

**RECONSTRUCTION OF U.P. RR BRIDGE OVER HARLEM AVE.  
PHASE I SERVICES  
WORK ITEMS**

**SUMMARY OF PHASE I SERVICES**

WORK ITEM	ESTIMATED HOURS
I. Public and Agency Coordination	180
II. Data Collection	38
III. Data Analysis and Design Studies	398
IV. Benefit / Impact Analysis	40
V. Document Preparation	128
VI. Project Administration	52
Total Hours	836

Appendix A – Robinson Engineering, Ltd., Surveying

Appendix B – Muller&Muller, Architectural Services

Appendix C – Legacy Rail Partners (CTA Railroad Operations and Staging)

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<u>WORK ITEM</u>	<u>ESTIMATED HOURS</u>
<b>I. Public and Agency Coordination</b>	
A. <u>Progress Meetings</u> .....	16
Assume four project status meetings with River Forest at four hours per meeting for preparation and attendance.	
B. <u>Project Stakeholder List</u> .....	4
Lochner will prepare a project mailing list that will include appropriate elected and appointed officials, potentially affected property owners, tenants, railroads, citizen groups, and other stakeholders.	
C. <u>CTA Coordination</u> .....	36
Prepare for and attend three coordination meetings with the CTA. Estimate three people at four hours per meeting.	
D. <u>UP Railroad Coordination</u> .....	36
Prepare for and attend three coordination meetings with the UP Railroad. Estimate three people at four hours per meeting.	
E. <u>Public Informational Meeting</u> .....	72
1. Preparation (40 hours) Includes identification of meeting venue, preparation and distribution of meeting notices (letters, flyers, press releases, etc.), preparation of meeting graphics and handout materials. Graphics include renderings (prepared by Architect, see Appendix B), plans, and other displays of the preferred design alternative.	
2. Conduct Public Informational Meeting (24 hours) Three individuals attending, with time for pre-meeting briefing and post-meeting debriefing.	
3. Meeting Documentation (8 hours) Lochner will prepare a summary of the Public Informational Meeting and the sign-in sheets. Lochner will prepare responses to any written comments for distribution to all meeting attendees.	
F. <u>FHWA/IDOT Coordination Meetings</u> .....	16
Prepare for and attend two FHWA/IDOT Coordination Meetings. Estimate two people at four hours per meeting. Lochner will also prepare meeting notes for each meeting.	
Public and Agency Involvement Subtotal .....	180

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**II. Data Collection**

- A. Aerial Photography..... 1  
Lochner will determine obtain aerial imagery for the project area.
- B. Existing Plans..... 2  
Lochner will collect recent roadway, bridge and building plans from IDOT, River Forest, Oak Park, Forest Park, CTA and U.P. RR. The plans will be inventoried and stored for retrieval.
- C. Adjacent Improvements..... 2  
Lochner will obtain information from IDOT, River Forest, Oak Park and Forest Park regarding any planned adjacent improvements.
- D. Land Use..... 1  
A visual reconnaissance of the project area will be made to determine existing land uses; future land use data will be obtained from Forest Park, River Forest, and Oak Park.
- E. Project Photos..... 2  
Photographs will be taken of the existing bridge structure, roadways and project area to reflect improvements constructed in the past 10 years.
- F. Existing Utilities Location..... 8  
A JULIE search will be initiated to update the utility data. Utilities locations from atlases and other provided data will be included in a utility base CADD drawing. Correspondence with utility entities will be documented for inclusion in the project documentation.
- G. Traffic Counts..... 1  
Traffic counts will be obtained at two Harlem Ave. intersections: Central Avenue / North Boulevard and Circle Avenue / South Boulevard. Lochner will coordinate with the traffic-counting subconsultant and will review the traffic count data.
- H. Crash Data..... 2  
Crash data for each of the five most recent years for the project area will be solicited from IDOT. Lochner will organize, review, and inventory the crash data that is received.
- I. Drainage..... 1  
Lochner will solicit information from IDOT, Oak Park, Forest Park and River Forest to determine if there are any existing drainage problem areas or required improvements.

