\$0.00