

ORIGINAL

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR DESIGN ENGINEERING SERVICES FOR THE MADISON STREET STREETScape PROJECT TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$903,861 TO \$966,444 AND AUTHORIZING ITS EXECUTION

THIS THIRD AMENDMENT ("THIRD AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated September 10, 2015, between the Village of Oak Park, an Illinois home rule municipal corporation, and Christopher B. Burke Engineering, Ltd., an Illinois corporation, is entered into this 14th day of June, 2022 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement September 10, 2015 ("Agreement"), an Amendment dated April 19, 2016, and a Second Amendment dated June 16, 2020; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Third Amendment to reflect additional services to include additional services associated with designing traffic signal and communications improvements, development coordination and changes due to funding, and miscellaneous phase three QC/QA services; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Second Amendment to reflect the additional amount of \$62,583 to the Contract Price for a total amount of \$966,444

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

2.2. The Project consists of professional services, as more completely described in the Consultant's "Proposal for Construction Documents for Madison Street Improvements Phase 1" dated August 7, 2015, Supplemental Proposal No. 1 dated March 23, 2016, and in the "Supplemental Proposal for Construction Documents for Madison Street Improvements Phase 2: Madison Street Streetscape (Oak Park Ave to East Ave)" dated June 5, 2020, collectively, and in

the “Supplemental Proposal #3 for Professional Engineering Services to perform Supplemental Phase II Design – Madison Street (S. Oak Park Avenue to S. East Avenue)” dated May 10, 2022, collectively attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include the design engineering of the Madison Street Streetscape Project from Oak Park Avenue to East Avenue and design engineering of a road diet on Madison Street from Harlem Avenue to Austin Boulevard and the concurrent design engineering of a streetscape project on Madison Street ~~including a realignment of Madison Street~~, and designing and coordinating public and private utility relocations associated with vacating Euclid Avenue, development coordination, and plan review, and designing traffic signal modifications and communication networks as described in the Scope of Work section of the Services. 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 in an amount not to exceed ~~\$903,861~~ \$966,444 (“Contract Price”). The Consultant shall be paid installments 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

CHRISTOPHER B. BURKE ENGINEERING, LTD.



By: Kevin J. Jackson
Its: Village Manager



By: Michael Kerr, PE
Its: President

Dated: June 7, 2022

Dated: June 14, 2022

ATTEST

ATTEST



By: Christina M. Waters
Its: Village Clerk



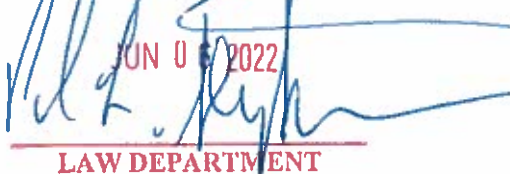
By: Sherry Sporina
Its: Notary Public

Dated: June 8, 2022

Dated: June 14, 2022



REVIEWED AND APPROVED
AS TO FORM



LAW DEPARTMENT



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 10, 2022

Village of Oak Park
Public Works Department
201 South Boulevard
Oak Park, IL 60302

Attention: Mr. Bill McKenna
Village Engineer

Subject: Supplemental Proposal #3 for Professional Engineering Services to perform
Supplemental Phase II Design – Madison Street (S. Oak Park Avenue to S.
East Avenue)

Dear Mr. McKenna:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, Design Schedule, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Village desires to modify two existing traffic signal installations at the intersections of Madison Street at S. Oak Park Avenue and at S. East Avenue including modification of associated fiber optic communications along both Madison Street and S. East Avenue. These improvements will be constructed in association of upcoming streetscape improvements planned for Madison Street from S. Oak Park Avenue to S. East Avenue.

This project services will consist of the performance of field reconnaissance, preparation of traffic signal modernization plans and specification, and all necessary coordination.

Other scope items include modifications to plans, Bid Book, estimate of time and estimate of cost related to the increase of streetscape construction elements to be done by Senior Living Facility so they can meet their completion date, as well as new funding source (DCEO).

SCOPE OF SERVICES

Task 1-22: No change.

Task 23 – Modifications Resultant of Developer/Funding Changes: This work will include coordination with Senior Living Facility, and then modifying plans, Bid Book, Estimate of Time, and Estimate of Anticipated Construction Cost.

Work will also include plans, cost estimates, break out of union worker's time, and other items as needed to assist Baxter/Woodman in the DCEO grant application they are preparing on behalf of Village. Bid Book will also be updated with DCEO verbiage as provided by Baxter/Woodman.

CBBEL to prepare for, attend, and provide meeting summary for Pre-Bid meeting as required by DCEO.

CBBEL will also submit NOI/SWPPP, and IHPA.

In-House Direct Costs for this task include: NOI/SWPPP \$750 review fee

Outside Direct Costs for this task include: \$100 print/messenger, and print materials for Pre-Bid Meeting.

Task 24 – Data Collection and Field Reconnaissance: This task involves field surveys and observations, the collection and review of relevant information, and data collection to obtain an accurate record of existing traffic signal at the subject intersections, including record drawings. Each traffic signal installation will be inventoried and documented in field notes and photographs.

Task 25 – Traffic Signal Modification Plans: This task involves preparation of plans, specifications and estimates for all proposed traffic signal modification improvements. Temporary traffic signal plans are not anticipated.

Task 25.1 – Traffic Signal Removal Plans:

We will prepare the traffic signal removal plans at 1" - 40' scale (11" x 17") and 1" - 20' scale (22" x 34") using the base sheet information from Task 24. The traffic signal removal plans will be prepared in general accordance with IDOT D1 Bureau of Traffic standards and formatting.

Task 25.2 – Traffic Signal Modification Plans:

We will prepare the traffic signal modification plans at 1" - 40' scale (11" x 17") and 1" - 20' scale (22" x 34") using the base sheet information from Task 24. The traffic signal modification plans will be prepared in general accordance with IDOT D1 Bureau of Traffic standards and formatting.

The traffic signal modification plans will include the following:

- a. Traffic Signal Modification Plan
- b. Cable Plan
- c. Phase Designation Diagrams (for Existing Phasing)
- d. Electrical Service Requirements Chart (to determine UPS capacity)
- e. Schedule of Quantities
- f. Special Details

Task 25.3 – Traffic Signal Interconnect/Communication Network Plans:

We will expand the traffic signal interconnect plans to include communication network. CBBEL will prepare the traffic signal communication network plans at 1" - 100' scale (11" x 17") and 1" - 50' scale (22" x 34") using the base sheet information from Task 24, and Village provided CADD/atlas/developer plans for S. Oak Park Avenue for CBBEL's use in digitizing existing conditions for the following locations.

1. Madison Street from S. Oak Park Avenue to S. East Avenue
2. S. Oak Park Avenue from Madison Street to Washington Street

The traffic signal interconnect plans will be prepared in accordance with IDOT DI Bureau of Traffic standards and formatting and will include the following:

- a. Interconnect Schematic Diagram
- b. Communication Network Plan
- c. Schedule of Quantities

The communication network plan will in addition be in accordance with Village IT requirements regarding village IT related communications.

gbaSI (System Integrators) will assist in the communication network design.

Outside Direct Costs for this task include: \$200 printing/copying/messengering.

Services By Others for this task include: gbaSI (System Integrators) \$10,000.

Task 26 – Meetings and Coordination: CBBEL anticipates attending up to 2 meetings with the Village to attend one "Kickoff" meeting and one status coordination meeting. In addition, this task will include necessary phone or e-mail coordination, as well as the preparation and distribution of all meeting agendas, minutes, and necessary exhibit/handouts. Additional meetings and associated preparation work for public meeting will be performed on a supplemental service basis. This task also includes coordination with vendors, manufactures and other necessary third parties. This task also includes 10 hrs of Shop Drawing Review for Item in Task 25.

Outside Direct Costs for this task include: \$50 for meeting materials.