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J. <u>Field Reconnaissance</u> .....	16
It is estimated there will be two miscellaneous reconnaissance field trips required to collect/supplement various information for the project.	
K. <u>Field Survey</u> .....	2
Lochner will serve as liaison to the surveying subconsultant who will perform the roadway survey. Liaison task will include a field review with surveyor prior to commencing field survey work and addressing survey issues as they occur. (Subconsultant’s field survey work estimate proposal can be found in Appendix A). Lochner will review the submitted field survey data.	
Data Collection Subtotal.....	38
 <b>III. Data Analysis and Design Studies</b>	
A. <u>Purpose and Need</u> .....	8
Lochner will review the previously developed purpose and need for the project and will update the purpose and need with the updated traffic capacity analyses, survey, crash study, existing conditions and future plans for the project area.	
B. <u>Design Criteria</u> .....	8
Lochner will review the previously developed design criteria and update the forms to reflect any changes in the IDOT BDE and BLRS Manuals and forms.	
C. <u>Review and Refinement of Preferred Alternative</u> .....	40
Lochner will review the previously developed preferred alternative, considering any changes to area roadways, adjacent development and updated design criteria. The roadway geometrics will be updated to reflect the current site conditions.	
D. <u>Traffic Analysis</u> .....	144
This task includes the following subtasks:	
1. Design Year Traffic Volumes (24 Hours)	
Lochner will determine Average Daily Traffic (ADT) volumes for Harlem Avenue, South Boulevard, North Boulevard, Circle Avenue and Central Avenue from the traffic count data. Lochner will coordinate with the Chicago Metropolitan Agency to Planning (CMAP) to obtain design year ADT data. Lochner will use the design-year ADT data to calculate design-year turn movements at the Central Avenue / North Boulevard and Circle Avenue / South Boulevard intersections for the morning, mid-day and evening peak periods.	
2. Capacity Analysis (16 hours)	
Lochner will prepare capacity analyses for the Central Avenue / North Boulevard and Circle Avenue / South Boulevard intersections for the morning,	

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mid-day and evening peak periods based on the updated design year traffic volumes using the Highway Capacity Software (HCS).

3. Intersection Design Studies (40 hours)  
Lochner will update the Intersection Design Studies (IDS) that were previously developed for the Central Avenue / North Boulevard and Circle Avenue / South Boulevard intersections with the updated capacity studies, geometric design and site conditions. Details for the ADA/PROWAG facilities will be developed to meet IDOT District 1 requirements. The IDS's will be submitted to IDOT for review. Two submittals of the IDS's are anticipated. Written dispositions to all IDOT comments will be prepared.
  
4. Crash Analysis (24 hours)  
Utilizing the most recent crash data, Lochner will analyze crash frequency and crash patterns for the Central Avenue / North Boulevard and Circle Avenue / South Boulevard intersections and for the mid-block locations between Franklin Street and Circle Avenue and between Central Avenue / North Boulevard and Lake Street for the five most recent years of accident data. The crash data will be reported in summary tables and crash diagrams will be prepared.
  
5. Work Zone Transportation Management Plan (40 Hours)  
Lochner will refine the maintenance of traffic strategy for traffic on Harlem Avenue and will develop a Work Zone Transportation Management Plan (WZTMP) in accordance with IDOT standards. The WZTMP will be submitted to IDOT for review, comment and approval.

**E. Update Design Studies..... 76**  
This task includes the following subtasks:

1. Typical Roadway Section Confirmation (2 hours)  
Lochner will confirm that the previously developed roadway typical sections are compatible with the preferred bridge concept, the updated design criteria and the current site conditions.
  
2. Refine Roadway Plans (24 hours)  
Lochner will refine the horizontal and vertical geometrics utilizing the updated capacity analyses and field survey data. The plan and profile sheets will be updated with the refined geometrics.
  
