

**Submitted By**

Bill McKenna, Village Engineer

**Reviewed By**

[Click here to enter text.](#)

**Agenda Item Title**

**A Resolution Approving a Fourth Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Additional Services Associated with Deferring the Construction of the Project to 2020, to Change the Not to Exceed Amount from \$1,457,648 to \$1,854,648 and Authorizing its Execution**

**Overview**

A change order for the engineering design contract with Thomas Engineering for the Lake Street Improvement Projects is necessary due to additional work associated with the change in construction years from 2019 to 2020 for this project. Additional work included providing a separate project plans for bidding for traffic signal improvements at Lake and Forest, preparing plans and adjusting design for a specialty feature at 1000 Lake Street, changes in the projects design to include a passenger drop off area west of Maple Avenue on Lake Street, and various changes as a result in change of bidding dates. The cost to provide this additional engineering is \$397,000 and adjusts the contract amount from \$1,457,648 to \$1,854,648.

**Recommendation**

Approve the Resolution

**Fiscal Impact**

There are available funds for this change order in the FY2019 Budget in the Capital Improvement Fund, Public Works – Engineering, Project Engineering account no. 3095-43780-101-570706 from unspent funds for the Cap the Lake Study which will not be spent this year.

**Background**

As reviewed at the Village Board regular meetings on May 20, 2019, June 17, 2019, and July 8, 2019, a change order to the contract with Thomas Engineering Group for the design of the Lake Street Improvement projects is required due to additional work related to delaying construction of the projects from 2019 to 2020.

Changing the construction year for the Lake Street projects required design separate advanced construction projects for traffic signal improvements at the Lake and Forest intersection; a separate contract for the specialty feature at the same intersection; additional meetings with IDOT for various items; additional utility coordination for recent utility work; redesign portions of the project to avoid easements which could not be acquired; redesigning portions of the project to account for as-built conditions of the Albion and District House developments; redesigning areas of Lake Street near Austin to include additional spaces for outdoor dining and accommodating additional on-street parking due to new businesses; resubmitting project plans and specifications to IDOT meeting new requirements for the change in construction year; redesigning Lake Street from Harlem to maple Avenue to include a drop-off enclave on the north side of Lake Street; and revisions to grading and easement plats for locations where the Village cannot secure sidewalk easements.

The cost to provide this additional engineering is \$397,000 and adjusts the contract amount from \$1,457,648 to \$1,854,648.

The streetscape project is current scheduled for bidding by the State in January of 2020. Construction would start with the water and sewer project in the late winter/early spring of 2020 with streetscape construction starting in late March/early April and finishing by Thanksgiving. The street resurfacing project from Euclid to Austin would occur primarily in the summer of 2020 to minimize impacts to OPRF High School and nearby D97 elementary schools.

### **Alternatives**

The alternative to this recommendation could be to delay action to gain additional information.

### **Previous Board Action**

At the July 8, 2019 regular meeting the Village Board had a discussion and a presentation regarding the business district coordination and website development for the upcoming Lake Street Improvement projects.

At the May 20, 2019 regular meeting the Village Board approved a Contract with Electric Conduit Construction Co. for Project 19-13, Lake Street and Forest Avenue Traffic Signal Improvements in an amount not to exceed \$426,660.

At the November 19, 2018 regular meeting the Village Board approved a Resolution Authorizing Temporary Construction Easements and Permanent Sidewalk Easements on Lake Street for the Lake Street Streetscape Project, Section 16-00264-00-PV.

At the November 5, 2018 regular meeting the Village Board approved a Resolution Authorizing Local Funding and a Local Public Agency Agreement for Federal Participation with the State Of Illinois for Construction of the Lake Street Streetscape Project, Section 16-00264-00-PV.

At the November 5, 2018 regular meeting the Village Board approved a Professional Services Agreement with TranSystems Corporation for Phase III Construction Engineering for the Lake Street Improvement Projects in an amount not to exceed \$1,464,930.

At the November 5, 2018 regular meeting the Village Board approved a Resolution Approving a Contract with Trine Construction Corp. for Project 19-1, Lake Street Sewer and Water Main Improvements, in an amount not to exceed \$1,862,000.

At the September 4, 2018 regular meeting the Village Board Approved a Highways Land Acquisition Contract for Negotiation services with Swanson and Brown, Ltd. for Right-of-Way Acquisition for the Lake Street Improvement Project in an amount not to exceed \$103,900.

At the July 9, 2018 regular meeting the Village Board Approved a Third Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Coordination with Developments and Revisions to Projects' Scope for an additional \$179,440.

At the March 5, 2018 regular meeting the Village Board approved the Lake Street Improvement projects' scope and limits and provided direction to staff to modify the limits and scope to reduce the overall budget for construction of the projects to \$15 million.

At the March 5, 2018 regular meeting the Village Board Approved a Second Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Design Modifications to existing Sidewalk Vaults for an additional \$80,648.

At the March 5, 2018 regular meeting the Village Board Approved an Agreement with Tetra Tech, Inc., for an Environmental Preliminary Site Investigation for the Lake Street Improvement Projects in an amount not to exceed \$36,511.

At the February 26, 2018 regular meeting the Village Board Approved the Lake Street Improvement Project's Scope, Including the Projects' Limits, Decorative Materials, and Specialty Features with a budgeted amount of \$15 million.

At the October 16, 2017 regular meeting the Village Board approved a Professional Services Agreement with The Lakota Group, Inc., for Phase 2 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$131,370.

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project for an additional \$24,780

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects for an additional \$117,560.

On October 4, 2016, the Village Board authorized an agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$99,000.

On August 1, 2016, the Village Board authorized an agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects in an amount not to exceed \$1,080,000.

At the July 18, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Federal Surface Transportation Program Grant Application for the Lake Street Streetscape and Resurfacing Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Illinois Transportation Enhancement Program (ITEP) Grant Application for the Lake Street Streetscape Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Requesting the Illinois Department of Transportation Repurpose Federal Funds Earmarked for the I-290 Cap the

Ike Projects, IL456 and IL478, to the proposed Lake Street Resurfacing and Streetscape Project according to the Consolidate Appropriations Act, 2016.

On February 8, 2016 the Village Board was given a presentation related to Construction, Parking and Mobility Services along the Lake Street Corridor from Harlem to Austin and directed staff to Request Proposals for the Preliminary and Design Engineering of the Lake Street Streetscape and Resurfacing Project.

On November 2, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project which included a recommended project scope and material selections based on Board comments.

On May 11, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project.

On August 20, 2014 the Disability Access Commission met at their regular open public meeting to review the proposed streetscape project and provided comments.

On January 7, 2013 Lakota Group and staff presented the recommendations of the Streetscape Committee for the Lake Street Streetscape project to the Village Board which included four options for scope and materials. The results of the surveys and walking tours were also presented.

On June 4, 2012 the Village Board the Village Board directed staff to form the Downtown District Streetscape Committee who would help in the development of various streetscape scenarios for Board consideration.

On March 15, 2012 the Village Board authorized an agreement with Lakota Group for design services related to the Lake Street Corridor from Harlem Ave to Euclid Ave.

**Citizen Advisory Commission Action**

N/A.

**Anticipated Future Actions/Commitments**

None at this time.

**Intergovernmental Cooperation Opportunities**

None at this time.