Task 27 – Project Management and QA/QC: This work will include the time required for project oversight and supervision during the project, as well as all necessary QA/QC for all deliverables and submittals.

DESIGN SCHEDULE

CBBEL estimates that the above Tasks can be completed in 6 weeks from Notice To Proceed.

ESTIMATE OF FEE

We estimate the costs of the services to be \$62,582.05, as detailed in the included Cost Plus Fixed Fee Cost Estimate of Consultant Services.

We look forward to working for the Village. If you have any concerns please call myself or Bryan Luke at 847-823-0500.

Sincerely,



Michael Kerr, PE
President

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE
05/09/22

ESCALATION FACTOR
MAXIMUM PAYROLL RATE

0.00%
78.00

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	77.90	\$77.90
Engineer V	69.77	\$69.77
Engineer IV	58.58	\$58.58
Engineer III	47.01	\$47.01
Engineer I/II	33.72	\$33.72
Survey V	78.00	\$78.00
Survey IV	72.00	\$72.00
Survey III	63.00	\$63.00
Survey II	51.50	\$51.50
Survey I	38.50	\$38.50
Engineering Technician V	67.75	\$67.75
Engineering Technician IV	56.63	\$56.63
Engineering Technician III	32.88	\$32.88
CAD Manager	67.17	\$67.17
CAD Technician II	48.75	\$48.75
GIS Specialist III	54.00	\$54.00
Landscape Architect	61.00	\$61.00
Landscape Designer I/II	34.75	\$34.75
Environmental Resource Specialist	75.06	\$75.06
Environmental Resource Specialist	58.00	\$58.00
Environmental Resource Specialist	49.75	\$49.75
Environmental Resource Specialist	30.50	\$30.50
Environmental Resource Technician	42.75	\$42.75
Engineering Intern	19.00	\$19.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES
PHASE II ENGINEERING**

DF-824-039
REV 12/04
05/09/22

FIRM
Local Agency
Project
Termini

Christopher B. Burke Engineering, Ltd.
Oak Park
Madison St Streetscape
Oak Park Ave to East Ave
Supplement No. 3

OVERHEAD RATE
COMPLEXITY FACTOR

DATE
132.36%
0

Cost Plus Fixed Fee 1 14.50% [DL+R(DL) +OH(DL)+IHDC]

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	TOTAL (B-G)	% OF GRAND TOTAL
Task 23 - Modifications Resultant of Developer / Fund	112	6,049.64	8,007.30	750.00	2,147.01	100.00		17,053.95	27.25%
Task 24 - Data Collection and Field Reconnaissance	62	3,109.52	4,115.76		1,047.67			8,272.95	13.22%
Task 25 - Traffic Signal Plans	140	6,898.54	9,130.91		2,324.27	200.00	10,000.00	28,553.72	45.63%
Task 26 - Meetings and Coordination	32	1,498.06	1,982.83		504.73	50.00		4,035.62	6.45%
Task 27 - Project Management and QA/QC	32	1,753.72	2,321.22		590.87			4,665.81	7.46%
TOTALS	378	19,309.48	25,558.03	750.00	6,614.54	350.00	10,000.00	62,582.05	100.00%

Sub-consultants 16.0%
DC 0.6%
CBBEL 83.5%

PREPARED BY THE AGREEMENTS UNIT

Printed 5/9/2022 1:17 PM

AVERAGE HOURLY PROJECT RATES

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd.
Oak Park
Madison St Streetscape
Oak Park Ave to East Ave

DATE 05/09/22

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 23 - Modifications Resultant of Developer / Funding Changes			Task 24 - Data Collection and Field Reconnaissance			Task 25 - Traffic Signal Plans			Task 26 - Meetings and Coordination			Task 27 - Project Management and QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	77.90	16	4.23%	3.30	4	3.57%	2.78	2	3.23%	2.51	4	2.86%	2.23	2	6.25%	4.87	4	12.50%	9.74
Engineer V	69.77	52	13.76%	9.60	40	35.71%	24.92	4	6.45%	4.50	4	2.86%	1.99				4	12.50%	8.72
Engineer IV	58.58	32	8.47%	4.96							32	22.86%	13.39						
Engineer III	47.01	72	19.05%	8.95	20	17.86%	8.39	8	12.90%	6.07	40	28.57%	13.43				4	12.50%	5.88
Engineer I/II	33.72	78	20.63%	6.96	32	28.57%	9.63	8	12.90%	4.35	30	21.43%	7.23	8	25.00%	8.43			
Survey V	78.00	0																	
Survey IV	72.00	0																	
Survey III	63.00	0																	
#REF!	51.50	0																	
Survey I	38.50	0																	
Engineering Technician V	67.75	0																	
Engineering Technician IV	56.63	20	5.29%	3.00				10	16.13%	9.13	10	7.14%	4.05						
Engineering Technician III	32.88	0																	
CAD Manager	67.17	0																	
CAD Technician II	48.75	92	24.34%	11.87				30	48.39%	23.59	20	14.29%	6.96	22	68.75%	33.52	20	62.50%	30.47
GIS Specialist III	54.00	0																	
Landscape Architect	61.00	0																	
Landscape Designer I/II	34.75	0																	
Environmental Resource Spec	75.06	0																	
Environmental Resource Spec	58.00	16	4.23%	2.46	16	14.29%	8.29												
Environmental Resource Spec	49.75	0																	
Environmental Resource Spec	30.50	0																	
Environmental Resource Tech	42.75	0																	
Engineering Intern	19.00	0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		378	100%	\$51.08	112	100.00%	\$54.01	62	100%	\$50.15	140	100%	\$49.28	32	100%	\$46.81	32	100%	\$54.80

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR DESIGN ENGINEERING SERVICES FOR THE MADISON STREET STREETScape PROJECT TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$674,218 TO \$903,861 AND AUTHORIZING ITS EXECUTION

THIS SECOND AMENDMENT ("SECOND AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated September 10, 2015, between the Village of Oak Park, an Illinois home rule municipal corporation, and Christopher B. Burke Engineering, Ltd., an Illinois corporation, is entered into this 14 day of June, 2020 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement September 10, 2015 ("Agreement") and an Amendment dated April 19, 2016; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Second Amendment to reflect additional services to include additional services associated with designing and coordinating public and private utility relocations associated with vacating Euclid Avenue, development coordination, and plan review; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Second Amendment to reflect the additional amount of \$229,643 to the Contract Price for a total amount of \$903,861

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**

2.2. The Project consists of professional services, as more completely described in the Consultant's "Proposal for Construction Documents for Madison Street Improvements Phase 1" dated August 7, 2015, Supplemental Proposal No. 1 dated March 23, 2016, and in the **"Supplemental Proposal for Construction Documents for Madison Street Improvements Phase 2: Madison Street Streetscape (Oak Park Ave to East Ave)" dated June 5, 2020, collectively** attached hereto ("Services"). After written authorization by the Village, the Consultant

shall provide the Services for the Project. These Services shall include the design engineering of the Madison Street Streetscape Project from Oak Park Avenue to East Avenue and design engineering of a road diet on Madison Street from Harlem Avenue to Austin Boulevard and the concurrent design engineering of a streetscape project on Madison Street ~~including a realignment of Madison Street, and designing and coordinating public and private utility relocations associated with vacating Euclid Avenue, development coordination, and plan review~~ as described in the Scope of Work section of the Services. 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 in an amount not to exceed ~~\$674,218~~ \$903,861 ("Contract Price"). The Consultant shall be paid installments 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

CHRISTOPHER B. BURKE ENGINEERING, LTD.