3. Highway Lighting System (2 hours)  
General street lighting requirements will be determined based on IDOT criteria. Street lighting design will be performed in Phase II.

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4. Confirm Preferred Bridge Alternative (8 hours)  
Lochner will confirm that the proposed preferred alternative for the replacement structure is compatible with the current site conditions and refined roadway geometrics. Since the PBDHR has been approved by IDOT, no changes to the design of the structure are anticipated.
5. Design Exceptions (40 hours)  
Lochner will review the previously prepared design exception requests and confirm the need for those exceptions as well as any additional design exceptions based on the revised traffic and geometric studies and the current requirements of the IDOT DBE and BLRS Manuals. The design exception documentation will be updated using the current IDOT forms. The design exceptions will be coordinated with IDOT.
- F. Architectural Studies ..... 8  
Lochner will serve as a liaison to the architectural subconsultant to develop architectural design elements and aesthetic improvement alternatives. Lochner will review the submitted design elements, exhibits and renderings.
- G. Construction Staging and Maintenance of Rail Traffic ..... 24  
Lochner will review the previously developed staging plans and construction sequencing for the preferred bridge concept, which present the strategies for maintaining the railroad and roadway traffic during reconstruction of the structure. No changes are anticipated. Lochner will coordinate with the subconsultant who is performing the staging analysis for CTA rail traffic.
- H. Drainage Studies ..... 8  
Lochner will review the previously developed drainage analyses and identify any changes that will be required due to changes in the site conditions.
- I. Right of Way and Easements ..... 8  
Preliminary ROW and easement requirements will be determined for the proposed improvements. The locations, acreage required and property owners will be identified. Plats and legals for the preferred alternative will be completed in Phase II.
- J. Quantity Take-Off and Cost Estimates ..... 24  
Prepare an order of magnitude cost estimate for the bridge, roadway and drainage improvements for the preferred design concept.
- K. Biological Resources ..... 4  
Lochner will coordinate with IDOT to update the biological clearance.

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L. <u>Air Quality</u> .....	4
Lochner will provide IDOT with data for a COSIM Air Quality analysis. IDOT will perform the COSIM analysis. It is assumed no microscale analysis will be required.	
M. <u>Special Waste</u> .....	2
Lochner will coordinate with IDOT to update the Special Waste investigation. Since the original Preliminary Environmental Site Assessment (PESA) for this project included all properties in the project area, the need for any supplemental special waste investigations or data beyond what will be provided by IDOT is not anticipated.	
N. <u>Pedestrian/ADA/PROWAG Requirements</u> .....	40
Pedestrian and ADA requirements will be evaluated and addressed as part of the design concepts. Lochner will coordinate with IDOT District 1 for approval of the ADA/PROWAG details of the curb ramps at all side streets and intersections within the project limits.	
Data Analysis Subtotal.....	398
 <b>IV. Benefit / Impact Analysis</b>	
A. <u>Project Benefits and Impacts</u> .....	24
Lochner will compile the anticipated benefits of the project, which are expected to include things such as improvements in traffic operations, aesthetics, ADA/PROWAG compliance, and safety. Lochner will compile the anticipated impacts of the project, which are expected to include things such as cost, disruption from construction, operational impacts to rail traffic, temporary closures of the CTA station, roadway detours and utility relocations. A Technical Memorandum will be developed documenting the benefits and impacts of the project. The Technical Memorandum will be submitted to the Village of River Forest for review.	
G. <u>Build / No-Build Evaluation</u> .....	16
Lochner will work with the Villages of River Forest, Forest Park and Oak Park to identify either the Build or No-Build Alternative as the Preferred Alternative.	
Benefit / Impact Analysis Subtotal.....	40
 <b>V. Document Preparation</b>	
H. <u>Revised Draft Project Development Report (PDR)</u> .....	60
1. Report Preparation (40 hours) – The draft version of the PDR will be updated to reflect the updates to the site conditions, design criteria, proposed improvement, capacity analysis, crash study, design exceptions and agency	

**RECONSTRUCTION OF U.P. RR BRIDGE OVER HARLEM AVE.  
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coordination. The report will also be reformatted to match the current BLRS PDR format and any new required sections will be developed, including exhibits.