**A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS  
ENGINEERING GROUP LLC FOR THE DESIGN OF THE LAKE STREET STREETScape,  
RESURFACING, AND UTILITY IMPROVEMENT PROJECTS TO INCLUDE ADDITIONAL SERVICES  
ASSOCIATED WITH DEFERRING THE CONSTRUCTION OF THE PROJECT TO 2020, TO CHANGE  
THE NOT TO EXCEED AMOUNT FROM \$1,457,648 TO \$1,854,648**

**THIS FOURTH AMENDMENT (“FOURTH AMENDMENT”) TO THE PROFESSIONAL SERVICES AGREEMENT** dated August 15, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Thomas Engineering Group LLC, an Illinois limited liability company, is entered into this \_\_\_\_ day of September, 2019 (collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated August 15, 2016 (“Agreement”), an Amendment dated January 9, 2017, a Second Amendment dated March 6, 2018, and a Third Amendment dated July 9, 2018; and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Fourth Amendment to reflect additional services to include additional services associated with deferring the construction of the project to 2020; and

**WHEREAS**, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$397,000 to the Contract Price for a total amount of \$1,854,648.

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

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

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

Section 2: Service of the Consultant

2.2. The Project consists of professional engineering services, as more completely described in the Consultant’s “Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects” dated June 23, 2016 and the Consultant’s “Revised Cost Proposal for RFP Solicitation #16-100:Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project” dated July 18, 2016 and in the Consultant’s “Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for

including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project” dated December 30, 2016, and in the Consultant’s Proposal for “Village of Oak Park – Lake Street Improvements Change Order; Scope of Work – Vaults” dated August 18, 2017, and in the Consultant’s Summary of “Village of Oak Park – Lake Street Improvements Change Order #3” dated June 29, 2018, and in the “Scope of Work Narrative Supplement 4” dated August 23, 2019, collectively attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Engineering Services for Design Engineering (Phase I & II) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 ~~\$1,457,648~~ \$1,854,648 (“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 Fourth 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 Fourth Amendment to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**THOMAS ENGINEERING GROUP LLC**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By: Thomas E. Gill III  
Its: President

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

## SCOPE OF WORK NARRATIVE



Project: Lake Street Streetscape, Resurfacing, and Utility Projects (#16-100)  
Phase: I (Preliminary Engineering) and II (Design Engineering) – Supplement 4  
Client: Village of Oak Park (VOP)  
Consultant: Thomas Engineering Group, LLC (TEG)  
Date: August 23, 2019 (Submittal 4)

### **Introduction**

In a letter dated December 6, 2018, TEG provided a budget status update. TEG went over budget on October 1, 2018. Similarly, subconsultant TranSmart/EJM Corporation went over budget in mid-October. Both companies billed to their current upper limits of compensation in 2018 but have continued working in good faith. TEG stated that a supplement will be prepared (1) to recoup funds already expended beyond the current limit of compensation and (2) to secure funds to cover the remaining work.

### **Project 1 – Phase I (all past work)**

The letting of this project was delayed twice because of land acquisition necessitating updates to environmental documentation.

1. Coordinate with IDOT on environmental biological clearance renewal..... 8 hrs
2. Coordinate with Huff & Huff on new Preliminary Environmental Site Assessment ..... 4 hrs
- Subtotal 1 (all past work) ..... 12 hrs

### **Project 2 – Utility (all past work)**

The design of construction staging/sequencing at Oak Park Ave for the streetscape project purposefully lagged behind that of the utility project. When the streetscape project caught up, it was discovered that the utility project staging/sequencing is going to be more complex than anticipated.

1. Re-design for more complex than anticipated staging/sequencing at Oak Park Ave ..... 40 hrs
- Subtotal 2 (all past work) ..... 40 hrs



August 23, 2019

RE: Lake Street Streetscape, Resurfacing, and Utility Projects (#16-100), Supplement 4  
Scope of Work Narrative

**Project 3a – Streetscape (past work =P and ongoing/future work = O/F)**

The letting of this project was delayed twice because of land acquisition. The resultant delayed construction schedule pushed this project out-of-sync with the Albion developer project necessitating re-design of construction staging/sequencing. A new vehicular drop off area (north side of Lake Street, west of Maple Avenue) has been introduced to this project.

1. Re-design from bluestone to concrete sidewalk from Harlem Ave to Maple Ave .....	P_8 hrs
2. Re-design for variable depth asphalt surface removal when pavement scope changed from reconstruction to resurfacing and re-design adjacent C&G and sidewalk grading .....	P_40 hrs
3. Present at two additional IDOT Detour Committee Meetings (IDOT required) .....	P_50 hrs
4. Incorporate water main leak detection (added after delay) .....	P_8 hrs
5. Submit to and meet with IDOT for ped access design exception at Lake / Harlem .....	P_40 hrs
6. Re-design construction staging/sequencing assuming Albion project completed .....	P_40 hrs
7. Re-design for new vehicular drop off area.....	P_284 hrs
8. Re-design to reduce AT&T conflicts based on 3/8/2019 meeting.....	P_80 hrs
9. Incorporate sanitary sewer service rodding, tracing, and locating (added after delay).....	P_8 hrs
10. Incorporate construction wayfinding signage (added after delay).....	P_8 hrs
11. Update IDOT items for Jan 2019 to Nov 2019 letting delay (IDOT required) .....	P_50 hrs
12. Re-insert Forest Ave specialty feature after breakout contract attempt .....	P_16 hrs
13. Update IDOT items for Nov 2019 to Jan 2020 letting delay (IDOT required) .....	O/F_50 hrs
Subtotal 3a (past work) .....	632 hrs
Subtotal 3b (ongoing/future work) .....	50 hrs
Subtotal 3 .....	682 hrs

August 23, 2019

RE: Lake Street Streetscape, Resurfacing, and Utility Projects (#16-100), Supplement 4  
Scope of Work Narrative

**Project 3b – Land Acquisition (past work =P and ongoing/future work = O/F)**

The letting of this project was delayed twice because of land acquisition. For some property owners, negotiations have been non-existent or have stalled necessitating re-design to eliminate easements and, consequently, revisions to the plat of highways already approved by IDOT.

Prior to this supplement, the scope of work included only easement exhibits and legal descriptions. It was later learned that IDOT was going to require a plat of highways. Therefore, the final deliverable is now an easement exhibit for each impacted parcel, a legal description for each impacted parcel, and a plat of highways.

1. Re-design to eliminate easements at Euclid Ave ..... P\_8 hrs
  2. Re-design to eliminate easements for condos near Kenilworth Ave and at post office ..... P\_80 hrs
  3. Re-design to eliminate easements for other to-be-determined properties..... O/F\_340 hrs
  4. Prepare plat of highways and revise it for eliminated easements ..... O/F\_170 hrs
- Subtotal 4a (past work) ..... 88 hrs
- Subtotal 4b (ongoing/future work) ..... 510 hrs
- Subtotal 4 ..... 598 hrs

**Project 3c – Albion Developer Frontage (all past work)**

The letting of this project was delayed twice because of land acquisition. The resultant delayed construction schedule pushed the streetscape project out-of-sync with the Albion developer project necessitating a new breakout contract for the Albion frontage. Construction started in summer 2019, so a task for construction assistance to VOP's Resident Engineer was included.

