

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND TERRA ENGINEERING, LTD. FOR THE
DESIGN OF THE OAK PARK AVENUE RESURFACING, UTILITY, AND STREETScape PROJECTS
TO CHANGE THE NOT TO EXCEED AMOUNT FROM \$775,037 TO \$1,010,958**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Amendment") dated September 17, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation, and Terra Engineering, Ltd., an Illinois corporation, is entered into this 21 day of November, 2022 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement September 16, 2019 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services to include additional services associated with designing water and sewer main improvements from Lake Street to Ontario, evaluating opportunities for SMART city technologies, and evaluating opportunities for scope or materials to be consistent with the climate action plan; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$235,921 to the Contract Price for a total amount of \$1,010,958

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

Section 2: Service of the Consultant

2.1 The Project consists of professional engineering services as more completely described in the Consultant's Proposal for "Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects" dated July 1, 2019 and the Consultant's "Proposal for Supplemental Design Service" dated September 9, 2022, collectively attached hereto and incorporated herein (hereinafter referred to as the "Consultant's Proposal"). After written authorization by the Village, the

Consultant shall provide the Services for the Project. These Services shall include providing phase I and II design of the street resurfacing project and water and sewer main improvement project on Oak Park Avenue; providing landscape architecture and planning services and the preliminary engineering for the streetscape project; and providing public relations and web development services to gather public input for the project, as described in the Scope of Services section of the Project. 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 ~~\$775,037.00~~ \$1,010,958.00 ("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.

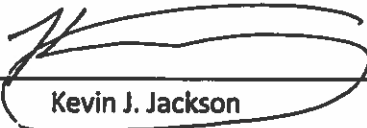
4. **EFFECTIVE DATE.** This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

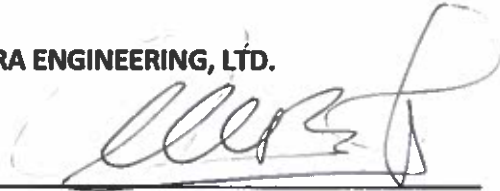
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

TERRA ENGINEERING, LTD.


By: Kevin J. Jackson
Its: Village Manager



By: Jamil Bou-Saab
Its: Executive Vice President

Dated: November 22, 2022

Dated: 12/13, 2022

ATTEST

ATTEST


By: Christina M. Waters
Its: Village Clerk


By: Evelyn Lim
Its: Business Manager

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

Dated: 11/28, 2022

Dated: 12/13, 2022

REVIEWED AND APPROVED
AS TO FORM

NOV 22 2022


LAW DEPARTMENT



August 18, 2022
 Revised September 9, 2022

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

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

Dear Bill,

Thank you again for your continued collaboration with us on this exciting project! Per your request, we provide the following proposal for supplemental design services associated with the restart of applicable tasks from the TERRA proposal, dated July 1, 2019, and general rate increases incurred during the time the project has been on hold. The design team previously started Task 1, kicking off the project and hosting the first open house before the project was put on hold due to the COVID-19 pandemic. We will revisit the previously completed tasks and continue with the originally anticipated scope of work, incorporating several additional items including enhanced utility design and coordination, Climate Action Plan review and incorporation, topographic survey, and modifications to the traffic signal scope. For reference, the anticipated tasks (as referenced in the original scope of work) include:

1. Task 1: Streetscape Design

- a. **Phase 1 (Discovery):** Covers project re-kick-off, the reestablishment of design drivers and metrics, and the beginning of public engagement. Added scope of work also includes rehosting Open House #1 and reviewing the Village's Climate Action Plan and begin preliminary utility coordination, i.e., Small Cell coordination per email dated 07/08/2022.
- b. **Phase 2 (Alternatives Design):** Covers the originally anticipated scope of work of continued public engagement and the development of alternative configurations and design palettes for the streetscape improvements. The design team will also continue utility coordination and incorporation of applicable portions of the Climate Action Plan.
- c. **Phase 3 (Final Schematic Design):** Covers the originally anticipated scope of work of creating a Schematic Design Package and garnering approval of the preferred option with the Village Board, Village Staff, and the Public.

2. Task 2: Water and Sewer Main Project:

- a. **Lake to Ontario:** Covers Schematic Design (30% Design Documents) of new water main and combined sewer main from just north of the Lake Street intersection to the Ontario Street intersection. Water services will be replaced from the new main to the meter within the commercial district section and to the buffalo box in the residential

area north of the commercial section. Sewer laterals will be replaced from the new main sewer to the building line within the commercial section and to the back of curb north of the commercial district. This supplement covers schematic engineering of the water main and sewer main work only.

- b. **Randolph to Pleasant:** Covers Schematic Design (30% Design Documents) associated with updating the design of the sewer main and lateral service lines by updating the already prepared issued for permit plans for the sewer replacement from Randolph to Pleasant Street. The plans that were prepared for the 2021 sewer and water main "North Contract" that cover this segment will be updated to reflect the as-built conditions from the 2021 sewer and water main project, changes to private utilities within this limit (new fiber, etc.), and incorporate changes as required to facilitate the streetscape project.
 - c. The above water and sewer scopes only include the planning and delivery of 30% Design Plans (no profile information included) for pricing and incorporation into the Streetscape Design (Task 1). A proposal will be provided for review and consideration at a later date to further develop the 30% documents and prepare final bid/permit plans and specifications as that scope is excluded in this proposal supplement.
3. **Task 5: Intersections:** Added scope of work will include the planning and delivery of 30% Design Documents (schematic(s)/narrative(s) and concept pricing) for the full modernization and installation of GPS based emergency preemption, UPS, and wiring for future upgrades to Miovision systems into two intersections: North/South Boulevard and Pleasant Street. This task also includes pedestrian signal upgrades at Pleasant Street to be accessible pedestrian signals. See Exhibit 1 for applicable intersections, circled in blue.
 4. **Task 6: Geotechnical and Pavement Investigation:** Will include additional geotechnical investigation: a total of nine (9) soil borings to a depth of 13-feet, with in-field pH (CCDD) screening, within the anticipated streetscape work limits, and delivery of a geotechnical report of findings.
 5. **Task 8: Topographic Survey:** Additional topographic survey updates to reflect recent changes at the Lake Street intersection, from Washington to Pleasant, private development at 133 S. Oak Park Avenue, and to extend the survey north of North Boulevard (50 feet beyond alleys east and west of Oak Park Avenue). See Exhibit 1 for anticipated survey areas, in red.
 6. **Task 11: Union Pacific and CTA Coordination:** Completion of originally anticipated scope of studying the lowering of Oak Park Avenue under the railroad viaduct. Additional fees herein cover escalation of labor rates incurred.
 7. **Task 12: Public Affairs / Marketing / Website Development:** Completion of originally anticipated scope of services, and revisiting previously completed tasks, for multiple forms of public engagement. Additional fees herein also cover escalation of labor rates incurred.
 8. **Task 13: Administration:** Completion of originally anticipated scope of services for administering public engagement meetings and general contract administration. Additional fees herein also cover escalation of labor rates incurred.
 9. **Task 14: SMART Cities Implementation:** This is a new task and includes planning and due diligence for installing new single mode fiber optic interconnect on Oak Park Avenue, from Washington Blvd signal cabinet to Pleasant, to North/South Blvd, east along North Blvd to main fire station. The scope for SMART Cities will include the coordination of new handholes at the base of at least one streetlight per intersection within the streetscape project limits and