By: Cara Pavlicek
Its: Village Manager


By: Michael Kerr, PE
Its: President

Dated: 6/16, 2020

Dated: 6/23, 2020

ATTEST

ATTEST


By: Vicki Scaman
Its: Village Clerk

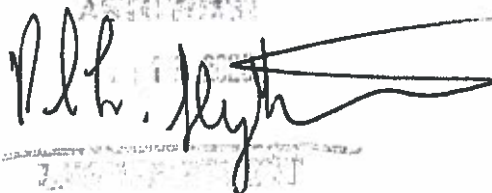

By: Melissa J. Phares
Its: Executive Assistant

Dated: 6/16, 2020

Dated: 6/23, 2020

REVIEWED AND APPROVED

ASTORIA


R. L. H. H. H.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 5, 2020

Cara Pavlicek, Village Manager
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

Attention: Mr. William McKenna, PE
Village Engineer

Subject: Supplemental Proposal for Construction Documents for **Madison Street Improvements Phase 2: Madison Street Streetscape (Oak Park Ave to East Ave)**

Dear Ms. Pavlick:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this supplemental proposal for landscape architecture and professional engineering services based on the current development configuration for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, Project Design Timeline, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

This continues the in-progress design for the Madison St corridor. To date there has been greater than anticipated coordination/design efforts with the two adjacent developers to get to their current development configurations, which also added extensive additional private utility relocation and added water/sewer design projects for S Euclid and for N Euclid. Also included were bid alternates in the Project "9-12 Madison St Improvements (Harlem to Austin)".

With this supplement the Team will pick up the project from the Preliminary Submittal Design for Madison Street Streetscape from Oak Park Ave to East Ave (based on the current development configuration) and take it through the bidding process as well as assist with construction design items and Developer's finalization of their designs.

The streetscape project includes new decorative LED lighting, pavement rehabilitation, pavement markings, signage, trash receptacles, bike racks, ADA sidewalk improvements, spot repair of sidewalk/driveways/curbs, and new 16" water main project wide. Many blocks will also have sidewalk/parkway replacement (with pavers, benches, seating planters,

planters, and new trees/landscaping), new curb/gutter, and the S Westly intersection will be paved with pavers. Soils investigation, traffic analysis, and traffic signal upgrades are not included in this scope. Improvements will extend to the Developer's facades/parking lot edges, to the ROW in other areas, and approximately 75' down each side street.

SCOPE OF SERVICES

CBBEL proposes the following scope of services for the projects.

Task 1 – Engineering Review Input of Developers' Plans: CBBEL will review Developer's plans as it relates to right of way improvements and an provide review comments for Village's consideration in their review of Developer's submittals. CBBEL will update project design impacted by Developer revisions as needed. This task will be deemed completed when the fee has been expended.

Task 2 – Pre-Final Plans, Specifications and Cost Estimate: CBBEL will prepare contract documents consisting of plans and specifications. We will also prepare estimate of time, estimate of construction cost, Photometric Calculations Report, and disposition of Village's comments on Preliminary Submittal. Plans will be updated based on Village's comments on the Preliminary Plans/Estimate of Cost. The following sheets will be included in the plans:

Sheet	No. of Sheets
Cover Sheet	1
General Notes/Index of Sheets	3
Schedule of Quantities	3
Alignment, Ties and Benchmarks (1"=100')	2
Pavement Cores /Soils Borings	1
Typical Sections	2
Maintenance of Traffic Typical Sections and Staging Notes	2
MOT Plans (1"=20')	8
Existing Conditions (1"=20')	4
Removal Plan with Erosion Control (1"=20')	4
Proposed Plans (1" = 20')	4
Grading Plans - Layout/Dimensioning & Patterns of Special Paving Areas (1" = 10')	12
Lighting Plans	8
Lighting Details and General Notes	10
Detailed Landscape Plan(s)	4
Related Planting Details, Plant Schedules & General Notes	10
Crossing Improvement	2
Water Main / Sewer Plans	4
Water Main / Sewer Details	4
Construction Details	8
Total	96

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed.

CBBEL will also make any required submittals to IEPA to meet NPDES requirements and to MWRD for sewer replacement.

Our sub-consultant Altamanu, Inc. will provide plan and detail sheets related to landscaping, site furniture, pavers, and specialty pavement/sidewalk treatments, along with associated special provisions, quantities and estimate of cost.

Documents will include two Alternate Bid sections; one for each of the developer's restoration footprints within the proposed improvements.

These Pre-Final submittal items will be provided to the Village for review.

Task 3 - Final Plans, Specifications and Estimates: The Team will revise and finalize the contract documents and estimate of cost upon receiving comments from the following:

- Village's comments on Pre-Final submittal
- Pete's Fresh Market Developer comments.
- Senior Living Facility Developer comments.
- Utilities.

These Final submittal items will be provide to the Village for approval.

Task 4 - Bid Documents: In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format. We will also provide addenda as needed and review the Bid Tabulations and make recommendations. We will also provide the plans (electronic format) to the affected utilities.

Task 5 – Village Coordination, Project Management, and QAQC: The Team will meet with the Village and other key stakeholders to review comments on submittals and project progress. We anticipate five meetings with Village Staff (1 Staff Meeting, 1 District/Steering committee meeting, 1 Developer Coordination meeting, and 2 Utility Coordination Meeting). CBBEL will prepare agendas, presentation materials, and meeting minutes for these meetings.

CBBEL Staff will be responsible for progress reports, scheduling, invoicing, technical direction of staff and sub-consultants, project management and coordination. CBBEL Staff will QA/QC Task deliverables overall and receive sub-consultant qaqc forms.

Task 6 – Design Assistance During Construction: Design modifications maybe needed to resolve issues that arise during construction. CBBEL and Altamanu will be available at Village's request to answer questions and provide clarification of drawings and specifications during construction as needed. This task will be deemed completed when the fee has been expended.

Project Design Timeline

The below timeline meets Village's and Developer's anticipated timeline.

Start Date	Milestone
July 6, 2020	Notice to Proceed
September 7, 2020	Preliminary Submittal
November 30, 2020	Pre-Final Submittal
January 11, 2021	Final Submittal
February 22, 2021	Bid Document Submittal
March 29, 2021	Construction Project NTP (permits in-hand)

ESTIMATE OF FEE

We estimate the costs of the services to be \$229,642.16, as detailed in the included Cost Plus Fixed Fee Cost Estimate of Consultant Services.

We look forward to working for the Village. If you have any concerns please call myself or Bryan Luke at 847-823-0500.

Sincerely,



Michael Kerr, PE
President

BLL
N:\OAKPARK\150245.01\Admin\Sup\Scope_OakPark_MadisonStSscp_Seg1_08062015.doc

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE
06/05/20

ESCALATION FACTOR

1.13%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	\$76.40	\$70.00
Engineer V	\$67.78	\$68.54
Engineer IV	\$56.24	\$56.87
Engineer III	\$45.95	\$46.47
Engineer I/II	\$34.03	\$34.41
Env Res Specialist V	\$70.00	\$70.79
Env Res Specialist IV	\$53.80	\$54.41
Env Res Specialist III	\$41.00	\$41.46
Env Res Specialist I/II	\$28.00	\$28.32
Landscape Architect	\$58.00	\$58.65
Survey V	\$75.50	\$76.35
Survey IV	\$67.50	\$68.26
Survey III	\$59.50	\$60.17
Survey II	\$48.50	\$49.05
Survey I	\$35.83	\$36.23
CAD Manager	\$63.67	\$64.39
Asst. CAD Manager	\$51.33	\$51.91
CAD II	\$47.25	\$47.78
CAD I	\$0.00	\$0.00
Engineering Technician V	\$66.42	\$67.17
Engineering Technician IV	\$52.17	\$52.76
Engineering Technician III	\$48.13	\$48.67
Engineering Technician I/II	\$22.33	\$22.58
GSI Specialist III	\$51.00	\$51.57
GSI Specialist I/II	\$34.00	\$34.38
Administrative	\$37.19	\$37.61