1. Prepare new breakout contract for Albion developer frontage ..... P\_320 hrs
  2. Survey Albion developer frontage and incorporate as new existing topography ..... P\_16 hrs
  3. Re-design streetscape project based on new existing topography ..... P\_24 hrs
  4. Provide construction assistance for Albion project..... P\_16 hrs
- Subtotal 5 (all past work) ..... 376 hrs

August 23, 2019

RE: Lake Street Streetscape, Resurfacing, and Utility Projects (#16-100), Supplement 4  
Scope of Work Narrative

### **Project 3d – Marion St north of Lake St (all ongoing/future work)**

Initially, Marion St north of Lake St was going to be included in the state let streetscape project, follow a similar streetscape palette, and correct non-compliant sidewalk. Design, plans, specifications, and estimates (PS&E) progressed accordingly. For budgetary reasons, Marion St was eliminated from the streetscape project before a PS&E submittal was made and has sat idle ever since. Today, the understanding is that Marion St will become a new locally let breakout contract (like Project 3c on previous page) with a scope of improvements scaled-down from what was previously progressed.

TEG understands the scaled-down improvements as follows. Roadway – standard mill and overlay, non-decorative crosswalk at Holly Court. West Curb – full replacement, non-decorative, re-aligned for new bump outs, same alignment (horizontal and vertical) elsewhere. West Sidewalk – full replacement, non-decorative. East Curb – intermittent replacement. East Sidewalk – intermittent replacement, no correction to non-compliant cross slopes, omit vaults.

TEG notes that the existing right of way line does not always match the existing building face line. TEG understands that VOP will be fully responsible for whatever land acquisition processes are necessary.

1. Revise design and plan sheets for scaled-down improvements ..... 90 hrs
2. Prepare new specifications packet ..... 50 hrs
3. Prepare new quantity calculation sheets and cost estimate ..... 30 hrs
4. Compile the above into new locally let breakout contract ..... 30 hrs
- Subtotal 6 (all ongoing/future work) ..... 200 hrs

### **Project 4 – Resurfacing (past work =P and ongoing/future work = O/F)**

Several minor supplemental tasks have arisen for the resurfacing project.

1. Provide design assistance for Invest in Cook grant application and phone interview ..... P\_8 hrs
2. Re-design (1) from Humphrey Ave to Austin Blvd and (2) along Austin Blvd ..... O/F\_28 hrs
3. Re-design driveway for car wash near Austin Blvd ..... O/F\_12 hrs
- Subtotal 7a (past work) ..... 8 hrs
- Subtotal 7b (ongoing/future work) ..... 40 hrs
- Subtotal 7 ..... 48 hrs

August 23, 2019

RE: Lake Street Streetscape, Resurfacing, and Utility Projects (#16-100), Supplement 4  
Scope of Work Narrative

**Miscellaneous (past work =P and ongoing/future work = O/F)**

The letting of this project was delayed twice because of land acquisition extending the design schedule and necessitating additional coordination and administration. In anticipation of construction starting in spring 2020, a separate contract for construction assistance to VOP's Resident Engineer will be required in the future.

1. Perform utility reviews related to developer projects ..... P\_12 hrs
2. Participated in ~45 add'l meetings/calls and performed admin for ~11 add'l months ..... P\_165 hrs
3. Participate in ~10 add'l meetings/calls and perform admin for ~8 add'l months ..... O/F\_120 hrs
4. Performed as-needed utility coordination ..... P\_20 hrs
5. Continue as-needed utility coordination ..... O/F\_40 hrs

Subtotal 8a (past work) ..... 197 hrs

Subtotal 8b (ongoing/future work) ..... 160 hrs

Subtotal 8 ..... 357 hrs

**Grand Total (past work).....1,353 hrs**

**Grand Total (ongoing/future work).....960 hrs**

**Grand Total (all work).....2,313 hrs**

## PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Thomas Engineering Group, LLC  
PRIME/SUPPLEMENT Supplement 4 (Submittal 4)  
Prepared By Thomas Engineering Group, LLC

DATE 08/23/19  
PTB-ITEM# 16 100

(Last invoice was through September 2018)

CONTRACT TERM 19 MONTHS  
START DATE 10/1/2018  
RAISE DATE 1/1/2019  
  
END DATE 4/30/2020

OVERHEAD RATE 154.46%  
COMPLEXITY FACTOR 0  
% OF RAISE 3%

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2018	1/1/2019	3	15.79%
1	1/2/2019	1/1/2020	12	65.05%
2	1/2/2020	5/1/2020	4	22.33%

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The total escalation = 3.18%

## PAYROLL RATES

FIRM NAME

Thomas Engineering Group, LLC DATE

08/23/19

PRIME/SUPPLEMENT

Supplement 4 (Submittal 4)

PTB-ITEM #

16 100

ESCALATION FACTOR

3.18%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.00 (Capped)
Project Manager/Senior Resident Eng	\$70.00	\$70.00 (Capped)
Administrative Assistant	\$24.00	\$24.76
Intern	\$17.00	\$17.54
Business Admin Head	\$56.00	\$57.78
Project/Resident Eng V	\$66.52	\$68.63
Chief Surveyor	\$55.00	\$56.75
Project/Resident Eng IV	\$58.42	\$60.28
Project/Resident Eng III	\$48.87	\$50.42
Design/Constr Eng I	\$28.07	\$28.96
Design/Constr Eng II	\$38.00	\$39.21
Project/Resident Eng II	\$38.26	\$39.48
Marketing Assistant	\$32.00	\$33.02
Technician	\$26.30	\$27.14
Technician III	\$40.07	\$41.34
Senior Technician	\$41.93	\$43.26
Technical Manager	\$45.00	\$46.43
Survey Assistant	\$15.00	\$15.48

## Subconsultants

FIRM NAME	<u>Thomas Engineering Group, LLC</u>
PRIME/SUPPLEMENT	<u>Supplement 4 (Submittal 4)</u>
PTB-ITEM #	16 100

**DATE**            **08/23/19**

NAME	Direct Labor Total	Contribution to Prime Consultant
TranSmart/EJM Corp.	25,299.00	2,529.90
Huff & Huff, Inc.	1,628.99	162.90
<b>Total</b>	<b>26,927.99</b>	<b>2,692.80</b>

Bureau of Design and Environment  
Prepared By: Consultant  
**DATE** **08/23/19**

0

**DBE 19.84%**



# AVERAGE HOURLY PROJECT RATES

**FIRM** Thomas Engineering Group, LLC  
**PTB-ITEM#** 16 100  
**PRIME/SUPPLEMENT** Supplement 4 (Submittal 4)

Bureau of Design and Environment  
 Prepared By: Consultant

**DATE** 08/23/19

**SHEET** 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Thomas Supplement 4														
		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	70.00	0.0																	
Project Manager/Senior Resident Eng	70.00	0.0																	
Administrative Assistant	24.76	0.0																	
Intern	17.54	69.0	2.98%	0.52	69	2.98%	0.52												
Business Admin Head	57.78	0.0																	
Project/Resident Eng V	68.63	0.0																	
Chief Surveyor	56.75	116.0	5.02%	2.85	116	5.02%	2.85												
Project/Resident Eng IV	60.28	578.0	24.99%	15.06	578	24.99%	15.06												
Project/Resident Eng III	50.42	0.0																	
Design/Constr Eng I	28.96	0.0																	
Design/Constr Eng II	39.21	278.0	12.02%	4.71	278	12.02%	4.71												
Project/Resident Eng II	39.48	0.0																	
Marketing Assistant	33.02	0.0																	
Technician	27.14	0.0																	
Technician III	41.34	1,272.0	54.99%	22.74	1272	54.99%	22.74												
Senior Technician	43.26	0.0																	
Technical Manager	46.43	0.0																	
Survey Assistant	15.48	0.0																	
		0.0																	
		0.0																	
		0.0																	
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<b>TOTALS</b>		2313.0	100%	\$45.88	2313.0	100.00%	\$45.88	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