Bill McKenna
Village of Oak Park
Oak Park Avenue Streetscape – TERRA Proposal
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R1: September 9, 2022

the routing of proposed communications lines associated with SMART Cities infrastructure. The anticipated deliverable for this Task will be 30% Design Documents (schematics and a narrative).

TERRA intends on maintaining the same design team which includes several subconsultants: **Design Workshop** will provide Landscape Architecture planning and design, a5 who will assist with public relations and engagement, **Lochner** who will provide consultation on the vertical clearance at the railroad underpass, and **Chicago Testing Laboratory** who will provide geotechnical investigative services. We understand that the public engagement portion of the work will not begin until January 2023, but the design team is ready to begin with early utility coordination and due diligence tasks outlined in Phase 1 immediately.

This fee proposal is based on your request for proposal (RFP) received July 8, 2022, the original scope outlined in the TERRA proposal, dated July 1, 2019, our conversations thereafter, documentation provided to date, our research to date concerning the subject property, and our understanding of codes in effect as of this date. A specific list of anticipated additional scope of work and deliverables is listed below.



Exhibit 1 – Tasks 5 & 8 Site Area

COMPENSATION

TERRA offers the above services at the fees outlined in the attached Cost Plus Fixed Fee worksheet. We understand that the proposed scope and fee included herein will be deducted from the outstanding contract value and the remaining balance will be awarded via additional services.

ADDITIONAL SERVICES

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

Bill McKenna
Village of Oak Park
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ACCEPTANCE

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

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

Sincerely yours,
TERRA ENGINEERING, LTD.



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

Cc: Jamil Bou-Saab, TERRA
Keven Graham, TERRA
Dustin Erickson, TERRA

Attachments

<p><u>ACCEPTED BY</u></p> <p>Date: _____</p> <p>Printed name: _____</p> <p>Signed name: _____</p> <p>Title: _____</p>
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**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME	<u>TERRA Engineering Ltd</u>	DATE	<u>10/24/22</u>
PRIME/SUPPLEMENT	<u>Prime</u>	PTB NO.	<u>0</u>
CONTRACT TERM	<u>10</u> MONTHS	OVERHEAD RATE	<u>160.60%</u>
START DATE	<u>8/1/2022</u>	COMPLEXITY FACTOR	<u>0.035</u>
RAISE DATE	<u>6/1/2023</u>	% OF RAISE	<u>0.00%</u>

ESCALATION PER YEAR

<u>8/1/2022</u> - <u>5/31/2023</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

TERRA Engineering Ltd
Prime

DATE 10/24/22

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$78.00	\$78.00
Sr. Project Manager	\$78.00	\$78.00
Sr. Structural Engineer	\$68.91	\$68.91
Project Manager	\$57.44	\$57.44
Sr. Project Engineer	\$50.38	\$50.38
Project Engineer	\$39.16	\$39.16
Design Engineer	\$31.31	\$31.31
Sr. Landscape Architect	\$58.88	\$58.88
Landscape Architect	\$35.58	\$35.58
Landscape Designer	\$26.32	\$26.32
GIS Analyst	\$31.50	\$31.50
Surveyor	\$40.39	\$40.39
Sr. Traffic Technician	\$31.25	\$31.25
Sr. CADD Technician	\$36.30	\$36.30
Administrative Assistant	\$26.41	\$26.41

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM	TERRA Engineering Ltd	DATE	10/24/2022
PROJECT	Oak Park Ave Corridor	OVERHEAD RATE	160.60%
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0.035

TASK	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
1. Streetscape Project	192	9,913	15,920	0	2,842			28,674	8.6%
2. Water and Sewer Main	130	5,506	8,843	500	1,578			16,427	4.9%
3. Roadway Resurfacing	0	0	0	0	0			0	0.0%
4. Southtown Business District	0	0	0	0	0			0	0.0%
5. Intersection Enhancements	44	2,048	3,289	0	587			5,924	1.8%
5B. Randolph St Intersection	0	0	0	0	0			0	0.0%
6. Geotechnical and Pavement Investigation	12	647	1,039	150	185			2,021	0.6%
7. Environmental Studies (ESR, PESA, PSI)	0	0	0	0	0			0	0.0%
8. Topographic Survey	132	5,203	8,357	500	1,492			15,552	4.7%
9. Vaulted Sidewalks and GPR Survey	0	0	0	0	0			0	0.0%
10. Forestry Coordination	0	0	0	0	0			0	0.0%
11. Union Pacific RR Viaduct	64	3,005	4,826	0	861			8,692	2.6%
12. Public Input, Meetings and Website	80	4,749	7,627	250	1,361			13,988	4.2%
13. Administration	120	4,410	7,083	0	1,264			12,758	3.8%
14. SMART Cities Implementation	64	2,832	4,548	0	812			8,192	2.5%
Subconsultants									
Design Workshop						113,000		113,000	34.0%
a5 Branding & Digital						25,000		25,000	7.5%
Lochner						48,903		48,903	14.7%
Chicago Testing Laboratory						33,000		33,000	9.9%
TOTALS	838	38,313	61,531	1,400	10,983	219,903	-	332,130	100.0%