2. Report Submittal (16 hours) – The draft PDR will be submitted to River Forest, Oak Park and Forest Park. Once comments from the three villages have been addressed, the draft PDR will be submitted to IDOT for review and comment.
3. Disposition of Review Comments (4 hours) -- Written dispositions to the River Forest, Oak Park, Forest Park and IDOT comments on the draft PDR will be prepared.

A. Pre-Final Project Development Report..... 36

1. Report Preparation (24 hours) -- A Pre-Final PDR will be prepared once, addressing the comments received in the draft PDR and documentation of the Public Informational Meeting.
2. Report Submittal (8 hours) – The Pre-Final PDR will be submitted to River Forest, Oak Park and Forest Park. Once comments from the three villages have been addressed, the Pre-Final PDR will be submitted to IDOT for review and comment.
3. Disposition of Review Comments (4 hours) -- Written dispositions to the River Forest, Oak Park, Forest Park and IDOT comments on the Pre-Final PDR will be prepared.

B. Final Project Development Report ..... 32

1. Report Preparation (16 hours) -- A Final PDR will be prepared once, addressing the comments received in the Final PDR
2. Report Submittal (16 hours) – The Final PDR will be submitted to IDOT for final review and approval. Lochner will coordinate any final minor revisions to the document that are required by IDOT.

Document Preparation Subtotal ..... 128

**VI. Project Administration, Coordination and Quality Control**

I. Internal Administration Activities ..... 36

Administration and coordination of project design team, including internal analysis meetings, status meetings, staffing, budgets, schedule controls,

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progress reports, billings and contract administration. Estimate: 2 hours per month for 18 months.

J. Quality Control and Quality Assurance ..... 16  
Lochner will perform quality control and quality assurance reviews according to the Quality Plan established for the project.

Project Administration Subtotal ..... 52

**VII. Exclusions**

The following items are excluded from the scope of work and deliverables:

- Negotiating or preparing any Intergovernmental Agreements and/or Memoranda of Understanding between any of the municipalities or agencies that are involved and/or affected by the project
- Phase II design
- Plats and legal descriptions for any proposed right of way or easements
- Changes to the proposed bridge type and construction sequencing
- Changes to the Type, Size and Location (TSL) drawing
- Changes to the Preliminary Bridge Design and Hydraulic Report (PBDHR)
- Utility relocation plans
- Signal warrant studies
- Preliminary Site Investigation for special waste
- Complete Streets accommodation for bicyclists

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**DIRECT COSTS**

**Public Meetings (1)**

Displays, Notices & Handouts	\$500
Venue Rental	\$500

**Travel**

Auto Rental (10 X \$55/day)	\$550
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**Traffic Counting**

Gannet-Fleming traffic counts	<u>\$4,480</u>
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<b>Total Direct Costs</b>	<b>\$6,030</b>
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**SUMMARY OF SUBCONSULTANT COSTS**

Robinson Engineering, Ltd. (Surveying)	\$19,760
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Muller&Muller Ltd. (Architectural Services)	\$41,320
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Legacy Rail Partners (CTA Rail Staging and Operations)	<u>\$25,200</u>
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Total Subconsultant Costs	\$ 86,200
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<b>Local Public Agency</b> Village of River Forest	<b>County</b> Cook	<b>Section Number</b> 06-00086-00-BR
<b>Prime Consultant (Firm) Name</b> LOCHNER	<b>Prepared By</b> D. Shannon	<b>Date</b> 6/10/2024
<b>Consultant / Subconsultant Name</b> LOCHNER	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Finalize Phase I for the Harlem Avenue Bridge