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES
PHASE II ENGINEERING**

DF-824-039
REV 12/04
06/05/20

FIRM
Local Agency
Project
Termini

Christopher B. Burke Engineering, Ltd.
Oak Park
Madison St Streetscape
Oak Park Ave to East Ave

OVERHEAD RATE
COMPLEXITY FACTOR

DATE

129.05%

0

Cost Plus Fixed Fee 1

14.50% [DL+R(DL) +OH(DL)+IHDC]

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	TOTAL (B-G)	% OF GRAND TOTAL
Task 1 – Engineering Review Input of Developers' Plans	136	7,127.43	9,197.95		2,367.18			18,692.57	8.14%
Task 2 – Pre-Final Plans, Specifications and Cost Estimate	424	19,204.52	24,783.43		6,378.25	650.00		51,016.20	22.22%
Task 3 – Final Plans, Specifications and Estimates	300	13,409.04	17,304.37		4,453.44	650.00		35,816.85	15.60%
Task 4 – Bid Documents	84	4,158.85	5,366.99		1,381.25	950.00		11,857.09	5.16%
Task 5 – Village Coordination, Project Management, and QAQC	99	6,364.04	8,212.80		2,113.64			16,690.48	7.27%
Task 6 – Design Assistance During Construction	40	2,235.42	2,884.81		742.43			5,862.66	2.55%
Subconsultant DL									
Altamanu, Inc.							89,706.30	89,706.30	39.06%
TOTALS	1,083	52,499.30	67,750.35	0.00	17,436.20	2,250.00	89,706.30	229,642.16	100.00%

Sub-consultants 39.1%
DC 1.0%
CBBEL 60.0%

PREPARED BY THE AGREEMENTS UNIT

Printed 6/5/2020 4:17 PM

AVERAGE HOURLY PROJECT RATES

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd.
Oak Park
Madison St Streetscape
Oak Park Ave to East Ave

DATE 06/05/20

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 – Engineering Review Input of Developers' Plans			Task 2 – Pre-Final Plans, Specifications and Cost Estimate			Task 3 – Final Plans, Specifications and Estimates			Task 4 – Bld Documents			Task 5 – Village Coordination, Project Management, and QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	22	2.03%	1.42	2	1.47%	1.03	8	1.89%	1.32	6	2.00%	1.40	2	2.38%	1.67	3	3.03%	2.12
Engineer V	68.54	230	21.24%	14.56	48	35.29%	24.19	50	11.79%	8.08	32	10.67%	7.31	8	9.52%	6.53	76	76.77%	52.62
Engineer IV	56.87	222	20.50%	11.66	32	23.53%	13.38	88	20.75%	11.80	60	20.00%	11.37	32	38.10%	21.67	10	10.10%	5.74
Engineer III	46.47	23	2.12%	0.99															
Engineer I/II	34.41	448	41.37%	14.24	48	35.29%	12.15	220	51.89%	17.86	160	53.33%	18.35	20	23.81%	8.19			
Env Res Specialist V	70.79	0																	
Env Res Specialist IV	54.41	0																	
Env Res Specialist III	41.46	0																	
#REF!	28.32	0																	
Landscape Architect	58.65	0																	
Survey V	76.35	0																	
Survey IV	68.26	0																	
Survey III	60.17	0																	
Survey II	49.05	0																	
Survey I	36.23	0																	
CAD Manager	64.39	6	0.55%	0.36				2	0.47%	0.30	2	0.67%	0.43	2	2.38%	1.53			
Asst. CAD Manager	51.91	0																	
CAD II	47.78	72	6.65%	3.18				40	9.43%	4.51	24	8.00%	3.82	8	9.52%	4.55			
CAD I		0																	
Engineering Technician	67.17	0																	
Engineering Technician	52.76	0																	
Engineering Technician	48.67	0																	
Engineering Technician	22.58	0																	
GSI Specialist III	51.57	0																	
GSI Specialist I/II	34.38	0																	
Administrative	37.61	60	5.54%	2.08	6	4.41%	1.66	16	3.77%	1.42	16	5.33%	2.01	12	14.29%	5.37	10	10.10%	3.80
		0																	
		0																	
TOTALS		1083	100%	\$48.48	136	100.00%	\$52.41	424	100%	\$45.29	300	100%	\$44.70	84	100%	\$49.51	99	100%	\$64.28

PREPARED BY THE AGREEMENTS UNIT

Printed 6/5/2020 4:17 PM

AVERAGE HOURLY PROJECT RATES

DF-824-039
REV 12/04

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Oak Park
Section Madison St Streetscape
Project Oak Park Ave to East Ave
Job No:

DATE 06/05/20

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 – Design Assistance During Construction																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	1	2.50%	1.75															
Engineer V	68.54	18	40.00%	27.42															
Engineer IV	56.87																		
Engineer III	46.47	23	57.50%	26.72															
Engineer I/II	34.41																		
Env Res Specialist V	70.79																		
Env Res Specialist IV	54.41																		
Env Res Specialist III	41.46																		
#REF!	28.32																		
Landscape Architect	58.65																		
Survey V	76.35																		
Survey IV	68.26																		
Survey III	60.17																		
Survey II	49.05																		
Survey I	36.23																		
CAD Manager	64.39																		
Asst. CAD Manager	51.91																		
CAD II	47.78																		
CAD I																			
Engineering Technician	67.17																		
Engineering Technician	52.76																		
Engineering Technician	48.67																		
Engineering Technician	22.58																		
GSI Specialist III	51.57																		
GSI Specialist I/II	34.38																		
Administrative	37.61																		
TOTALS		40	100%	\$55.89	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

PREPARED BY THE AGREEMENTS UNIT

Printed 6/5/2020 4:17 PM

May 8, 2020

May 15, 2020 REVISED

Bryan Luke, P.E.
Project Manager
CBBEL, Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018

Subject: Madison Street Streetscape – Oak Park Avenue to East Avenue

Re: Fee Proposal for Professional Landscape Architectural Services for Madison Street Streetscape – Oak Park Avenue to East Avenue

Dear Bryan,

We are very pleased that Christopher B. Burke Engineering, Ltd. (CBBEL) has requested a proposal from Altamanu Inc. to assist in the preparation of streetscape improvement plans and construction bid documents for Madison Street Streetscape—Oak Park Avenue to East Avenue in Oak Park, IL.

The for this section have been developed to a preliminary conceptual design level by the CBBEL/Altamanu team beginning in 2015 and recently updated in April of 2020 for discussion with the Village of Oak Park (VOP/Client) and Developers. The streetscape palette, including lighting styles, site furnishings, specialty pavements and new bus shelter, was selected in 2015 and will be updated as per VOP comments.

We understand the following scope will be required to successfully complete the project. We will be:

- Providing landscape architectural Phase I and II design assistance for improvements along the 4 blocks of Madison Street between Oak Park Avenue and East Avenue.
- These improvements will include: concrete or specialty paving sidewalks, crosswalks, parkway treatments, site furnishings (benches, bike racks, trash receptacles, bollards, above ground planters), new lighting (roadway and pedestrian), new trees, trees grates, shrub perennial plantings, fence/wall screening at parking lots, specialty paved crossing/speed table and a new bus shelter.
- Altamanu's scope includes:
 - Assist in preparation of the overall streetscape concept (30% plans), selection and layout of site furnishings, unit pavers and landscape items. (partially complete)

landscape architecture + urban design + planning

1700 w. irving park rd. + suite 202 + chicago, illinois 60613 + 773.528.7492 t+ info@altamanu.com

- assistance with preparing presentation materials and ppt slides and attendance at up to four (4) VOP/Developer/Community meetings.
- Attendance at ten (10) team/progress meetings and assistance with meeting minutes.
- Prepare landscape construction documents, costs and specifications at 60%, 90% and 100%.
- Assist with bidding.
- Answer Requests for Information during the construction (up to 24 hours) .

SCOPE OF WORK

To be carried out by Altamanu Inc. (for details of fee proposal see the BLR by Altamanu Inc. attached.)