AVERAGE HOURLY PROJECT RATES

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

DATE 10/24/22
SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Streetscape Project			2. Water and Sewer Main			3. Roadway Resurfacing			4. Southtown Business District			5. Intersection Enhancements		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	18	2.1%	1.68	8	4.2%	3.25	2	1.5%	1.20									
Sr. Project Manager	78.00	0																	
Sr. Structural Engineer	68.91	0																	
Project Manager	57.44	190	22.7%	13.02	60	31.3%	17.95	16	12.3%	7.07						8	18.2%	10.44	
Sr. Project Engineer	50.38	130	15.5%	7.82	24	12.5%	6.30	32	24.6%	12.40						20	45.5%	22.90	
Project Engineer	39.16	136	16.2%	6.36	40	20.8%	8.16	40	30.8%	12.05									
Design Engineer	31.31	40	4.8%	1.49				40	30.8%	9.63									
Sr. Landscape Architect	58.88	72	8.6%	5.06	40	20.8%	12.27												
Landscape Architect	35.58	20	2.4%	0.85	20	10.4%	3.71												
Landscape Designer	28.32	0																	
GIS Analyst	31.50	0																	
Surveyor	40.39	80	9.5%	3.86															
Sr. Traffic Technician	31.25	8	1.0%	0.30												16	36.4%	13.20	
Sr. CADD Technician	36.30	64	7.6%	2.77															
Administrative Assistant	26.41	80	9.5%	2.52															
TOTALS		838	100.0%	\$45.72	192	100.0%	\$51.63	130	100.0%	\$42.35	0	0.0%	\$0.00	0	0.0%	\$0.00	44	100.0%	\$46.54

AVERAGE HOURLY PROJECT RATES

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

DATE 10/24/22
SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	SB. Randolph St Intersection			6. Geotechnical and Pavement Investigation			7. Environmental Studies (ESR, PESA, PSI)			8. Topographic Survey			9. Vaulted Sidewalks and GPR Survey			10. Feasibility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Sr. Project Manager	78.00																		
Sr. Structural Engineer	68.91																		
Project Manager	57.44				6	50.0%	28.72				4	3.0%	1.74						
Sr. Project Engineer	50.38				6	50.0%	25.19												
Project Engineer	39.16																		
Design Engineer	31.31																		
Sr. Landscape Architect	58.88																		
Landscape Architect	35.58																		
Landscape Designer	26.32																		
GIS Analyst	31.50																		
Surveyor	40.39										80	60.6%	24.48						
Sr. Traffic Technician	31.25										48	36.4%	13.20						
Sr. CADD Technician	36.30																		
Administrative Assistant	26.41																		
TOTALS		0	0.0%	\$0.00	12	100.0%	\$53.91	0	0.0%	\$0.00	132	100.0%	\$39.42	0	0.0%	\$0.00	0	0.0%	\$0.00

AVERAGE HOURLY PROJECT RATES

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

DATE 10/24/22
SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	11. Union Pacific RR Viaduct			12. Public Input, Meetings and Webells			13. Administration			14. SMART Cities Implementation								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg						
Principal	78.00				8	10.0%	7.80												
Sr. Project Manager	79.00																		
Sr. Structural Engineer	68.91																		
Project Manager	57.44	16	25.0%	14.36	32	40.0%	22.98	40	33.3%	19.15	8	12.5%	7.18						
Sr. Project Engineer	50.38	24	37.5%	18.89	8	10.0%	5.04				16	25.0%	12.60						
Project Engineer	39.18	16	25.0%	9.79							40	62.5%	24.48						
Design Engineer	31.31																		
Sr. Landscape Architect	58.88				32	40.0%	23.55												
Landscape Architect	35.58																		
Landscape Designer	26.32																		
GIS Analyst	31.50																		
Surveyor	40.39																		
Sr. Traffic Technician	31.25	8	12.5%	3.91															
Sr. CADD Technician	36.30																		
Administrative Assistant	26.41							80	66.7%	17.61									
TOTALS		64	100.0%	\$46.95	80	100.0%	\$59.37	120	100.0%	\$36.75	64	100.0%	\$44.25	0	0.0%	\$0.00	0	0.0%	\$0.00



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 17 day of September, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Terra Engineering, Ltd., an Illinois limited liability corporation (hereinafter referred to as the "Consultant").

RECITAL

WHEREAS, the Village intends to have professional engineering services (hereinafter referred to as the "Services") performed by the Consultant to provide professional engineering services for design of the Oak Park Avenue resurfacing, Utility, and Streetscape projects, pursuant to the Village's Request for Proposals dated June 12, 2019, attached hereto and incorporated herein (hereinafter referred to as the "Project").

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

1. **RECITAL INCORPORATED.**

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

2. **SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional engineering services as more completely described in the Consultant's Proposal for "Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects" dated July 1, 2019, attached hereto and incorporated herein by reference (hereinafter referred to as the "Consultant's Proposal"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing phase I and II design of the street resurfacing project and water and sewer main improvement project on Oak Park Avenue; providing landscape architecture and planning services and the preliminary engineering for the streetscape project; and providing public relations and web development services to gather public input for the project, as described in the Scope of Services section of the Project. 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's Director of Public Works or the Director'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 Jamil Bou Saab as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$775,037.00 ("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 Consultant's 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 reasonable 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 reasonable costs, expenses, losses, damages, liabilities, suits,

judgments, awards, reasonable 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 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party 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 and its officers, officials, agents, employees 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 or its officials, agents, employees and volunteers to the extent caused by the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy by the insurer unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date by the insurer, 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 6 and indemnify, hold harmless and defend the Village, officers, officials, agents, employees 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 negligent operations or premises, anyone directly or indirectly employed by the Consultant.
- (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
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- (E) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds 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 and its officials, agents, employees 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 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. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. **SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the

other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all 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 review laws, regulations, codes and standards in effect as of the date of this Agreement that applicable to Consultant's services and shall exercise professional care and judgment to comply with said requirements imposed by governmental authorities having jurisdiction over the Project.

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. Notwithstanding the foregoing, the Consultant shall maintain all rights to reuse standard details and other design features on other projects. 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 give 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. 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 have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable 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 shall 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. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such

as reasonable 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.

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 civil engineer and/or land surveyor 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 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
Email: bmckenna@oak-park.us

If to the Consultant:

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

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

18.3. Notice by electronic transmission shall be effective as of date and time of fa 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 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 shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

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

22. EFFECTIVE DATE.

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

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

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

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

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

VILLAGE OF OAK PARK



By: Cara Pavilcek
Its: Village Manager

Date: 9/17, 2019

ATTEST:



By: Vicki Scaman
Its: Village Clerk

Date: 9/17, 2019

TERRA ENGINEERING, LTD.