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	24	MONTHS	<b>OVERHEAD RATE</b>	168.45%
<b>START DATE</b>	8/1/2024		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	6/1/2025		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	7/31/2026			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	8/1/2024	6/1/2025	10	41.67%
1	6/2/2025	6/1/2026	12	51.00%
2	6/2/2026	8/1/2026	2	8.67%

The total escalation = 1.34%



**Local Public Agency**  
 Village of River Forest

**County**  
 Cook

**Section Number**  
 06-00086-00-BR

**Consultant / Subconsultant Name**  
 LOCHNER

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)	10	\$55.00	\$550.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Counting		1	\$4,480.00	\$4,480.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$6,030.00</b>



**Local Public Agency**

Village of River Forest

**County**

Cook

**Section Number**

06-00086-00-BR

**Consultant / Subconsultant Name**

LOCHNER

**Job Number**

**AVERAGE HOURLY PROJECT RATES**

#NAME?

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Public and Agency Coordination			Data Collection			Data Analysis and Design Studies			Benefit / Impact Analysis			Document Preparation		
		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	86.00	7.0	0.84%	0.72	2	1.11%	0.96				2	0.50%	0.43	1	2.50%	2.15			
Project Manager III	86.00	31.0	3.71%	3.19	18	10.00%	8.60				8	2.01%	1.73	1	2.50%	2.15	2	1.56%	1.34
Project Manager II	81.31	30.0	3.59%	2.92	18	10.00%	8.13				8	2.01%	1.63				2	1.56%	1.27
Structural Engineer III	77.51	32.0	3.83%	2.97	12	6.67%	5.17				16	4.02%	3.12				2	1.56%	1.21
Structural Engineer II	49.77	14.0	1.67%	0.83							12	3.02%	1.50						
Engineer IV	84.86	166.0	19.86%	16.85	36	20.00%	16.97	12	31.58%	26.80	50	12.56%	10.66	16	40.00%	33.94	32	25.00%	21.21
Engineer II	59.46	148.0	17.70%	10.53	54	30.00%	17.84				90	22.61%	13.45	2	5.00%	2.97			
Engineer I	47.71	290.0	34.69%	16.55				24	63.16%	30.13	180	45.23%	21.58	18	45.00%	21.47	66	51.56%	24.60
Project Accounting Special	42.06	36.0	4.31%	1.81	20	11.11%	4.67												
Planning Manager	56.03	82.0	9.81%	5.50	20	11.11%	6.23	2	5.26%	2.95	32	8.04%	4.50	2	5.00%	2.80	24	18.75%	10.51
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<b>TOTALS</b>		836.0	100%	\$61.86	180.0	100.00%	\$68.56	38.0	100%	\$59.88	398.0	100%	\$58.60	40.0	100%	\$65.49	128.0	100%	\$60.15

**Local Public Agency**

Village of River Forest

**County**

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**Section Number**

06-00086-00-BR

**Consultant / Subconsultant Name**

LOCHNER

**Job Number**

**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET  2  OF  2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Administration																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	86.00	2	3.85%	3.31															
Project Manager III	86.00	2	3.85%	3.31															
Project Manager II	81.31	2	3.85%	3.13															
Structural Engineer III	77.51	2	3.85%	2.98															
Structural Engineer II	49.77	2	3.85%	1.91															
Engineer IV	84.86	20	38.46%	32.64															
Engineer II	59.46	2	3.85%	2.29															
Engineer I	47.71	2	3.85%	1.83															
Project Accounting Specialist	42.06	16	30.77%	12.94															
Planning Manager	56.03	2	3.85%	2.15															
<b>TOTALS</b>		52.0	100%	\$66.50	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

April 30, 2024  
S22-04-030E Proposal / Estimate

To: David Shannon, PE  
Associate Vice President  
Lochner  
225 West Washington Street  
12th Floor  
Chicago, Illinois 60606

RE: Supplemental topography Harlem Avenue, Franklin Street to Lake Street, River Forest, Oak Park, Forest Park, Cook County, Illinois

Dear Dave:

Thank you for the opportunity to provide a proposal for our professional land surveying services related to the site River Forest, Oak Park, and Forest Park, Cook County, Illinois.