TASKS 1 CONCEPT DESIGN (30% PLANS)

Goals: Update previously prepared concept plans to reflect proposed developments on the corridor.

1. Meet with CBBEL and VOP to review previously prepared plans, project scope, budget, schedule, and goals.
2. Altamanu Inc. to review existing site conditions using available site data such as aerial photos, GIS maps, existing concept plans, and visit the site as necessary to collect additional data.
3. The Client/CBBEL will furnish Altamanu with an accurate base map (GIS/aerials/topographic survey), at a workable scale for streetscape and landscape design. CBBEL will prepare the roadway geometry as a base for concept streetscape design. CBBEL will also provide layout of proposed light poles along the corridor.

TASKS 2: PROGRESS MEETINGS

Goals: Attend progress meetings with team at VOP to review project progress, tasks and deliverables.

1. Attend up to ten (10) progress meetings with project team and assist with preparation of meeting minutes as related to landscape discussion items.

TASKS 3: COMMUNICATIONS

Goals: Prepare presentation materials for meetings with the Village, Developers and Community and collect their input. Incorporate all Clients', Village Staff's, Community's comments as directed by Client. Further explore and refine in detail the Designs.

landscape architecture + urban design + planning

1700 w. irving park rd. + suite 202 + chicago, illinois 60613 + 773.528.7492 t + info@altamanu.com

1. Prepare rendered Plan View exhibit of Refined Concept Plan.
2. Identify key cost constraints.
3. Prepare up to four (4) photo realistic perspective exhibits to reflect concept ideas/character of the proposed streetscape improvements at an appropriate scale for presentation to VOP. The perspectives will be produced at the appropriate time in the project at the client's direction.
4. Prepare PowerPoint slides for CBBEL/VOP/Developer presentations.
5. Review and Refine Exhibits based on Client input and finalize Power Point for presentation for VOP/Developer/Community Meetings.
6. Review input with the Client and team. Determine the relevance of the input and what changes should be made to the design.
7. Update PowerPoint slides for CBBEL/VOP presentations.
8. Attend up to 4 VOP/Developer/Community meetings and facilitate as requested by Client.

TASKS 4, 5, & 6 CONSTRUCTION DOCUMENTS

Goal: Prepare Construction Documents, Specifications and Costs for bidding.

1. Prepare Construction Drawings as per Client direction for review by CBBEL and VOP. Altamanu will provide CBBEL with landscape plans and related details and specifications and estimates of probable costs at 60%, 90% and a final set at 100% completion for the project area.
2. Incorporate resolution of all agency review comments.

TASK 7: BIDDING ASSISTANCE

1. Assist Client in preparing bid packages, addenda, issue for construction drawings as requested by Client.

TASK 8: DESIGN ASSISTANCE DURING CONSTRUCTION

2. Respond to Request for Information and clarification from contractor. We have assumed 24 hours for this phase.

ASSUMPTIONS

1. All base information (architectural building plans, utility locations, contours, site survey, aerials, GIS maps etc.) will be provided by the Client or CBBEL to Altamanu Inc.
2. Site base information will be provided in a form compatible with AutoCAD format.
3. Any services beyond what is outlined above in Tasks 1 through 8 will be considered extra services and will be billed at our standard hourly rates as previously submitted to VOP and included in the BLR.
4. This agreement is limited to the conceptual design of streetscape/landscape features and does not include: civil, traffic, utility, soils or environmental studies/engineering, or property surveys.
5. This agreement may be terminated by either party after 15 days written notice. Altamanu shall be compensated for all services performed up to this date.

If the aforementioned terms are acceptable to you, we shall appreciate the execution of this document in the space provided below and returning a copy for our files.

We at Altamanu Inc. appreciate this opportunity to work with Christopher B. Burke Engineering, Ltd. and the Village of Oak Park.

Very truly yours,



Josephine Bellalta, PLA, ASLA, President

ACCEPTED BY:

Signature

Printed Name

Title

Date

EXHIBIT A - DESIGN ENGINEERING

Altamonte Inc. (Firm Name)

Route:
LocalMadison Street - Oak Park Ave. to East Ave.
Oak Park, Illinois
(Municipality/Township/County)Section:
Project:
Job No:*Firm's approved rates on file with
Bureau of Accounting and Auditing:Overhead Rate (OH) 14.13%
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☐ 14.5%[(DL + R)(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.1 + R)(DL) + IHDC]
- Specific Rate ☒ 10%[(DL) + (OH*DL)]
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Cost	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
1. Concept Design (30% plans)	Principal Landscape Architect	16	\$ 67.98	\$ 1,087.68	\$ 1,535.15		\$ 136.40	\$ 102.50	\$ 262.28	\$ 3,124.01
	Principal Urban Designer	8	\$ 63.15	\$ 505.20	\$ 713.04				\$ 123.82	\$ 1,340.06
	Sr. Landscape Architect I	40	\$ 37.13	\$ 1,485.20	\$ 2,096.21				\$ 358.14	\$ 3,939.55
	Landscape Designer I	80	\$ 27.01	\$ 2,160.80	\$ 3,049.75				\$ 521.06	\$ 5,731.61
	Landscape Designer II/CADD	80	\$ 24.76	\$ 1,980.80	\$ 2,795.70				\$ 477.65	\$ 5,254.15
2. Progress Meetings (10)	Principal Landscape Architect	20	\$ 67.98	\$ 1,359.60	\$ 1,918.94		\$ 574.00	\$ 215.00	\$ 327.85	\$ 4,395.39
	Principal Urban Designer	20	\$ 63.15	\$ 631.50	\$ 891.30				\$ 152.28	\$ 1,675.08
	Sr. Landscape Architect I	30	\$ 37.13	\$ 1,113.90	\$ 1,572.16				\$ 268.61	\$ 2,954.66
3. Communications (4 pers/2 ppt)	Principal Landscape Architect	8	\$ 67.98	\$ 543.84	\$ 767.58		\$ -	\$ 225.00	\$ 131.14	\$ 1,667.56
	Principal Urban Designer	8	\$ 63.15	\$ 505.20	\$ 713.04				\$ 121.82	\$ 1,340.06
	Sr. Landscape Architect I	16	\$ 37.13	\$ 594.08	\$ 838.48				\$ 143.26	\$ 1,575.82
	Landscape Designer I	60	\$ 27.01	\$ 1,620.60	\$ 2,287.31				\$ 390.79	\$ 4,298.71
	Landscape Designer II/CADD	48	\$ 24.76	\$ 1,188.48	\$ 1,677.42				\$ 286.59	\$ 3,152.49
4. 60% PSE	Principal Landscape Architect	16	\$ 67.98	\$ 1,087.68	\$ 1,535.15		\$ 162.80	\$ 215.00	\$ 262.28	\$ 3,262.91
	Sr. Landscape Architect I	24	\$ 37.13	\$ 891.12	\$ 1,257.73				\$ 214.68	\$ 2,363.73
	Landscape Designer I	80	\$ 27.01	\$ 2,160.80	\$ 3,049.75				\$ 521.06	\$ 5,731.61
	Landscape Designer II/CADD	80	\$ 24.76	\$ 1,980.80	\$ 2,795.70				\$ 477.65	\$ 5,254.15
5. 90% PSE	Principal Landscape Architect	16	\$ 67.98	\$ 1,087.68	\$ 1,535.15		\$ 52.80	\$ 79.75	\$ 262.28	\$ 3,017.66
	Sr. Landscape Architect I	36	\$ 37.13	\$ 1,336.68	\$ 1,886.59				\$ 322.33	\$ 3,545.60
	Landscape Designer I	80	\$ 27.01	\$ 2,160.80	\$ 3,049.75				\$ 521.06	\$ 5,731.61
	Landscape Designer II/CADD	80	\$ 24.76	\$ 1,980.80	\$ 2,795.70				\$ 477.65	\$ 5,254.15
6. 100% PSE	Principal Landscape Architect	8	\$ 67.98	\$ 543.84	\$ 767.58		\$ 107.80	\$ 71.00	\$ 131.14	\$ 1,621.36
	Sr. Landscape Architect I	16	\$ 37.13	\$ 594.08	\$ 838.48				\$ 143.26	\$ 1,575.82
	Landscape Designer I	40	\$ 27.01	\$ 1,080.40	\$ 1,524.83				\$ 260.53	\$ 2,865.80
	Landscape Designer II/CADD	40	\$ 24.76	\$ 990.40	\$ 1,387.85				\$ 218.83	\$ 2,627.08
7. Bidding Assistance	Principal Landscape Architect	4	\$ 67.98	\$ 271.92	\$ 383.79		\$ 107.80	\$ 45.00	\$ 63.57	\$ 874.08
	Sr. Landscape Architect I	12	\$ 37.13	\$ 445.56	\$ 628.86				\$ 107.44	\$ 1,181.87
	Landscape Designer I	16	\$ 27.01	\$ 432.16	\$ 609.95				\$ 104.21	\$ 1,146.32
8. Design Assistance During Construction	Principal Landscape Architect	8	\$ 67.98	\$ 543.84	\$ 767.58		\$ 163.00	\$ 20.00	\$ 131.14	\$ 1,627.56
	Sr. Landscape Architect I	16	\$ 37.13	\$ 594.08	\$ 838.48				\$ 143.26	\$ 1,575.82
										\$ -
Totals		996.00		\$ 32,959.52	\$ 46,519.07	\$ -	\$ 1,306.60	\$ 973.25	\$ 7,947.86	\$ 89,706.30
										\$ 89,706.30