By: Jamil Bou-Saab
Its: Executive Vice President

Date: 10/3, 2019

ATTEST:



By: Evelyn Lim
Its: Business Manager

Date: 10/3, 2019

REVIEWED AND APPROVED

ASTORIA

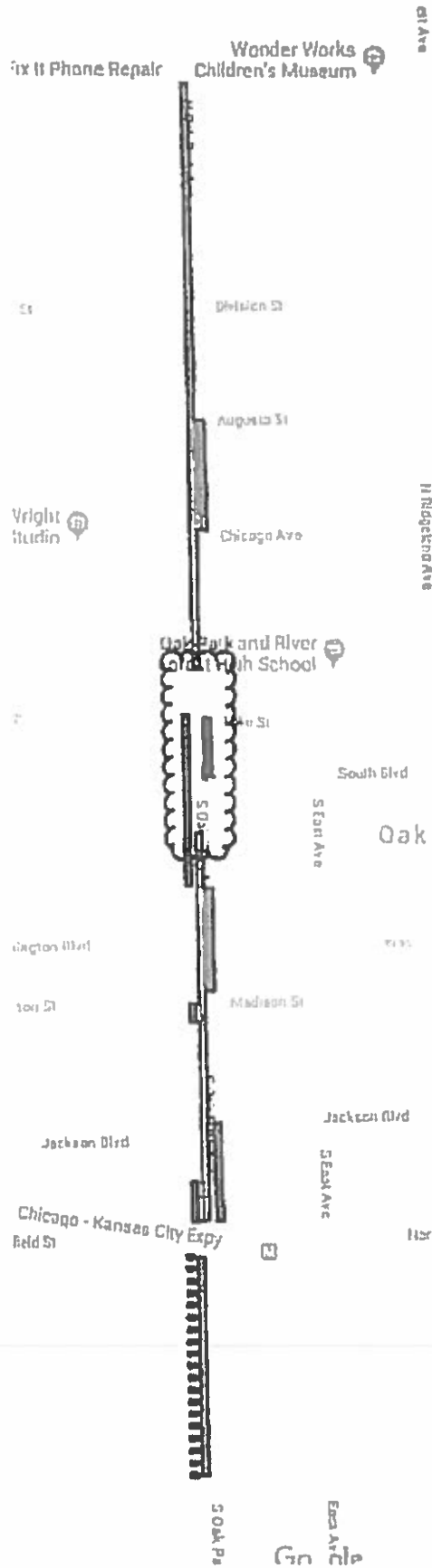
SEP 18 2019

LAW DEPARTMENT






**Summary of Responses to RFP: Professional Engineering Services for Design Engineering
(Phases I & II) for the
Oak Park Avenue Resurfacing, Utility, and Streetscape Projects**

PROPOSALS DUE: July 1, 2019

COMPANY NAME	Proposal Amount	Proposal Hours	Notes :
Terra Engineering Ltd.	\$ 775,037	4,144	Recommended Consultant
Primera Engineers, Ltd.	\$ 809,874	3,655	Interviewed
Kimley Horn	\$ 663,646	3,486	Interviewed
V3 Companies, Ltd.			
Graef			
Chastain & Associates LLC			
Burns & McDonnell Engineering			
BLA, Inc.			
Cwiltech Engineering, Inc.			
Strand Associates, Inc.			
Thomas Engineering Group			



Oak Park Ave Scope

-  Streetscape Area
-  Street Resurfacing
-  Water Main Improvements
-  Sewer Main Improvements
-  Sewer Lining



REQUEST FOR PROPOSALS (RFP)

Professional Engineering Services for Design Engineering
(Phases I & II) for the
Oak Park Avenue Resurfacing, Utility, and Streetscape Projects

Issued June 12, 2019

Due July 1, 2019

The Village of Oak Park ("the Village") is requesting qualifications to identify consultants to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before July 1, 2019 at 4:00 PM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Engineering Services
for Design Engineering (Phase I & II) for the
Oak Park Avenue Resurfacing, Utility, and Streetscape Projects
201 South Blvd
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified Consultant for the purpose of providing professional engineering services for phase 1 and 2 engineering design services as well as landscape architecture and planning services for three projects on Oak Park Avenue.

The projects consist of a federally funded (using STP funds) resurfacing project generally following LAFO guidelines on Oak Park Ave. from Roosevelt Road to Pleasant Street and from Ontario Street to North Avenue (Resurfacing Project); a locally funded water and sewer main improvement project at various locations along Oak Park Avenue (Water & Sewer Project); and a locally funded streetscape/water & sewer improvement/roadway reconstruction project on Oak Park from Pleasant Street to Ontario Street (Streetscape Project).

All engineering design phases and potentially future construction engineering work will utilize locally funding.

Please fill out the appropriate form(s) for all sections being submitted for consideration.

Sub-consultants do not need to fill out respondent certification forms (attachments I-IV). If sub-consultants are M/W/DBEs they should fill out appropriate status and EEO forms.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Office of the Village Engineer, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall provide three (3) hard copies of their response in a sealed envelope titled "Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects" and three (3) hard copies of their compensation schedule in a sealed envelope titled "Professional Engineering Services Compensation Schedule Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects."

A Pre-proposal meeting will be held to describe the existing corridor, the project's history and scope, and for the Consultant to ask any questions they may have. The pre proposal meeting will be held at the Village Hall Council Chambers at 123 Madison Street in Oak Park at 1:00 pm to 3:00 pm on Thursday, June 20th. Consultants and urban planners/landscape architects are strongly encouraged to attend. Minutes for the pre-proposal meeting will not be generated, only clarifications to questions which were not able to be answered at the meeting will be provided. All additional questions following the pre-proposal meeting must be submitted via email to mckenna@oak-park.us no later than June 25, 2019. Responses will be provided to the known list of RFP recipients. It is the responsibility of the consultant to notify the Village via email their intent of

submitting a proposal so that they are on the plan holder list in case of addenda being issued.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Bill McKenna, Village Engineer, at mckenna@oak-park.us.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of Consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Consultant Notification

Consultants will be notified in writing of further questions and/or decisions.

D. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Consultants are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

Any Consultant in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Consultant or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

G. Competency of Consultant

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

H. Subletting of Contract

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each consultant shall submit with their proposal a list of subcontractors and/or sub-consultants who would be called upon to perform the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub-consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Compliance with Applicable Laws

The Consultant will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

J. Term of Agreement

The Initial agreement shall be on the earlier of July 22, 2019, or the last date signed by both parties, whichever is later, and shall continue until the completion of all work associated with the design and bidding of the Resurfacing Project, Water & Sewer Project, and approval of Phase 1 Engineering for the Streetscape Project.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a

yearly basis for no more than two additional terms of approximately one year each. Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published index (as defined below) as compared to the index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

K. Payments

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. The summary of costs shall be outlined on BCE 434 forms used by IDOT and include the work performed and corresponding hours, fees and out-of-pocket expenses. Total payments for each phase shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

L. Termination of Contract

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to appropriation by the Village for this purpose.