August 22, 2019

**LAKE STREET STREETScape, RESURFACING, AND UTILITIES PROJECT  
VILLAGE OF OAK PARK- COOK COUNTY  
REQUEST FOR PROPOSAL NUMBER 16-100  
PHASE I AND PHASE II ENGINEERING SERVICES**

**Supplement No. 2- Additional Street Lighting and Traffic Signal Design Services**

**GENERAL SCOPE - PHASE II ENGINEERING SERVICES**

The scope of EJM Engineering DBA TranSmart/EJM Corporation design services under this supplement consists of the preparation of street lighting and traffic signal plans, specifications, and estimate of cost in conjunction with the Lake Street Streetscape Project. This supplement will cover design services TranSmart/EJM has completed or is expected to complete in which we have expended an additional level of effort beyond our initial scope of services.

**Scope of Services – EJM Engineering, Inc.**

**1. MEETINGS AND COORDINATION- 16 hours**

TranSmart/EJM will attend meetings and conduct coordination to complete the scope of services- 16 hrs.

**2. DATA COLLECTION– 16 hours**

TranSmart/EJM will collect and review data to complete the scope of services- 16 hrs.

**3. ELECTRICAL AND STREET LIGHTING DESIGN- 206**

**A. Additional Electrical and Street Lighting Design Services- 146 hours**

- Breakout contract for the street lighting design of District House PS&E- 48 hrs.
- Breakout contract street lighting design of Albion Development PS&E- 78
- Design of irrigation pump power feeds- 8 hrs.
- Research power feeds to parking kiosks- 4 hrs.
- Research power feeds to wayfinding parking garage signage- 4 hrs.
- Design power feeds to granite signage wall in ground lights- 4 hrs.

**B. Anticipated 5<sup>th</sup> and 6<sup>th</sup> Final Submittal for Street Lighting PS&E- 60 hours.**

**4. TRAFFIC SIGNAL DESIGN- 242**

**C. Additional Traffic Signal Design Services- 172 hours.**

- Prepared recommended Traffic Signal Improvement memorandum. The memorandum assessed the existing condition of the traffic signal equipment within the Lake Street streetscape project limits and provided recommendations for improvements- 8 hrs.
- Design of traffic signal interconnect. This work included preparation of the necessary plan sheets, specifications, and costs for replacement of the fiber optic signal interconnect along the Lake St. corridor- 36 hrs.
- Design of District House traffic signal improvements. The work included preparing a separate plan, specification, and estimate package for the traffic signal work occurring within the District House improvements- 36 hrs.
- Research of GPS Emergency Vehicle Preemption (EVP). The memorandum provided a brief summary of available GPS Emergency Vehicle Preemption Systems that could be utilized for the Lake Street traffic signal improvements- 8 hrs.
- Address any additional VOP comments on signal plans/specs- 24 hrs
- Design of Albion Development Signal Improvements. The work will include preparing a separate plan, specification, and estimate package for the traffic signal work occurring within the Albion improvements- 60 hrs.

D. Preparation of 2<sup>nd</sup> Final Submittal Traffic Signal Tasks- 10 hours.

- Provide temporary signal sheets, specs, and quantities at Harlem/Lake- 10 hrs.
- 

E. Anticipated 5<sup>th</sup> and 6<sup>th</sup> Final Submittals for Traffic Signal PS&E- 60 hours.

## **5. QA/QC and Administration- 24 hours**

## **6. Albion Development Phase III Construction Support- 72 hours**

TranSmart/EJM will assist in reviewing and providing answers to contractor's request for information (RFIs) during construction activities related to the Albion Development. TranSmart/EJM will also review various *Construction Revisions* presented by the Contractor and/or the Village of Oak Park in relation to the proposed and temporary Albion Development street lighting and traffic signal designs. This work includes any required plan and/or special provision modifications- 72 hrs.

TranSmart/EJM Phase III Construction Support under this supplement does not include any other construction work outside of the Albion Development contract.

## PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By

EJM ENG DBA TRANSMART/EJM CORP  
SUPPLEMENT 2  
EJM ENG DBA TRANSMART/EJM CORP

DATE 08/22/19  
PTB-ITEM # 0

CONTRACT TERM 4 MONTHS  
START DATE 9/1/2019  
RAISE DATE ANNIVERSARY

OVERHEAD RATE 145.73%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

### ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

## PAYROLL RATES

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**PTB-ITEM #**

**EJM ENG DBA TRANSM/ DATE**  
**SUPPLEMENT 2**  
**0**

08/22/19

## ESCALATION FACTOR

**0.50%**

*Note: Rates should be capped on the AVG 1 tab as necessary*

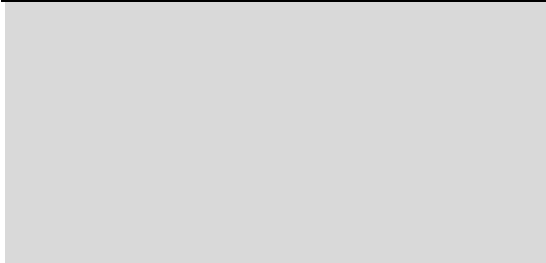
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Professional	\$75.00	\$75.00
Senior Specialist	\$56.67	\$56.95
Engineer IV	\$42.25	\$42.46
Engineer III	\$36.50	\$36.68
Engineer II	\$31.94	\$32.10
Engineer I	\$29.00	\$29.15
Specialist III	\$35.96	\$36.14
Project Administration/Billing Specialist	\$30.17	\$30.32

## Subconsultants

FIRM NAME EJM ENG DBA TRANSMART/EJM CORP  
PRIME/SUPPLEMENT SUPPLEMENT 2  
PTB-ITEM # 0

DATE 08/22/19

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total 0.00 0.00

Bureau of Design and Environment  
Prepared By: Consultant

**DATE** 08/22/19

**145.73%**

COMPLEXITY FACTOR 0

62,167

BDE 3604 Template (Rev. 10/19/17)