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE
DESIGN ENGINEERING FOR THE MADISON STREET STREETScape AND ROAD
DIET PROJECT FOR AN ADDITIONAL \$360,858**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT dated September 10, 2015, between the Village of Oak Park, an Illinois home rule municipal corporation, and Christopher B. Burke Engineering, Ltd., an Illinois corporation, is entered into this 19th day of April _____, 2016 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement dated September 10, 2015 ("Consultant Services Agreement"); and

WHEREAS, the Parties seek to amend Section 2 of the Professional Services Agreement pursuant to this Amendment to reflect the additional services for concurrently designing a realignment of Madison Street; and

WHEREAS, the Parties seek to amend Section 3 of the Professional Services Agreement pursuant to this Amendment to reflect the additional amount of \$360,858 to the Contract Price for a total amount of \$674,218.

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 Consultant Services Agreement are amended by adding the underlined language and deleting the overstricken language as follows:

Section 2: **Service of the Consultant**

2.2. The Project consists of professional services, as more completely described in the Consultant's "Proposal for Construction Documents for Madison Street Improvements Phase 1" dated August 7, 2015 and Supplemental Proposal No. 1 dated March 23, 2016, collectively attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include the design engineering of the Madison Street Streetscape Project from Oak Park Avenue to East Avenue and design engineering of a road diet on Madison Street from Harlem Avenue to Austin Boulevard and the concurrent design engineering of a

~~streetscape project on Madison Street including a realignment of Madison Street the selection of site furnishings and aesthetics for the Madison Street Streetscape and development of preliminary concepts for gateway elements as described in the Scope of Work section of the Services. 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 in an amount not to exceed ~~\$313,360~~ \$674,218 ("Contract Price"). The Consultant shall be paid installments 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 CONSULTANT SERVICES AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Consultant Services Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment to the Consultant Services 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 Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

CHRISTOPHER B. BURKE ENGINEERING, LTD.


By: Cara Pavlicek
Its: Village Manager



By: Michael Kerr, PE
Its: Executive Vice-President

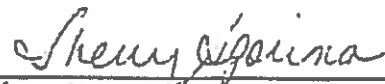
Dated: 4/19, 2016

Dated: 4/26, 2016

ATTEST

ATTEST

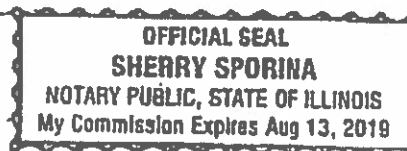

By: Teresa Powell
Its: Village Clerk


By: Sherry Sporina
Its: Notary Public

Dated: 4/19, 2016

Dated: 4/26, 2016







COPY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 10 day of September 2015, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Christopher B. Burke Engineering, Ltd., an Illinois corporation (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional services performed by the Consultant for design engineering services for the Madison Street Streetscape and road diet project pursuant to the Consultant's Proposal dated August 7, 2015, attached hereto and incorporated herein (hereinafter referred to as the "Project"); and

WHEREAS, the Consultant has represented to the Village that it has necessary expertise to perform its services for the Project and has expressed its willingness to furnish its services subject to terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Project consists of professional services, as more completely described in the Consultant's "Proposal" dated August 7, 2015, attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include the selection of site furnishings and aesthetics for the Madison Street Streetscape and development of preliminary concepts for gateway elements as described in the Scope of Work section of the Services. 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 Project. 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 or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Manager's designee shall be deemed the Village's authorized representative, 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. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates Michael Kerr, PE, 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.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$313,360 ("Contract Price"). The Consultant shall be paid installments 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 within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or 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 the 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; (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) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing consultants Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of 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 set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving 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 amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of 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 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 its Services pursuant to Section 2.6 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 may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for 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 completed by the Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officers, employees, agents, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village, its officers, employees, agents and volunteers, arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village, its officers, employees, agents or volunteers. The Consultant's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

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 5. 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 B+9, 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 any of its subconsultants to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, 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
Personal Injury	\$ 1,000,000.00
 - iii. Cover 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. Cover 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. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, 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 workers' compensation insurance, 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. Coverage to 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	\$2,000,000.00
---------------------------	----------------
- (F) The Village, its officers, employees, agents and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. 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, 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 Project.

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 defend the Village as herein provided.

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 designs, drawings, specifications, reports and other professional 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 be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one 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, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. 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 subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, 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 ("Documents") shall be and remain the property of the Village upon completion of the project 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 Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which 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 given notice to the Consultant not to dispose of or destroy said Documents and to require 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. The Agreement and all books, records and supporting documents related to the 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 subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the 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 Project 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 furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (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 a FOIA request. The Consultant shall defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's 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 agrees to pay all costs connected therewith (such as reasonable attorney's 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 agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

11.4. 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.

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 its 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 engineering 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 a service to be provided to the Village by Consultant, and the Village may select another landscape architect or urban designer 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 final payment 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 (15) business days after 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 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 in the Contract Price;

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 progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, 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.

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 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 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 brought 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, or by facsimile or electronic 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
Fax: (708) 358-5101
Email: bmckenna@oak-park.us

If to the Consultant:

Michael Kerr, PE
Executive Vice-President
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
Fax: (847) 823-0520
Email: mkerr@cbbel.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 facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic 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 facsimile or electronic 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 parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings or 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 may 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 date that the Village Manager for the Village of Oak Park executes this Agreement 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 warrants that she has 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 parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.


[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

CHRISTOPHER B. BURKE ENGINEERING, LTD.