The Village further reserves the right to terminate the whole or any part of this agreement, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the

agreement or failure to make sufficient progress so as to endanger performance of this agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the consultant.

M. Consultant Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Consultant to manage the alley improvements. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

The Consultant shall keep the Village's employee and all related data confidential.

O. Insurance Requirements

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Consultant shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Consultant shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred.*" 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. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) Professional Liability:

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

(c) Workers' Compensation:

i. 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 perform work pursuant to the agreement, and in case work is subcontracted, 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 said worker's compensation insurance, the Proposer 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, officials, employees and agents shall be named as additional insureds on all insurance policies set forth 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, officials, employees and agents.

The Consultant understands and agrees that any insurance protection required by the agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

P. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Consultant shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Consultant, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Consultant or its employees, agents, servants, associates, Consultants, subconsultants, or assignees.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for design and construction engineering services for the 19-14 Bridge Deck Repair Project at Home, East, and Lombard Avenues:

Pre-proposal meeting 1:00 pm (Village Hall 123 Madison St)	June 20, 2019
Questions due by	June 25, 2019
Proposals due to Engineering Division by 4pm	July 1, 2019
Proposals reviewed	July 1-3, 2019
Interview with preferred Consultant(s)	July 10, 2019
Negotiation with preferred Consultant(s)	July 11, 2019
Recommend Agreement Approval	July 12, 2019
Agreement Presented to VOP Board for Approval	July 26, 2019
Service start date	August 5, 2019
Completion of Preliminary Design Streetscape Project	June 5, 2020
Targeted local letting for Water & Sewer Project	August 2020
Targeted State letting for Resurfacing Project	Nov 2020 or Jan 2021

R. Proposal Outline

Proposals are requested to cover the basic services related to Phase I & II Design Engineering and Landscape Design & Urban Planning Services in accordance with the standards set forth by the Illinois Department of Transportation and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the

Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information:

- 1) A brief description of the engineering prime consultant's capabilities, strengths and relevant experience for: designing streetscapes in congested commercial districts including working with landscape architects, designing pavements using decorative materials, lighting improvements, traffic signal modifications, and detailed site grading; designing utility projects (water and combined sewers) in municipalities with infrastructure similar in character to Oak Park in old commercial areas; designing federally funded street resurfacing projects; and performing phase I & II design concurrently with accelerated schedules.
- 2) A brief description of the landscape architect/urban planner sub-consultant's capabilities, strength and relevant experience for: gathering public input for commercial district improvements, working with stakeholder groups for presenting and refining design concepts, designing streetscape projects in commercial districts similar in character to this project, refining design concepts to meet budget constraints, and long-term maintenance and lessons learned from previous streetscape designs and materials.
- 3) A brief description of the public affairs/marketing/website development sub-consultant's experience gathering public input for improvements in commercial areas, coordinating construction projects with commercial business districts during project design stages, organizing and leading public meetings, and developing and managing project websites.
- 4) A team organization chart indicating the staff and their areas of involvement stemming from the project manager to each team member, if applicable. The Consultant shall describe the anticipated responsibilities of the primary staff on the project.
- 5) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project.
- 6) List other contracts awarded to consultant and sub-consultants most comparable to the work described in the scope of services. Please provide contact name, address and telephone number. Also, provide contract cost and cost of Engineering associated with each project.
- 7) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.

8) A schedule of hourly salary rates for each Job classification and any overhead factors.

9) Any objections to any terms of the request for proposal.

10) A detailed summary of the Consultant's project understanding and approach for the scope of work which shall include the number of meetings anticipated, tasks performed by the Consultant, tasks performed by the Village, etc.

9) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity using standard IDOT forms. Cost proposals shall clearly indicate which staff person hours are being assigned to either by name or indicate staff positions in resumes to correlate between resumes and cost proposals.

T. Reference Materials

Reference materials for the Consultant are provided at the following link to a dropbox account below. Additional information such as sewer inspection reports, aerial photos, manhole photos, etc. will be provided to the selected Consultant. The link to the reference files is: [Oak Park Avenue Engineering RFP Reference Files](https://www.dropbox.com/sh/ns3xebx7te4ulir/AACpSewA60Z8HVZalZjkhFqa?dl=0) or use the webpage address below.

<https://www.dropbox.com/sh/ns3xebx7te4ulir/AACpSewA60Z8HVZalZjkhFqa?dl=0>

Reference files include survey information, environmental files, previous streetscaping and civil preliminary concept files, GIS base files, utility atlases, Lake Street streetscape and utility plans, etc. All reference files will be uploaded to the dropbox link above by close of business on Monday, June 17, 2019.

Section II. Scope of Services

Project Background and Construction Scope

The Village of Oak Park plans on resurfacing Oak Park Avenue (OP Ave) for the length of the Village from Roosevelt Road to North Avenue. OP Ave is under local jurisdiction. The federally funded resurfacing project (Section 19-00265-00-RS) will omit a section from roughly Pleasant Street to Ontario Street in the Hemingway Business District for a separate locally funded streetscaping/roadway reconstruction/and utility improvement project. The Village also needs to replace water mains and sewer mains at various locations on OP Ave which will be bid locally.

The Village received \$3M in federal STP funds for the Resurfacing Project. The Village will use local funds for all design work and for the Streetscape Project and the Water and Sewer Project.

The Village previously worked with The Lakota Group and Terra Engineering to develop conceptual streetscape designs for the Streetscape Project in 2011. The streetscape designs were developed with a stakeholder group representing local businesses and owners in the greater downtown area as well as staff. The streetscape project was not approved for construction in 2011. The design will need to be revisited and revised due to their age, potential changing sentiments regarding decorative materials being considered, change in use of the South Blvd area, and cost considerations.

Resurfacing Project (Roosevelt Road to Pleasant and Ontario to North Ave):

In general the scope of the federally funded roadway resurfacing project on Oak Park Avenue follows LAFO guidelines and includes resurfacing the existing street, curb and pavement patching, sidewalk corner ramp improvements to meet ADA requirements, partial sidewalk replacement for liability and accessibility, pavement markings, minor landscaping/streetscaping improvements in the Southtown Business District, potential geometric modifications at Randolph Street Intersection, potential geometric changes to Washington (IDOT Route) intersection to potentially add left turn lanes, signal modernization at Washington, potential pedestrian crossing enhancements at various intersections, and any private utility coordination.