For your reference, this letter shall serve as an agreement whereby, Lochner, hereinafter referred to as Client, engages Robinson Engineering, Ltd., hereinafter referred to as Surveyor, to perform professional land surveying services as defined in the Scope of Services listed below. Execution of this letter will confirm acceptance and shall constitute an agreement between Client and Surveyor.

The following is a snapshot of the yellow highlighted areas intended to be included in the supplemental topography:



Deliverables, Costs and Schedule

1. Topographic survey data collection of the areas indicated above in yellow highlight.
  - a. The horizontal and vertical datums that the topographic survey will be conducted on shall be consistent with topographic data collected previously in the latter part of 2008 and early part of 2009 by the Surveyor such that the new data can be inserted into prior CAD files provided.
  - b. The Surveyor does not intend to insert or blend the new data with the prior data and the expectation is that this will be completed by the Client.
  - c. The Surveyor intends to conduct the preparation of the CAD file using Bentley Open Roads Designer.
  - d. The Surveyor intends to utilize point codes from the current IDOT CAD code list.
  - e. New control points shall only be established to the extent necessary to collect the supplementary information, not for the entirety of the project length.
  - f. No further research or investigation is to be completed relative to the right of way of the routes involved in the project.
2. The following table shows the Surveyor's lump sum fee for preparing the boundary survey and the Surveyor's standard hourly unit rates.

Description of Service	Unit Rate	Units / Hours	Subtotal
2-Person Field Crew	\$228.00	60.00	\$13680.00
1-Person Field Crew	\$139.00	0.00	\$0.00
CAD Technologist 2	\$126.00	24.00	\$3024.00
CAD Manager	\$166.00	4.00	\$664.00
Land Surveyor 3	\$164.00	0.00	\$0.00
Land Surveying Manager	\$176.00	12.00	\$2112.00
Parking Fees (Actual cost to be invoiced)	\$40.00	7.00	\$280.00
<b>Total</b>			<b>\$19760.00</b>

3. Based upon the rates, estimated hours and other costs shown in the table above, we offer a proposal to complete the topographic data collection in the lump sum amount not to exceed \$19760.00. By signing this proposal/agreement, Client agrees to reimburse the Surveyor for any time and costs accrued at the unit rates indicated above that are performed by the Surveyor and their staff after the execution of this agreement.
4. This agreement is subject to the Robinson Engineering, Ltd. ("REL") Standard Terms and Conditions dated as 04/23 attached hereto and made part thereof.

Should you have any questions or concerns regarding this proposal, please feel free to contact me to discuss in more detail.

Very truly yours,



Randell E. Gann, PLS  
Manager, Land Surveying Department  
(708) 225-8204  
rgann@reltd.com

Topographic Data Collection (\$19760.00)

To be provided within **8 – 10 business weeks** from date of authorization to proceed.

*Payment in full due prior to delivery of final signed and sealed plat to the Client by the Surveyor.*

*This professional service is not contingent upon a real estate transaction or real estate closing.*

*Please sign below, initial all other pages and return copies of all pages to our Frankfort, Illinois or Bourbonnais, Illinois office either digitally or manually.*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

# ROBINSON ENGINEERING, LTD (“REL”) STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions (“Agreement”).

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL’s services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client’s consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL’s estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL’s compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL’s services is impaired, or REL’s services are delayed or suspended, then the time for completion of REL’s services, and the rates and amounts of REL’s compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL’s services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL’s independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL’s independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL’s independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL’s opinions of probable Construction Cost (if any) are to be made on the basis of REL’s experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL’s independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL’s insurers or in settlement or satisfaction, in whole or in part, of Client’s Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL’s insurers in settlement or satisfaction of

Client’s Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_



May 1, 2024

**Mr. David Shannon**

Associate Vice President Lochner  
255 W Washington Street  
Chicago IL

Subject: ***Architectural Concepts for UP Rail Crossing Over Harlem Avenue Oak Park***

Dear Mr. Shannon,

We are pleased to provide you with the following proposal to prepare preliminary design concepts and renderings depicting architectural treatments and lighting concepts for a proposed new bridge over Harlem Avenue in Oak Park Illinois.