By: Cara Pavlicek
Its: Village Manager



By: Michael Kerr, PE
Its: Executive Vice-President

Dated: 9/10, 2015

Dated: 9/15, 2015

ATTEST

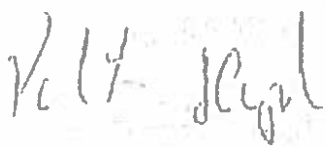
ATTEST

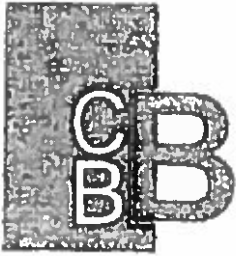

By: Teresa Powell
Its: Village Clerk


By:
Its:

Dated: 9/10, 2015

Dated: 9/15, 2015





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823 0520

August 7, 2015

Cara Pavlicek, Village Manager
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

Attention: Mr. William McKenna, PE
Village Engineer

Subject: Proposal for Construction Documents for Madison Street Improvements
Phase 1: Madison Street Streetscape (Oak Park Ave to East Ave) and
Bike Lane Pavement Marking (Harlem Ave to Oak Park Ave and East
Ave to Austin Blvd) Project

Dear Ms. Pavlick:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for landscape architecture and professional engineering services for the subject project. CBBEL will be the prime consultant with Altamanu, Inc (Landscape Architecture) and Sam Swartz Engineering (Civil Engineering support) completing our team. This is the same original team that developed the concept in 2011. This proposal includes our Understanding of the Assignment, Scope of Services, Project Design Timeline, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

We understand that the Village of Oak Park would like to proceed with the preparation of construction plans and specifications for the first phase of the Madison Street Improvements Project, financed entirely with Village funds. The Village looks to have this first phase under construction in 2016.

The first phase of the Madison Street Improvements is understood to include streetscape enhancements from Oak Park Ave to East Ave (a distance of approximately 1,350 ft.), and bike lane creation via pavement markings from Harlem Ave to Oak Park Ave (a distance of approximately 3,000 ft.) and from East Ave to Austin Blvd (a distance of approximately 3,950 ft.). The total project length is approximately 8,150 ft (1.54 miles).

The streetscape enhancements will include: removals of existing sidewalk, driveways, curb/gutter, curblin drainage structures, parking lane pavement, parkway trees, landscaped medians, and lighting. Proposed elements include new ADA compliant sidewalk, driveways, protected bike lane, parking lane, ornamental lighting, trees, trees in grates, parkway pavers, new pavement/pavement patches, resurfaced roadway, pavement markings, regulatory roadway signage, planters, and site furniture (benches, bike racks, planter pots, trash cans). Other improvements may include; bioswales, irrigated planters/parkways (performance based specification/plans), decorative pavement treatments, decorative sidewalk treatments, spot water main improvements, spot sewer main improvements, crossing improvements at Kenilworth Ave, and crossing improvements at Scoville Ave. Drainage improvements also include sewer replacement (approx 415 ft of 15" sewer) from Oak Park Ave to Euclid Ave. Signal modifications (head location, cable, and timing) will be made – the existing poles/mast arms and handholes will be maintained. Temporary items include: sediment erosion and control, traffic control, and pedestrian access management.

Bike lane creation includes: removal of pavement markings, and proposed pavement markings, regulatory signage and bike racks. Signal modifications (head location, cable, and timing) will be made – the existing poles/mast arms and handholes will be maintained. Temporary items include traffic control. From Harlem Ave to Oak Park Ave the bike lanes will be created via a road diet from 2 vehicle lanes in each direction to one vehicle lane in each direction separated by a two way left turn lane. Due to corridor's width, the bike lane will have no buffer at the vehicle lane or the parking lane. Parking will be maintained on each side of Madison Street. From East Ave to Austin Blvd the bike lanes will be created via a road diet from 2 vehicle lanes in each direction to one vehicle lane in each direction separated by the existing median lane (flush and planted barrier medians). Due to corridor's wide width, the bike lane will have buffer at the vehicle lane and at the parking lane. Parking will be maintained on each side of Madison Street.

SCOPE OF SERVICES

CBBEL proposes the following scope of services for the projects.

Task 1 – Kick-off Meeting, Site Visits, and Data Collection: The Project Team will attend project kick-off meeting with the Village to discuss the project objectives and to refine the project scope, as necessary. The Team will visit the site as-needed to gather/confirm provided information. The team will collect, examine, review and evaluate data provided by the Village. This data will include at least the following base information:

- Village Design Standards
- Village Bld Book Template
- Topographic/cross-sectional/utility survey (Concurrent separate Village contract)

- PESA/PSI/Geotechnical information (Concurrent separate Village contract)
- Madison Street Master Plan (Concurrent separate Village contract with Altamanu)
- Abutting private development concepts/plans
- Sewer inspection reports (streetscape section)

Task 2 – Preliminary Plans and Cost Estimate: CBBEL will prepare contract documents consisting of plans, anticipated construction schedule, and order of magnitude estimate of construction cost. Plans will be prepared in accordance with Village/IDOT design standards and will be in English units. The following sheets will be included in the plans:

Sheet	No. of Sheets
Cover Sheet	1
Typical Sections - Streetscape	2
Typical Sections – Bike Lanes	1
Maintenance of Traffic Typical Sections and Staging Notes	2
Proposed Streetscape Plans (1" = 20')	4
Proposed Landscape Plan (1" = 20')	4
Proposed Bike Lanes Plan (1" = 50')	8
Total	23

Our sub-consultant Altamanu, Inc. will provide proposed landscape sheets and cost. Our sub-consultant Sam Schwartz will provide engineering assistance (bike facilities, etc.)

These Preliminary submittal items will be provide to the Village for review and for Village's Topographic/cross-sectional and utility survey (concurrent separate Village contract) project's use in finalizing their deliverables.

Task 3 – IDOT Coordination: The Preliminary Plans will be used to determine geometric and minor signal modifications (head location, cable, and timing) at IDOT intersections: Harlem/Madison and Ridgeland/Madison. These intersections are within the Bike Lanes segments and only pavement marking/signal modifications are proposed.

CBBEL will direct our sub-consultant (Fish Transportation) to collect traffic counts at the IDOT intersections. CBBEL will analyze intersection capacity for the existing/proposed conditions. We will then meet with IDOT for concurrence on design parameters and required deliverables. We will then create/submit, as needed, Intersection Design Studies and other required items for IDOT review/approval.

Task 4 – Pre-Final Plans, Specifications and Cost Estimate: CBBEL will prepare contract documents consisting of plans and specifications. We will also prepare estimate of time, estimate of construction cost, Photometric Calculations Report, and disposition of Village's comments on Preliminary Submittal. Plans will be updated based on Village's comments on Task 3 items and updated Village's Topographic/cross-sectional and utility survey. The following sheets will be included in the plans:

Sheet	No. of Sheets
Cover Sheet	1
General Notes/Index of Sheets	1
Schedule of Quantities	2
Alignment, Ties and Benchmarks (1"=100')	2
Typical Sections - Streetscape	2
Typical Sections - Bike Lanes	2
Existing/Proposed Striping Plans (1" = 50') - Bike Lanes	9
Maintenance of Traffic Typical Sections and Staging Notes - Streetscape	2
MOT Plans (1"=20') - Streetscape	8
Existing Conditions (1"=20') - Streetscape	4
Removal Plan with Erosion Control (1"=20') - Streetscape	4
Proposed Streetscape Plans (1" = 20') - Streetscape	4
Grading Plans - Layout/Dimensioning & Patterns of Special Paving Areas (1" = 10') Streetscape	8
Lighting Plans - Streetscape	4
Lighting Details and General Notes	10
Detailed Landscape Plan(s) - Streetscape	4
Related Planting Details, Plant Schedules & General Notes	7
Crossing Improvement	4
Water Main / Sewer Plans	4
Water Main / Sewer Details	4
Construction Details	4
Total	90

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed.

CBBEL will also make any required submittals to IEPA to meet NPDES requirements and to MWRD for sewer replacement.

Our sub-consultant Altamanu, Inc. will provide plan and detail sheets related to landscaping, site furniture, pavers, and specialty pavement/sidewalk treatments, along with associated special provisions, quantities and estimate of cost.

These Pre-Final submittal items will be provide to the Village for review and for Village's Topographic/cross-sectional and utility survey (concurrent separate Village contract) project's use in finalizing their deliverables.