Water and Sewer Main Project

In general the scope of the locally funded Water and Sewer Project includes replacing Village owned water mains, combined sewers, replacing water services to the bbox and to the meter for lead services, replacing sewer services to the curb line (to the building in Streetscape area), replacing storm sewer structures as needed, and temporarily patching the roadway until final resurfacing. Locations for planned work are listed below.

Water main replacement - Harrison to Jackson, Madison to Randolph, Chicago to Augusta (there is additional water and sewer replacement in Streetscape Project limits)

Sewer main replacement - Harrison to Van Buren, Randolph to Pleasant, alley south of Madison to Madison, and sewer rehab/lining Roosevelt to Garfield (there is additional water and sewer replacement in Streetscape Project limits)

Streetscape Project

In general the scope of the locally funded Streetscape Project includes sewer main replacement from Pleasant to Ontario and water main replacement from South Blvd to Lake Street, lowering roadway under viaduct to the maximum extent practical, signal modernization at South/North Blvd, private sidewalk vault repairs, potential modifications to LED signage on viaduct, and roadway reconstruction. Streetscaping work is focused in the section from Pleasant to north of Lake Street (and wrapping around the corners on North and South Blvd as appropriate) along the commercial frontage and potentially includes tree removals, street & pedestrian lighting replacement, full sidewalk replacement with decorative materials, landscaping with curbed planters, tree pits, plaza areas, irrigation, specialty items, decorative lighting elements, furniture, signage replacement, decorative roadway pavements, enhancements to Hunter Court alley north of North Blvd east and west of Lake Street, and installation of wayfinding signage.

Scope of Services

In general the scope of services for this work includes the Consultant providing phase I & II design engineering services meeting IDOT requirements for a federally funded resurfacing project; providing phase I&II design engineering services for a separate locally funded water and sewer project, and providing phase 1 conceptual designs and costs for a locally funded Streetscape Project on Oak Park Avenue as described in the project background portion of the RFP.

The Village is requesting the Consultant complete the preliminary design including renderings and cost estimates for the Streetscape Project which will be presented to the Village Board for approval. Pending Board approval of the scope and costs of the Streetscape Project, the Village may request a proposal for the Phase 2 design of Streetscape Project. It is the intention of the Village to award all design phases to one consultant, however, the Village reserves the right to issue a RFQ or RFP for an upcoming phase if desired.

The following additional items shall also be included in the scope of work.

Southtown Business District (Lexington to Van Buren)

Consultant shall work with the Village to determine if any minor streetscaping improvements should be considered in the Southtown district for repairs/modifications to tree grates, brick repair/replacement, restoration following utility work, etc. The scope includes bump outs at the Van Buren Intersection and any coordination with the 801 S. Oak Park Ave development which should be under construction starting in late 2019 or early 2020. The scope does not include street lighting replacement or complete streetscaping/sidewalk reconstruction.

Washington Blvd Intersection

Washington Blvd is an unmarked State Highway. The Consultant shall evaluate revising geometry to allow for east-west left turn lanes on Washington and changing geometry and parking restrictions on Oak Park Ave to allow for a fire truck turn easily make a westbound left turn onto Oak Park Ave. If geometric changes require obtaining ROW the Village will defer work for geometric changes to avoid risking delays to the project's schedule. Should geometric changes not require ROW acquisition, the Consultant shall prepare an IDS for the changes and include signal modernization in the scope. The Consultant shall identify approximate hours and costs for IDS and signal modernization work in the proposal should the work not be included in the design.

Randolph Street Intersection

The consultant shall collect traffic data, observe conditions, and review accident history at the Randolph intersection to determine if any geometric changes should be considered in the design to address any safety issues, reduce through traffic on Randolph across the intersection, and/or improve clarity of allowed maneuvers to drivers.

Geotechnical and Pavement Investigation

The consultant shall obtain geotechnical soil borings for areas of proposed water and sewer improvements and in the Streetscape limits to provide information in the contract plans for existing soil conditions and to determine foundation requirements for lighting, any signal work, and for pavement reconstruction information. The Consultant shall obtain 3 geotechnical soil borings per north-south block of proposed water and sewer work and 3 per north-south block in the streetscape area to a depth of 13 feet. Soil boring shall also obtain pH results and all borings in pavement areas shall include pavement thicknesses of various layers and identify pavement cross-section. Geotechnical soil boring locations shall be surveyed by the Consultant so they can be shown on plans and mapped on GIS by the Village.

The Consultant shall obtain pavement core samples to determine the thickness and composition of the existing pavement on Oak Park Ave. The consultant shall obtain 6

pavement cores per block plus 4 under the viaduct of the Streetscape project (22 total), 3 per block of water and sewer improvements (24 total), and 3 per two block segment in resurfacing areas (21 total) for a total of 67 total.

Pavement cores shall be full depth pavement cores extending down into existing subgrade soils. Pavement cores shall be backfilled and pavements patched with concrete. The consultant shall provide visual information of the subgrade for all pavement cores in regards to soil type (clay, sand, silty sand) and any other information regarding how well consolidated or compacted they may be which can be determined purely from visual inspection.

The consultant shall provide traffic control according MUTCD and applicable IDOT standards as well as closing any needed parking spaces and posting "No Parking" signs supplied by the Village with dates and times for the restrictions clearly indicated.

Pavement core locations shall be reviewed and approved by the Village prior to performing work. Pavement cores shall be located either by surveying or using GPS based survey equipment using State Plan coordinate system or a total station using the project's survey control points to establish basis of survey.

Environmental Studies (PESA and PSI)

Prepare PESA for entire project length meeting IDOT requirements. The consultant, or sub-consultant, preparing the PESA shall: include a city directory search and Sanborn maps as part of its Historical Use Review; supply a pdf file of the PESA and 1 bound hard copy to the Village; provide a separate pdf and hardcopies of an executive summary of the PESA which contains a summary of risk findings; shall submit a GIS shapefile and pdf printout showing impacted properties within one block of the project location with known Recognized Environmental Concerns (REC) color coded based on level of risk associated with the REC (use tax parcel shapefile for highlighting properties); and shall supply DVD or flash drive with pdf files of environmental documents obtained through FOIAs, IEPA, and EPA searches, etc., organized in folders by street address.