## AVERAGE HOURLY PROJECT RATES

**FIRM** EJM ENG DBA TRANSMART/EJM CORP  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** SUPPLEMENT 2

**DATE** 08/22/19

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			MEETINGS AND COORDIN			DATA COLLECTION			ELECTRICAL AND STREET			TRAFFIC SIGNAL DESIGN			QA/QC AND ADMINISTRATION		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Professional	75.00	52.0	9.03%	6.77	2	12.50%	9.38				24	11.65%	8.74	10	4.13%	3.10	12	50.00%	37.50
Senior Specialist	56.95	186.0	32.29%	18.39	8	50.00%	28.48	8	50.00%	28.48	42	20.39%	11.61	96	39.67%	22.59			
Engineer IV	42.46	6.0	1.04%	0.44	6	37.50%	15.92												
Engineer III	36.68	80.0	13.89%	5.09				4	25.00%	9.17	48	23.30%	8.55	12	4.96%	1.82			
Engineer II	32.10	68.0	11.81%	3.79							12	5.83%	1.87	44	18.18%	5.84			
Engineer I	29.15	164.0	28.47%	8.30				4	25.00%	7.29	80	38.83%	11.32	72	29.75%	8.67			
Specialist III	36.14	8.0	1.39%	0.50										8	3.31%	1.19			
Project Administration/Billing	30.32	12.0	2.08%	0.63													12	50.00%	15.16
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<b>TOTALS</b>		576.0	100%	\$43.92	16.0	100.00%	\$53.77	16.0	100%	\$44.93	206.0	100%	\$42.09	242.0	100%	\$43.21	24.0	100%	\$52.66



## AVERAGE HOURLY PROJECT RATES

**FIRM** EJM ENG DBA TRANSMART/EJM CORP  
**PTB-ITEM #** 0  
**PRIME/SUPPLEMENT** SUPPLEMENT 2

**DATE** 08/22/19  
**SHEET** 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ALBION DVLPMT PHASE III																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Professional	75.00	4	5.56%	4.17															
Senior Specialist	56.95	32	44.44%	25.31															
Engineer IV	42.46																		
Engineer III	36.68	16	22.22%	8.15															
Engineer II	32.10	12	16.67%	5.35															
Engineer I	29.15	8	11.11%	3.24															
Specialist III	36.14																		
Project Administration/Billing	30.32																		
<b>TOTALS</b>		72.0	100%	\$46.22	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

## AVERAGE HOURLY PROJECT RATES

**FIRM**

**EJM ENG DBA TRANSNART/EJM CORP**

PTB-ITEM#

0

DATE

08/22/19

PRIME/SUPPLEMENT

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**SUPPLEMENT 2**

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**SHEET**

**3**

**OF**

**5**

[illegible]

## AVERAGE HOURLY PROJECT RATES

**FIRM**

**EJM ENG DBA TRANSMART/EJM CORP**

PTB-ITEM #

0

DATE

08/22/19

PRIME/SUPPLEMENT

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**SUPPLEMENT 2**

---

**SHEET**

4

**OF**

**5**

[illegible]

## AVERAGE HOURLY PROJECT RATES

**FIRM  
PTB**

**EJM ENG DBA TRANSMART/EJM CORP**

0

**DATE** 08/22/19

PRIME/SUPPLEMENT

---

**SUPPLEMENT 2**

---

SHEET 5 OF 5

[illegible]



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

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Suite 330  
Oak Brook, IL 60523  
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F: 630.684.9120  
www.huffnhuff.com  
www.gza.com



March 21, 2019

via email: [brianp@thomas-engineering.com](mailto:brianp@thomas-engineering.com)

Mr. Brian L. Pawula, P.E.  
Project Manager  
Thomas Engineering Group, LLC  
238 South Kenilworth Avenue  
Suite 100  
Oak Park, Illinois 60302

**Re: Environmental Services – Preliminary Environmental Site Assessment  
Oak Park, Illinois Improvements  
Proposal No.: 81.PT00016.20**

Dear Pawula:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal to Thomas Engineering Group, LLC. (Client) to perform a Preliminary Environmental Site Assessment (PESA) for the project area including:

- Lake Street between Harlem Avenue and Austin Avenue; and
- Marion Street, extending northward from Lake Street to Ontario Street, in Oak Park, Illinois.

This proposal presents our project approach, the scope of services, and cost.

**1. PROJECT UNDERSTANDING**

The planned improvements along Lake Street include street scaping and roadway reconstruction from Harlem Avenue to Euclid Avenue; street resurfacing, ADA sidewalk improvements, lighting, and landscaping improvements from Euclid Avenue to Austin Boulevard; and a separate locally funded utility improvement project for water and sewer replacement at various locations on Lake Street. The planned improvements along Marion Street include resurfacing and installation of new lighting foundations.

H&H previously completed a PESA for this Project Corridor, dated February 2017. The PESA previously completed will expire in February 2020 since according the IDOTs Bureau of Local Roads and Streets (BLRS) Manual, there is a 3-year limit on PESAs before a new one has to be completed (PESA validation is required if over 180-days old and less than 3-years).

Further, we understand the anticipated letting date is set for September 2019, though the project has incurred land acquisition delays which may affect the currently anticipated letting date. Therefore, the PESA has been requested by the design team to ensure that the document is current at the time of project letting. It should also be noted that if the PESA identifies new sites with recognized environmental conditions (RECs) or potentially impacted properties (PIPs), an update to the Preliminary Site Investigation will be recommended.



## **2. SCOPE OF SERVICES**

### **Task 1 - Preliminary Environmental Site Assessment (PESA)**

Consultant will prepare a PESA for the Project Corridor. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13;
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The Project Corridor historical land use/ownership record will be developed from standard historical sources. Historical land use/ownership record will be developed from standard historical sources in the available reports. Either historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps, will be reviewed, as available.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the ROW will be evaluated. A site walkover of potential right-of-way areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### **C. Database Search**

A records review or database search will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the Project Corridor.

Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites. A local source, such as the fire department or building department, will be contacted regarding available records and area history.

#### **D. Report Preparation**

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:



- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs;
- An analysis of the site inspection; and
- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris (CCDD) management and in general conformation with IDOT memorandums.

## **Task 2 Project Management**

Time under this task includes project administration and management activities that include: cost and schedule tracking; coordination with Client on authorized activities; memo production and other in-house management activities; and project closeout.

## **Task 3 QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the PESA report.

## **3. PROJECT COSTS**

The estimated man-hours and project costs are tabulated in the attached tables. The project will be on a time and materials basis with a not to exceed amount of \$5,712.44 for the scope identified.

## **4. SCHEDULE**

We anticipate that work will begin for the PESA within 10 days of the Notice to Proceed and will be completed within 4 weeks from the start date. This schedule can be expedited to meet the needs of Client and the project owner, as necessary.

## **5. TERMS AND CONDITIONS**

### **CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

### **ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.



We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

**Huff & Huff, Inc.**

Jeremy J. Reynolds, P.G.

Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

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

Printed/Typed Name: \_\_\_\_\_

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

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

## **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **Including Site Investigation, Remediation, Geotechnical, Construction, And Testing**

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

#### **BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.





- c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
- d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3. Payment.**
- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
- 4. Your Responsibilities.**
- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
- (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
- (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5. Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6. Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with



respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
12. **Changed Conditions.**
- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered



may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
  - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
- 17. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.
- 18. Limitation of Remedies.**
- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
  - b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.



- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



Payroll Escalation Table  
Fixed Raises

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Thomas Engineering Group, LLC

DATE 3/21/2019  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 3/21/2019  
RAISE DATE 3/1/2020

OVERHEAD RATE 186.64%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

3/21/2019 - 3/1/2020

12  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%



## Payroll Rates

FIRM NAME Huff & Huff, Inc. DATE 3/21/2019  
 PRIME/SUPPLEMENT Thomas Engineering Group, LLC  
 PTB NO. \_\_\_\_\_

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$62.63	\$62.63
Senior Consultant	\$69.44	\$69.44
Senior Geotechnical Consultant	\$64.80	\$64.80
Senior Project Manager III	\$60.73	\$60.73
Senior Project Manager II	\$46.64	\$46.64
Senior Project Manager I	\$45.12	\$45.12
Senior Landscape Architect	\$52.74	\$52.74
Senior Planning PM	\$51.48	\$51.48
Senior Geologist PM	\$47.33	\$47.33
Senior Technical Specialist	\$46.14	\$46.14
Senior Scientist PM II	\$48.58	\$48.58
Senior Scientist PM I	\$45.62	\$45.62
Senior Technical Scientist	\$43.36	\$43.36
Senior CADD Specialist	\$34.24	\$34.24
Technical Graphics Technician	\$23.34	\$23.34
Scientist PM II	\$43.85	\$43.85
Scientist PM I	\$35.10	\$35.10
Engineer PM I	\$39.43	\$39.43
Planning PM	\$37.08	\$37.08
Architect PM	\$40.19	\$40.19
Assistant PM Engineer I	\$35.13	\$35.13
Engineer I	\$36.06	\$36.06
Scientist E1	\$30.43	\$30.43
Scientist E2	\$24.97	\$24.97
Administrative Managers	\$42.04	\$42.04
Senior Administrative Assistant	\$29.53	\$29.53
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**Illinois Department  
of Transportation**

**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm Huff & Huff, Inc.  
Route Lake Street  
Section  
County Cook  
Job No.  
PTB & Item

Date 3/21/2019

Overhead Rate 186.64%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA	41	1,282.88	2,394.37	48.95	540.30	310.00	0.00	4,576.50	80.11%
Project Management	2	78.86	147.18	0.00	32.78	0.00	0.00	258.82	4.53%
QA/QC	5	267.25	498.80	0.00	111.08	0.00	0.00	877.12	15.35%
<b>TOTALS</b>	48	1,628.99	3,040.35	48.95	684.15	310.00	0.00	5,712.44	100.00%

Method of Compensation:

Cost Plus Fixed Fee 1

☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]

Cost Plus Fixed Fee 2

☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]

Cost Plus Fixed Fee 3

☐ 14.5%[(2.3 + R)DL + IHDC]

Specific Rate

☐

Lump Sum

☐



## Average Hourly Project Rates

Route Lake Street  
 Section \_\_\_\_\_  
 County Cook  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 3/21/2019

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Project Management			QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	62.63	2	4.17%	2.61							2	40.00%	25.05						
Senior Consultant	69.44	0																	
Senior Geotechnical Consultant	64.80	0																	
Senior Project Manager III	60.73	0																	
Senior Project Manager II	46.64	0																	
Senior Project Manager I	45.12	0																	
Senior Landscape Architect	52.74	0																	
Senior Planning PM	51.48	0																	
Senior Geologist PM	47.33	3	6.25%	2.96							3	60.00%	28.40						
Senior Technical Specialist	46.14	0																	
Senior Scientist PM II	48.58	0																	
Senior Scientist PM I	45.62	0																	
Senior Technical Scientist	43.36	0																	
Senior CADD Specialist	34.24	5	10.42%	3.57	5	12.20%	4.18												
Technical Graphics Technician	23.34	0																	
Scientist PM II	43.85	0																	
Scientist PM I	35.10	0																	
Engineer PM I	39.43	4	8.33%	3.29	2	4.88%	1.92	2	100.00%	39.43									
Planning PM	37.08	0																	
Architect PM	40.19	0																	
Assistant PM Engineer I	35.13	0																	
Engineer I	36.06	0																	
Scientist EI	30.43	32	66.67%	20.29	32	78.05%	23.75												
Scientist E2	24.97	0																	
Administrative Managers	42.04	0																	
Senior Administrative Assistant	29.53	2	4.17%	1.23	2	4.88%	1.44												
		0																	
<b>TOTALS</b>		48	100%	\$33.94	41	100%	\$31.29	2	100%	\$39.43	5	100%	\$53.45	0	0%	\$0.00	0	0%	\$0.00



# HUFF & HUFF, INC.

## SUMMARY OF INHOUSE DIRECT COSTS

Project: Thomas Engineering Group, LLC - Oak Park, IL

### DIRECT

#### **Task 01 - PESA**

Trips - Company	20 miles	x	1	x	\$	0.58	=	\$	11.60
Reproduction	3 sets	x	250	x	\$	0.03	=	\$	22.50
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95
Photo Sheets	3 sets	x	15	x	\$	0.22	=	\$	9.90
			0	x	\$	-	=	\$	-
<b>Task Total</b>									<b>\$ 48.95</b>

#### **Task 02 - Project Management**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

#### **Task 03 - QA/QC**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

---

**GRAND TOTAL      \$    48.95**

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**  
 Project: Thomas Engineering Group, LLC - Oak Park, IL

					<u>OUTSIDE</u>
<b>Task 01 - PESA</b>					
	Federal Express	1	x	\$ 20.00	= \$ 20.00
	Records Search+aerial	1	x	\$ 290.00	= \$ 290.00
		0	x	\$ -	= \$ -
		<b>Task Total</b>		<b>\$</b>	<b>310.00</b>
<b>Task 02 - Project Management</b>					
		0	x	\$ -	= \$ -
		<b>Task Total</b>		<b>\$</b>	<b>-</b>
<b>Task 03 - QA/QC</b>					
		0	x	\$ -	= \$ -
		<b>Task Total</b>		<b>\$</b>	<b>-</b>
<hr/>					
<b>GRAND TOTAL</b>				<b>\$</b>	<b>310.00</b>

F:\Proposal-FY2020\Thomas Engineering Group\Oak Park\[TEG Lake Street Oak Park IDOT Direct Cost Template CPFF.xls]Ot

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
Project: Thomas Engineering Group, LLC - Oak Park, IL

				<u><b>OUTSIDE</b></u>
<b>Task 01 - PESA</b>				
_____	0	x	\$ -	= \$ -
			<b>Task Total</b>	<b>\$ -</b>
<b>Task 02 - Project Management</b>				
_____	0	x	\$ -	= \$ -
			<b>Task Total</b>	<b>\$ -</b>
<b>Task 03 - QA/QC</b>				
_____	0	x	\$ -	= \$ -
			<b>Task Total</b>	<b>\$ -</b>
<hr/>				
			<b>GRAND TOTAL</b>	<b>\$ -</b>

F:\Proposal-FY2020\Thomas Engineering Group\Oak Park\TEG Lake Street Oak Park IDOT Direct Cost Template CPF

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND THOMAS ENGINEERING GROUP LLC  
FOR THE DESIGN OF THE LAKE STREET STREETScape, RESURFACING, AND UTILITY  
IMPROVEMENT PROJECTS FOR AN ADDITIONAL \$179,440**

**THIS THIRD AMENDMENT ("THIRD AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT** dated August 15, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Thomas Engineering Group LLC, an Illinois limited liability company, is entered into this 9<sup>th</sup> day of July, 2018 (collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated August 15, 2016 ("Agreement") an Amendment dated January 9, 2017 and a Second Amendment dated March 6, 2018; and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services for providing coordination with various developments, preparing legal plats and descriptions for construction easements, design changes to reduce the projects' cost, and various modifications due to changes in the projects' scope, schedule and public outreach; and

**WHEREAS**, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$179,440 to the Contract Price for a total amount of \$1,457,648.