Task 5 - Final Plans, Specifications and Estimates: The Team will revise and finalize the contract documents and estimate of cost upon receiving comments from the following:

- Village's comments on Pre-Final submittal
- IDOT comments on Preliminary submittal and on items submitted as part of Task 3.
- Finalized Village's Topographic/cross-sectional and utility survey deliverables

These Final submittal items will be provide to the Village for approval.

Task 6 - Bid Documents: In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format. We will also review the Bid Tabulations and make recommendations. We will also provide the plans (electronic format) to the affected utilities.

Task 7 - Village Coordination, Project Management, and QA/QC: The Team will meet with the Village to review comments on submittals and project progress. We anticipate four meetings with Village Staff (including district/steering committee meetings). CBBEL will prepare agendas, presentation materials, and meeting minutes for these meetings.

CBBEL Staff will be responsible for progress reports, scheduling, invoicing, technical direction of staff and sub-consultants, project management and coordination. CBBEL Staff will QA/QC Task deliverables overall and receive sub-consultant qa/qc forms.

Project Design Timeline

The below timeline meets Village's intended Spring 2016 construction start and accommodates the concurrent separate Village contracts for survey and soils investigation.

<u>Start Date</u>	<u>Milestone</u>
September 14, 2015	Notice to Proceed
October 19, 2015	Preliminary Submittal
January 11, 2016	Pre-Final Submittal
February 22, 2016	Final Submittal
April 4, 2016	Bid Document Submittal
May 9, 2016	Construction Project NTP (permits in-hand)

ESTIMATE OF FEE

We estimate the costs of the services to be \$313,359.53, as detailed in the included Cost Plus Fixed Fee Cost Estimate of Consultant Services.

We look forward to working for the Village. If you have any concerns please call myself or Bryan Luke at 847-823-0500.

Sincerely,



Michael Kerr, PE
Executive Vice-President

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Oak Park
Section Madison St Sacc + Bike Lane Pkgs
Project Harlem Ave to Austin Ave
Job No:

DATE 08/07/15

SHEET

1

OF

2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 - Kick-off Meeting, Site Visits, and Data Collection			Task 2 - Preliminary Plans and Cost Estimate			Task 3 - IDOT Coordination			Task 4 - Pre-Final Plans, Specifications and Cost Estimate			Task 5 - Final Plans, Specifications and Estimates		
		Hours	% Part.	Wght Avg	Hours	% Part.	Wght Avg	Hours	% Part.	Wght Avg	Hours	% Part.	Wght Avg	Hours	% Part.	Wght Avg	Hours	% Part.	Wght Avg
Engineer VI	70.00	54	2.33%	1.63	4	8.00%	5.80	10	1.71%	1.19	4	1.72%	1.21	14	1.84%	1.29	8	2.12%	1.48
Engineer V	60.06	178	7.69%	4.62	6	12.00%	7.21	24	4.10%	2.46	44	18.97%	11.39	52	8.82%	4.10	20	5.29%	3.16
Engineer IV	49.19	504	21.76%	10.70	16	32.00%	15.74	120	20.48%	10.07	40	17.24%	8.48	152	19.85%	9.81	80	21.16%	10.41
Engineer III	41.19	176	7.80%	3.13				60	10.24%	4.22	46	20.69%	8.52	40	5.25%	2.16	20	5.29%	2.18
Engineer I/II	30.23	864	37.31%	11.28	16	32.00%	9.67	240	40.96%	12.36	60	25.86%	7.82	340	44.52%	13.49	140	37.04%	11.28
Env Res Specialist V	68.50	0																	
Env Res Specialist IV	50.58	0																	
Env Res Specialist III	38.37	0																	
Env Res Technician	34.00	0																	
Landscape Architect	50.00	0																	
Survey V	70.00	0																	
Survey IV	61.50	0																	
Survey III	41.19	0																	
Survey II	37.40	0																	
Survey I	25.88	0																	
CAD Manager	55.50	28	1.21%	0.67				12	2.05%	1.14				8	1.05%	0.58	6	1.59%	0.88
Asst. CAD Manager	47.00	0																	
CAD II	43.48	328	14.18%	8.16	2	4.00%	1.74	102	17.41%	7.57	20	8.62%	3.75	112	14.70%	6.39	68	17.99%	7.82
CAD I	33.21	0																	
Engineering Technician	60.00	0																	
Engineering Technician	45.00	0																	
Engineering Technician	41.02	0																	
Engineering Technician	41.17	0																	
GSI Specialist III	43.00	8	0.35%	0.15	2	4.00%	1.72	2	0.34%	0.16	4	1.72%	0.74						
GSI Specialist I/II	26.00	0																	
Administrative	28.15	178	7.80%	2.22	4	8.00%	2.33	16	2.73%	0.80	12	6.17%	1.51	44	5.77%	1.68	36	9.52%	2.78
		0																	
		0																	
TOTALS		2316	100%	\$40.55	50	100.00%	\$44.01	586	100%	\$39.97	232	100%	\$43.42	762	100%	\$39.50	378	100%	\$39.92

PREPARED BY THE AGREEMENTS UNIT

Printed 8/7/2015 10:26 AM

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Oak Park
Section Madison St Saccp + Blke Lane Pnks
Project Hartem Ave to Auslin Ave
Job No:

DATE 06/07/15

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 8 - Bid Documents			Task 7 - Village Coordination, Project Management, and QA/QC														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	2	1.25%	0.95	12	7.50%	5.25												
Engineer V	60.08	8	5.41%	2.66	24	15.00%	9.01												
Engineer IV	49.19	32	21.62%	10.64	64	40.00%	18.68												
Engineer III	41.19	8	5.41%	2.23															
Engineer IIII	30.23	48	32.43%	9.80	20	12.50%	3.78												
Env Ras Specialist V	66.50																		
Env Ras Specialist II	50.58																		
Env Ras Specialist I	38.37																		
Env Ras Technician	34.00																		
Landscape Architect	50.00																		
Survey V	70.00																		
Survey IV	61.50																		
Survey III	41.19																		
Survey II	37.40																		
Survey I	25.88																		
CAD Manager	55.60	2	1.35%	0.76															
Asst. CAD Manager	47.00																		
CAD II	43.48	24	16.22%	7.05															
CAD I	33.21																		
Engineering Technic	60.00																		
Engineering Technic	45.00																		
Engineering Technic	41.02																		
Engineering Technic	41.17																		
GSI Specialist III	43.00																		
GSI Specialist IIII	26.00																		
Administrative	29.15	24	16.22%	4.73	40	25.00%	7.29												
TOTALS		148	100%	\$38.80	160	100%	\$45.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, L DATE

08/07/15

ESCALATION FACTOR

0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	\$70.00	\$70.00
Engineer V	\$60.06	\$60.06
Engineer IV	\$49.19	\$49.19
Engineer III	\$41.19	\$41.19
Engineer I/II	\$30.23	\$30.23
Env Res Specialist V	\$66.50	\$66.50
Env Res Specialist IV	\$50.58	\$50.58
Env Res Specialist III	\$38.37	\$38.37
Env Res Technician	\$34.00	\$34.00
Landscape Architect	\$50.00	\$50.00
Survey V	\$70.00	\$70.00
Survey IV	\$61.50	\$61.50
Survey III	\$41.19	\$41.19
Survey II	\$37.40	\$37.40
Survey I	\$25.88	\$25.88
CAD Manager	\$55.50	\$55.50
Asst. CAD Manager	\$47.00	\$47.00
CAD II	\$43.48	\$43.48
CAD I	\$33.21	\$33.21
Engineering Technician V	\$60.00	\$60.00
Engineering Technician IV	\$45.00	\$45.00
Engineering Technician III	\$41.02	\$41.02
Engineering Technician I/II	\$41.17	\$41.17
GSI Specialist III	\$43.00	\$43.00
GSI Specialist I/II	\$26.00	\$26.00
Administrative	\$29.15	\$29.15