**The work will include the following scope:**

- Gathering information on the existing site.
- Gathering available information and documents, including available CAD files showing the proposed modifications.
- Preparation of a 3D CAD model which will include:
  - block style buildings in the project vicinity of the bridge and extending the distance of the project impact on surrounding roads and landscapes. The model will show shape and size with detail sufficient to convey the character of the surroundings. Buildings and sites closer to the proposed bridges will be depicted in a higher level of detail.
  - Roads, walkways, Landscape features, and trees which are significant to the site context.
  - Rail and roadway infrastructure such as light poles, walls, CTA station, etc. in the vicinity of the proposed work.
  - Railway and roadway modifications as proposed in the preliminary civil/structural design.
- Meeting with design team and stakeholders.
- Preparation of architectural concepts for treatment of the bridge faces, abutments, underside of bridge including roadway and pedestrian walkways. This will include add on structures, wall treatments, overhead treatments, walkway surfaces and other elements that can be applied to the proposed structure, but which do not significantly alter the proposed base structure. We will prepare multiple concepts for presentation if appropriated but no more than three variations of a similar theme.
- Create a minimum of 5 renderings from the 3D CAD model. The renderings will show views from the cardinal directions depicting the relationship of potential modifications to surrounding site and structures. Renderings will not be photo realistic but will show the site and proposed work to a degree sufficient as to be recognizable and to represent the potential and impact and enhancement of the proposed roadway reconfiguration.
- The renderings will be provided in PDF and Jpeg format. Additionally we will prepare a PowerPoint presentation file for use in a public meeting.
- Participation in one public meeting or workshop.
- Moderate modifications to the concept and renderings based on feedback gathered from the public meeting.
- Submittal of final renderings and concept.

**Not included in the scope:**

- Printing
- Preparation of presentation boards
- Animated video “flythroughs”
- Reimbursable direct costs – these will be invoiced in addition to labor with no markup.
- Drawings for permitting or construction.
- Cost estimates.

Mr. David Shannon  
Oak Park  
UP over Harlem Avenue  
May 1, 2024

Page 2 of 2

**Compensation**

We propose to provide this service for the following compensation:

**\$41,320 on a Lump Sum basis + reimbursable costs**

Site Survey / Info Gathering	\$1,720
Construct Computer Model	\$9,600
Team Meetings	\$1,360
Preliminary Design + Renderings	\$16,000
Public Meeting	\$2,720
Final Design + Renderings	\$9,500
Other	\$420
<b>Total (Lump Sum + Direct Costs)</b>	<b>\$41,320</b>

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Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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Name (print)

Sincerely,

**Muller&Muller, Ltd.**



**DAVID STEELE** AIA,  
Principal

**Legacy Rail Operations, LLC**  
**Scope of Work**  
**Harlem Avenue Bridge Replacement**  
**River Forest, IL**

**Background**

The Village of River Forest is the lead agency for a Phase I study for the replacement of the Harlem Avenue Bridge which carries the Union Pacific Railroad and the CTA's Green Line over Harlem Avenue. Lochner is the prime consultant helping River Forest with the study and Legacy Rail Operations, LLC (Legacy) will support Lochner with various studies and coordination with the CTA.

Construction of the replacement bridge will require the closure of one track of the Green Line for extended periods, and complete closure of both tracks for a shorter period between construction stages as bridge spans are shifted. During complete closure, a shuttle bus system may be necessary to maintain operations.

**Scope of Work**

**1. Data Collection**

- A. Site Visit .....12 Hours  
Legacy staff will visit the project site to collect/supplement various information for the project. Photographs will be taken. Estimate three people attending.
  