The Consultant shall review the results of the PESA and develop the scope of a PSI for the projects. The PSI work will be contracted separately by the Village of Oak Park. The Consultant shall be responsible for coordinating the PSI work and incorporating the results of the PSI into the final contract plans and special provisions.

Topographic Survey

The Village has a topographic survey prepared for the Oak Park Avenue corridor by V3 Companies (included in reference materials). The Consultant shall complete any missing segments of the survey for project limits on the Hunter Court alley to its intersection with the north-south alleys east and west of Oak Park Ave, portions of South Blvd west of Oak Park Ave to approximately B11 South Blvd at west end of commercial district,

portions of South Blvd east of Oak Park Ave to approximately 150 feet east of Oak Park Ave, the Madison intersection for any changes as a result of the current Madison Street Resurfacing project and proposed streetscape project (planned for construction in 2020), sidewalk vaults from GPR survey, pavement coring, and soil boring locations. The Consultant shall also create CAD files showing ROW lines, approximate location of individual property lines in the Water and Sewer Project and Streetscape Project plans, and addresses with business names. A flash drive will be provided by the Village to the selected Consultant containing photos of all of the manholes inspected with the topographic survey.

Vaulted Sidewalks and GPR survey

The Village has known sidewalk vaults at the following locations based on previous inspection efforts (104 N Oak Park Ave on Hunter Court, 115 N Oak Park Ave on Hunter Court, 136 N Oak Park Ave for entire Oak Park frontage, and 141 N Oak Park Ave for two vaulted spaces). The Consultant shall utilize ground penetrating radar (GPR) to scan the entire sidewalk areas in the commercial frontages in the Streetscape Project. The GPR survey shall substantially conform to the GPR vault survey done for Lake Street and according to specifications included in the Ground Penetrating Radar Systems' proposal which are included in the reference materials. The consultant shall identify limits of sidewalk vaults shall be surveyed and shown on plans. Requests for information regarding vaulted spaces shall also be requested via mailings from property owners in the Streetscape Project limits.

The Consultant shall obtain access to any vaults known or identified in the GPR survey or mailings. The Consultant shall make detailed inspections, identify dimensions and construction types of vaults and identify any utilities, potential asbestos (not a full ACM survey), or other issues in vaults which may complicate work for filling or replacing roofs. The Consultant shall develop conceptual plans to fill, repair, or replace roofs of vaults in order to replace sidewalk areas. The Consultant shall identify preliminary cost estimates for associated vault work.

Forestry Coordination

The Consultant shall work with the Village Forester to evaluate the trees along the project in the Streetscape area and trees impacted by water and sewer work to determine which trees may be removed, need to be saved, and locations for proposed trees.

Private Water and Sewer Services in Streetscape Area

The Consultant shall obtain access to each commercial property in Streetscape area with planned water or sewer work to determine location and sizes of water and sewer services serving properties. The Consultant shall prepare photo records of inspections and show locations of services entering buildings on the plans.

Union Pacific and CTA Coordination

The proposed scope includes lowering the roadway under the UP viaduct to the maximum extent practical without impacting properties on the south side of South Blvd or the north side of North Blvd (i.e. changing doorway elevations). Ideally the roadway can be lowered to accommodate typical rental truck heights which often hit the bridge and damage the decorative lighting. The Consultant shall coordinate any work with CTA for impacts to the CTA Green Line station and with Union Pacific for any impacts to their structure. If the roadway cannot be lowered to achieve the desired goal, then the Consultant shall evaluate modifications to the decorative LED lighting (possibly down lighting) the decorative lettering to minimize damages when vehicles do impact the decorative lighting and signage.

Public Input, Meetings, and Website

The Consultant shall assume that a high number of meetings will be required during the design of this project and the development of a project website.

For the Resurfacing Project at the minimum the Consultant shall assume typical public input process for the federally funded Resurfacing Project per IDOT requirements (open house and Board presentation). The Consultant shall organize and attend any IDOT meetings required for phase 1 and 2 kickoff meetings, FHWA meetings, etc. The Consultant shall include hours and costs for organizing and leading 2-3 meetings with the Southtown district (does not have an organized business district structure) and representatives of the Roosevelt Road, Madison Street, and North Avenue Districts to inform the districts regarding the work (including water & sewer work), gather input, and present anticipated final project scope and schedule.

For the Streetscape Project the Consultant shall assume hours and costs for organizing and leading meetings with a potential stakeholder group comprised of local businesses, property owners, and staff. Estimated hours and costs for working with a stakeholder group shall be shown separately in the proposal in case the Village does not create a stakeholder group for this project. The Consultant shall assume roughly 6-8 stakeholder meetings, typically in the mornings, to gather input on the various streetscaping design components to determine a final recommended design concept. The Consultant shall assume at least 2-3 Village Board meetings to present the recommended scope of the projects. The Consultant shall gather public input regarding the potential streetscape project via two public open houses and the project website. The Consultant shall also organize two meetings (probably open house style) with business owners in the Hemingway District to present the conceptual project and gather their input, and present final recommended project concepts and schedule.

The Consultant shall brand the project and develop a project website. The website would be used initially to advertise about the future project, gather public input, and

provide project updates. The website should be capable of evolving into a construction website providing information regarding parking locations during construction, linking to business districts' pages, providing updates, etc. in order to minimize impacts to businesses during construction.

Proposal Submittal

Each consultant submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above.

The following classifications shown are those which the Village assumes are standard for most Civil Engineering firms working on projects of this type. An Hourly Rate Schedule should be submitted for each year of the proposed contract starting with 2019.

Section III. Compensation Schedule

Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule in a sealed envelope titled "Professional Engineering Services Compensation Schedule Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects."

Note: the fee schedule should follow the cost plus fixed fee format in accordance with IDOT standards for consultant services.

The Consultant shall identify the approximate cost of for each project (Resurfacing, Water & Sewer, and Streetscape).

Additional Note: Also please attach hourly rate schedule for various classifications in your organization. These rates will be used for performing other engineering work which may be requested outside the scope of services.

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. **Responsiveness to RFP**
The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.
- B. **Ability to Perform Current and Projected Required Services**
The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.
- C. **Experience and Relevant Knowledge**
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.
- D. **References**
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- E. **Cost Proposal**
The Village will select consultants to be interviewed based on their qualifications. Cost proposals for firms selected for interviews will be reviewed prior to interviews to evaluate aggregate services based on the overall cost effective approach and to ensure adequate hours are included to perform the scope of services included in the Consultant's proposal.
- F. **Interviews**
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process.



RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: Karen Steninger
State of Illinois
County of Cook
Karen Steninger
TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated June 28, 2019

TERRA Engineering, Ltd.

Organization Name

(Seal - If Corporation)

By Karen Steninger

Authorized Signature

225 W. Ohio Street, 4th Floor, Chicago, IL 60654

Address

312.467.0123

Telephone

Subscribed and sworn to before me this 28th day of June, 2019.

In the state of Illinois

Michelle Campbell
Notary Public MICHELLE CAMPBELL

Official Seal

Notary Public - State of Illinois

My Commission Expires Jun 11, 2020

My Commission Expires: 6/11/2020
(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of TERRA Engineering, Ltd.

and is organized and existing under the laws of the State of Illinois

The full names of its Officers are:

President Karen Steingraber
Secretary Jamil Bou-Saab
Treasurer Karen Steingraber

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

The partnership does business under the legal name of _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.
If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____
Sole Proprietor



Attachment I.

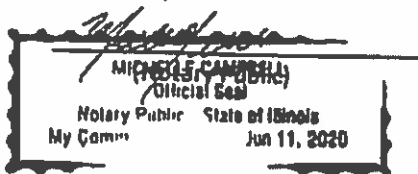
RESPONDENT CERTIFICATION

TERRA Engineering, Ltd. _____, as part of its bid on a contract for
(name of Respondent)

Professional Engineering Services for Design Engineering (Phase I & II) for the Oak Park Avenue Resurfacing, Utility, and Streetscape Projects to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: *Karen Stengrab*
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this 29th day
of June, 2019





Attachment II. TAX COMPLIANCE AFFIDAVIT

Karen Steingraber, being first duly sworn, deposes and says:

that he/she is President of
(partner, officer, owner, etc.)

TERRA Engineering, Ltd.
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

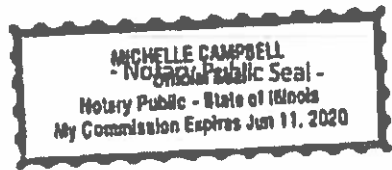
By: Karen Steingraber
Its: President

(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 28th day of June, 2019.

Notary Public's Signature



Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subconsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.



Oak Park

Attachment III.

ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Consultant is a corporation, legally named TERRA Engineering, Ltd. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Karen Stoingraber

Secretary Jamil Bou-Saab

Treasurer Karen Stoingraber

TERRA Engineering, Ltd.

Registered Agent Name and Address: 225 W. Ohio Street, 4th Floor, Chicago, IL 60654

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Consultant is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV. Compliance Affidavit

I, Karen Steingraber being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) President of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity; (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature: *Karen Stengrub*

Printed Name Karen Stengrub

Name of Business: TERRA Engineering, Ltd. Your Title: President

Business Address: 225 W. Ohio Street, 4th Floor, Chicago, IL 60654

(Number, Street, Suite #) (City, State & Zip)

Telephone: 312.467.0123 Fax: 312.467.0220

Web Address: www.terraengineering.com

Subscribed to and Sworn before me this 28th day of June, 2019.

Michele VanPelt
MICHELE VANPELT
Notary Public
Notary Public - State of Illinois
My Commission Expires Jun 11, 2020

M/W/DBE STATUS AND EEO REPORT

1. Consultant Name: TERRA Engineering, Ltd.
2. Check here if your firm is:
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 83 Number of full-time employees
- 6 Number of part-time employees
4. Similar information will be requested of all subConsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: June 28, 2019

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Consultant Name Terra Engineering, Ltd.
 Total Employees 89

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities		
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander			
Officials & Managers	7	6	1											
Professionals	50	37	13	1			3							8
Technicians	24	23	1		5		1							6
Skilled Workers	8	2	6				1							5
Office & Clerical														
Semi-Skilled														
Laborers														
Service Workers														
TOTAL	89	68	21	1	5		5			3	2	1	2	19
Management Trainees														
Apprentices														

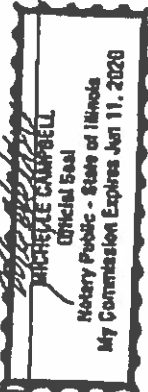
This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Karen Steingraber _____ being first duly sworn, deposes and says that he/she is the _____ President
 (Name of Person Making Affidavit) (Title or Office)

of Terra Engineering, Ltd that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon, subscribed and sworn to before me this 25th day of June, 2019.

Karen Steingraber
 (Signature) 06/25/2019
 (Date)



ADDENDUM NO.1

June 25, 2019
RFP for Professional Engineering Services for
for Design Engineering (Phases I & II) for the
Oak Park Avenue Resurfacing, Utility, and Streetscape Projects

This addendum forms a part of the Request for Proposal (RFP) Documents and amends the original documents dated June 12, 2019. The addendum is being issued to provide clarifications and responses to questions asked by various Consultants via email and at the pre-proposal meeting. Where any part of the proposal documents are amended the unaltered provisions are to remain in effect.

Tentative Schedule

Revise Section Q of the RFP for Tentative Schedule to correct the construction schedule for the Streetscape Project to 2022.

Construction Streetscape Project

Spring 2022-Nov 2022

Reference Materials

1. GPR Survey which was done for Lake Street can be found in dropbox folder in the following link:
<https://www.dropbox.com/sh/2k0ihswxzmd93ai/AAC7w7G6uP8bUmNV7tG2kJ5a?dl=0>
2. Existing Plans for the Oak Park Avenue Viaduct can be found in the dropbox folder here:
https://www.dropbox.com/sh/7eidk89vnbxderh/AACfMUTokfX355WEN_-L12WMa?dl=0

Scope of Services

Washington Blvd Intersection

The scope of services for this intersection shall be revised as follows:

The Consultant shall evaluate revising parking restrictions, pavement markings, and minor geometric changes which would not require an IDS to accommodate a fire truck turning from westbound Washington Blvd to southbound Oak Park Ave. The Consultant shall not include costs or hours to evaluate left turn bays on Washington, or to prepare an IDS for this intersection, or for signal modernization in their proposal.

Proposal Submittal

On Page 18 of the RFP in the Proposal Submittal section it states "The following classifications shown are those which..." but does not list classifications. Please use the classifications and abbreviations below and include a description of any other classifications listed for hourly rates which you include in the proposal. The following abbreviations shown are examples of position classifications:

RE - Resident Engineer

CE - Civil Engineer

T - Technician

S - Secretary