- B. Existing Operations .....8 Hours  
Legacy will collect data regarding current operations for the CTA Green Line including train frequency and length, operations into the out of the storage yard to the west and passenger boarding and alighting volumes.

**2. Operations Analysis**

- A. Long-term Track Closure, North Track.....24 Hours  
Legacy will complete an operational analysis for the CTA Green Line for the scenario where the north track is removed from service at the bridge. The possibility of operating the north track at the station as a stub track will be studied. A second scenario of operating the station only from the south track will also be studied. Modifications to the track in the yard to the west that are required to maintain operations of the Green Line will be identified. Additional costs to the CTA, including CTA staff to oversee the modified service, will be estimated.
  
- B. Long-term Track Closure, South Track.....24 Hours  
Legacy will complete an operational analysis for the CTA Green Line for the scenario where the south track is removed from service at the bridge. The possibility of operating the south track at the station as a stub track will be studied. A second scenario of operating the station only from the north track will also be studied. Modifications to the track in the yard to the west that are required to maintain

operations of the Green Line will be identified. Additional costs to the CTA, including CTA staff to oversee the modified service, will be estimated.

- C. Short-term Track Closure .....24 Hours  
Legacy will complete an operational analysis for the CTA Green Line for the scenario where both tracks are removed from service at the bridge and the yard to west is not accessible. The possibility of operating the north and south tracks at the station as stub tracks will be studied. A second scenario of closing the station using shuttle buses to ferry riders to Oak Park station will also be studied. Additional costs to the CTA, including CTA staff to oversee the modified service and buses, will be estimated.
  
- D. Shuttle Bus Route .....2 Hours  
Legacy will develop a conceptual shuttle bus route for use during full station closures that will include pick-up and drop-off locations as well as routing. Legacy will coordinate with Lochner and Lochner will determine the feasibility of the route, including such things as turn radii and underclearances, and if any additional improvements area required.
  
- E. Technical Memo.....8 Hours  
The findings of the operational studies will be documented in a Technical Memorandum that will include the results of the data collection, the methodology used in the approach to the operational analyses, the findings of the analyses and any other exhibits, tables or figures that would assist a reviewer and the general public in understanding the findings of the analyses.

The Technical Memorandum will be submitted to Lochner for review to ensure that the basis for the analyses is consistent with other project studies. Revisions to the operational analyses and Technical memorandum may be necessary. Legacy assumes one round of review and comment by Lochner will be required.

The Technical Memorandum will be submitted for review by the CTA. Any comments received from the CTA will be reviewed and the Technical memorandum will be revised as appropriate. A disposition of the comments will be prepared for submittal of the revised Technical Memorandum to the CTA. Legacy assumes two rounds of review and comment by the CTA will be required.

**3. CTA Coordination**

- A. CTA Meetings .....18 Hours  
Legacy, in cooperation with Lochner, will prepare for and attend coordination meetings with the CTA where the project is presented, operational considerations are discussed and feedback is solicited. Four meetings with the CTA are included. Estimate three people attending.

- B. Intergovernmental Agreement Support .....4 Hours  
Legacy, in cooperation with Lochner, will support the Village of River Forest in developing an intergovernmental agreement (IGA), or similar document, which will be endorsed by multiple agencies, including the CTA. The Village of River Forest is assumed to be the lead agency in the development and coordination of the IGA. Legacy will respond to questions and requests for information from the Village of River Forest as they develop the IGA and coordinate the IGA with the CTA.

**4. Project Administration**

- A. Progress Meetings .....8 Hours  
Assume three project status meetings with Lochner at two hours per meeting for preparation and attendance.
  
- B. Internal Administration Activities .....12 Hours  
Administration and coordination of project team, including internal status meetings, staffing, budgets, schedule controls, progress reports, billings and contract administration. Estimate: 2 hours per month for 6 months.

Fee and Compensation

The proposed scope of services will be provided for the lump-sum cost of \$25,200.