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

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

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

**Section 2: Service of the Consultant**

2.2. The Project consists of professional engineering services, as more completely described in the Consultant's "Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects" dated June 23, 2016 and the Consultant's "Revised Cost Proposal for RFP Solicitation #16-100:Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project" dated July 18, 2016 and in the Consultant's "Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for

including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project” dated December 30, 2016, and in the Consultant’s Proposal for “Village of Oak Park – Lake Street Improvements Change Order; Scope of Work – Vaults” dated August 18, 2017, collectively, and in the Consultant’s Summary of “Village of Oak Park – Lake Street Improvements Change Order #3” dated June 29, 2018, attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 ~~\$1,278,208~~ \$1,457,648 (“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 Third 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 Third Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

THOMAS ENGINEERING GROUP LLC

  
By: Lisa Shelley  
Its: Deputy Village Manager


  
By: Thomas E. Gill III  
Its: President

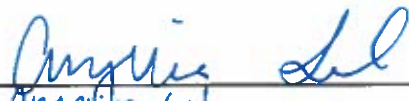
Dated: 7/11, 2018

Dated: 7/25, 2018

ATTEST

ATTEST

  
By: Vicki Scaman  
Its: Village Clerk

  
By: Angelica Gutierrez  
Its: Assistant

Dated: 7/11, 2018

Dated: 7/25, 2018

REVIEWED AND APPROVED  
ASTO FORM

  
JUL 16 2018  
LAW DEPARTMENT

## Village of Oak Park - Lake Street Improvements Change Order #3

### Background

As a result of Phase I investigations, stakeholder engagement, private development, and direction from Village staff, work outside the original contract and change orders #1 and #2 has been required for the project. This change order contains a request for additional contract value to cover both new scope of work and extra effort for work items previously identified but where quantities exceeded the negotiated amount due to direction given by the Village. Due to the nature of Phase I which includes substantial data gathering and public involvement, it is not uncommon for “discovery” during studies to identify new tasks or extra effort. In addition, some of the work included was required to coordinate the LSI designs with various developments whose scope and schedule was either unknown or unrefined and whose schedule can change. In each of these development cases, any extra engineering fee is greatly outweighed by the benefits of capital improvements built by the developers wholly at their cost.

The following is a description of the extra work items:

### Task 1: Implementation Study (Extension of Task)

This task is an extension of supplemental work scope that was intended for developing construction staging/duration scenarios and options to be shared with stakeholders at initial meetings with the Downtown Oak Park (DTOP) Business District, the Hemingway Business District and the DTOP North Marion Street businesses as well as the general public at the Open House Public Meeting. Unknown at the time of scope development for the prime contract and Change Order #1 (supplemental), several Village decisions and commercial property developments required subsequent evaluation and analyses of various construction staging alternatives with various start dates. Originally scheduled to begin streetscape project construction for in Spring of 2018 (CY 18), TEG evaluated several “Late 2018” construction start scenarios with sub-stages on the Far West section (Harlem to Marion) specifically developed to limit new-customer traffic for the Target store development. Several CY2019 construction start scenarios were then developed and evaluated once the Village decided to forgo construction in 2018. Each of the Business Districts were again engaged to share the new set of construction staging constraints. Their feedback was considered and prompted additional revisions to the preferred staging/schedule scenario. (64 hrs)

Upon scope/cost reduction direction for the project, many modular (construction section) durations will be reduced based on lessened critical path quantities (bluestone, sidewalk, curb, etc.) and scope conversion to street rehabilitation instead of reconstruction and potential complete street closures versus staged construction. This analysis is important for purposes of project planning and impacts to business owners. (24 hrs)

TEG will assist the Village with a combined meeting for the two affected Business Districts (DTOP and Hemingway). The primary purpose of this meeting is to share final decisions about schedule and duration and obtain any final concerns or comments about construction staging. (12 hrs)

Sub-Total: 100 hrs

## Task 2: PACE Re-Design at Lake and Forest

This task is for the development of both interim and final alternatives to accommodate PACE Bus movement at the Lake and Forest intersection. This task includes coordination with PACE on design preferences and vehicle templates required as well as performing CADD/Autoturn simulations to insure all vehicles are accommodated with the revised roadway design. (24 hrs)

Sub-Total: 24 hrs

## Task 3: Advance Design and Developer Coordination

This task includes meetings and coordination with developer teams for specific prospective locations along the Lake Street corridor. In each of the cases, specific designs had to be accelerated and performed out of sequence to reflect “existing condition” when the private development would be built. The Lake Street project, in all of the cases to date, would be built after the private developments and therefore could not utilize the accelerated designs since the “existing conditions” would not include all of the developer driven improvements to sidewalk, utilities, lighting, etc. Special care was given to these “interim” designs to insure little or no “throwaway” work when the final Lake Street Improvements were built. Overall, the accelerated designs allowed the Village to achieve substantial net savings on the LSI project by having the developers build out the capital improvements whose costs would have otherwise been borne entirely by the Village. Meetings, coordination, and accelerated designs have been or will be produced for five (5) anticipated commercial developments. To date, coordination and advanced designs have been required for the three (3) developments; District House, Target, and Albion developments (488 hrs).

Advance design and coordination for Albion Development expected to include 3 meetings and 160 man-hours of design work (160 hrs). Meetings to include 4 hrs for meeting (travel and meeting) plus 4 hrs of preparation/documentation for each meeting (24 hrs).

Sub-Total: 672 hrs

## Task 4: Utilities Project

This task includes the effort necessary for additional trips to project site and meetings with various building managers to gain access to their sites and determine locations sewer and water services lines and connection. Surveys were conducted to supplement missing information that was not accurate or missing from Village utility atlases. This task also includes effort for updating the plans for postponed letting. (24 hrs)

Upon direction to reduce scope/costs, pavement recommendation was modified to include resurfacing/rehabilitation versus reconstruction. A concrete “cap” was determined to be most effective if built with the utilities project. To incorporate the cap into the utilities project without a profile change (no templating of cross-sections), the effort will include 10 hours for sheet work and special provisions and 2 hrs for cadd updates. (12 hrs)

Sub-Total: 36 hrs



## Task 5: Specialty Elements Research and Design

Several design elements were added to LSI which were unknown and/or not included in original scope:

- Cross-walk research and design; prior to beginning the Phase I study, the project team was aware of material selection for the LSI corridor as well as previous specialty designs and materials used on other streetscape projects within the Village. As the study progressed, several locations of recently built cross-walks and other features using materials and design applications slated for the Lake Street Improvements project had failed. To resolve this for the LSI, TEG performed a special design study of the various cross-walks on the LSI corridor which included coordination with various material providers. In addition, a development within the LSI project limits was progressing to construction sooner than the LSI project so these studies had to be advanced out of sequence to not inhibit developer construction. TEG developed an aesthetic and durably functional cross-walk design through iterative research with materials suppliers and Village engineering and maintenance staff. This work was originally expected to be performed by the Village's Landscape Architectural firm but since the failures occurred, the designs had to be re-engineered which was outside of TEG contract scope (64 hrs).
- Multiple median concepts/designs between Taylor and Humphrey were developed by TEG. Stakeholder coordination was required to best understand the context and limits of the desired median. A median at this location was not originally in the planned scope of the project (16 hrs).
- ITEP Grant – TEG assisted with ITEP grant application by assembling cost estimates, project durations/schedules and a draft Project development report. Much of the information needed for the application was produced or assembled out of sequence of the typical Phase I project development process and not in the format that could be used for the project deliverables which would be reviewed by IDOT (40 hrs).
- EVP/GPS Design Coordination and Meeting. This work includes attending a meeting/presentation of various emergency pre-emption options and evaluation of those technologies for the LSI. (24 hrs).
- Bus shelter re-design at southwest corner of Lake Street and Lombard Avenue; this work was not anticipated to be required and therefore not originally included with the contract. Project coordination that occurred after the contract was executed required that a re-design be performed (16 hrs).
- Ped Push Button relocation designs were required for the resurfacing contract. Originally, this contract did not include any scope or labor to address pedestrian conflicts except for ADA ramps. Six (6) locations were determined to be non-compliant and push buttons relocation plans were required. (24 hrs)
- OPRF Museum specialty design and coordination; this work was not included in the original contract or previous change orders as became necessary to address recent changes in the property. (8 hrs)

Sub Total = 192 hrs

## Task 6: Surveys

Additional surveys were or will be required to ensure bid plans would reflect the most current existing conditions. Additional survey for the following sites:

- Brewery – 8 hrs field work + 2 hrs office (10 hrs)
- District House – 8 hrs field work + 2 hrs office (10 hrs)

Please note that no effort/scope for future surveys is included for developments currently under review by Oak Park or being contemplated by properties/owners within the project area.

Sub-Total: 20 hrs

## Task 7: Board Presentation Modifications

A presentation powerpoint and supplemental background materials were submitted for review and subsequently finalized for a 7/24/2017 village board meeting. As a result of various project scope changes, associated stakeholder input, and coordination between Village Departments and the board, this presentation was postponed. Advancement of project design elements by TEG concurrent with communications with business districts, Village board members, Village Departments, and individual businesses required supplemental effort to prepare Board Presentation materials with updates of project limits, scope, and revised construction staging/duration assessments. The powerpoint and background information packages were updated three (3) additional times prior to the actual presentation occurring at the 2/5/2018 board meeting. Additional work was performed to respond to comments and ideas brought forth by board members at the 2/5/2018 meeting and again presented to Village Board at the 2/26/2018 meeting.

Sub-Total: 64 hrs

## Task 8: Plats and Legals

TEG will write legal descriptions for up to 44 temporary construction easements along the Lake Street Corridor. Forty two (42) of these are for the Streetscape limits (Harlem Avenue through Euclid Avenue) and two (2) are for the resurfacing limits (Euclid Avenue to Austin Avenue). These legal descriptions will be for the agreements between the Village and property owners for the improvements and updates on the owner's property for the installation of new sidewalk along Lake Street. Improvement will terminate at building faces and not extend into building bump-ins/vestibules/doorways. This work assumes all right-of-way along N. Euclid (District House development) and the northwest corner of Lake and Forest (Albion development) will have been obtained through developer permit work. This labor for this task assumes that there are multiple Property Identification Numbers (PIN #) that have the same owner.

Sub-Total: 286 hrs

## Task 9: Cost Savings and Scope Reduction

Design work and condition assessments are necessary to address Village Board direction to limit the overall project cost in the Central Section (Forest Avenue to Oak Park Avenue). TEG will perform a field condition inspection (8 hrs) of the existing sidewalk on both sides of the street to determine which segments can remain after assessing trip hazards, surface condition, expected repairs from utility relocations and underground borings/open cuts for unit duct and conduit construction (120 hrs).

Sub-Total: 128 hrs

## Task 10: Administration

This task will include all project administration including progress reports, task coordination, and invoices (for extension of contract time limits) for supplemental tasks.

Sub-Total: 56 hrs

**GRAND TOTAL = 1,578 hrs**

## RESOLUTION

**A RESOLUTION APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS ENGINEERING GROUP LLC FOR THE DESIGN OF THE LAKE STREET STREETScape, RESURFACING, AND UTILITY IMPROVEMENT PROJECTS TO INCLUDE COORDINATION WITH DEVELOPMENTS AND REVISIONS TO THE PROJECTS' SCOPE FOR AN ADDITIONAL \$179,440 AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Third Amendment to the Professional Services Agreement ("Third Amendment") with Thomas Engineering Group LLC for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include coordination with developments and revisions to the Projects' scope for an additional \$179,440 is approved and the Village Manager is authorized to execute the Third Amendment in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 9<sup>th</sup> day of July, 2018 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

**APPROVED** this 9<sup>th</sup> day of July, 2018.

  
Anan Abu-Taleb, Village President

**ATTEST**

  
Vicki Scaman, Village Clerk

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND THOMAS ENGINEERING GROUP LLC  
FOR THE DESIGN OF THE LAKE STREET STREETScape, RESURFACING, AND UTILITY  
IMPROVEMENT PROJECTS FOR AN ADDITIONAL \$80,648**

THIS SECOND AMENDMENT ("SECOND AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated August 15, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Thomas Engineering Group LLC, an Illinois limited liability company, is entered into this 6 day of March, 2018 (collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into a Professional Services Agreement dated August 15, 2016 ("Agreement") and an Amendment dated January 9, 2017; and

WHEREAS, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect additional services for providing sidewalk vault inspections and design modifications to sidewalk vaults; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$80,648 to the Contract Price for a total amount of \$1,278,208.

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

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

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

Section 2: Service of the Consultant

2.2. The Project consists of professional engineering services, as more completely described in the Consultant's "Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects" dated June 23, 2016 and the Consultant's "Revised Cost Proposal for RFP Solicitation #16-100:Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project" dated July 18, 2016 and in the Consultant's "Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project" dated December 30, 2016, and in the Consultant's Proposal for "Village of Oak Park – Lake Street Improvements Change Order;

Scope of Work – Vaults” dated August 18, 2017, collectively attached hereto (“Services”). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 ~~\$1,197,560~~ \$1,278,208 (“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 Second 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 Second Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

THOMAS ENGINEERING GROUP LLC

  
By: Cara Pavlicek  
Its: Village Manager


  
By: Thomas E. Gill III  
Its: President

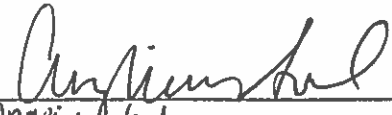
Dated: 3/6, 2018

Dated: 3/19, 2018

ATTEST

ATTEST

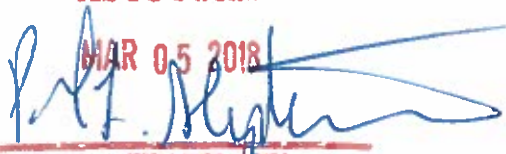
  
By: Vicki Scaman  
Its: Village Clerk

  
By: Angelica Gal  
Its: Assistant

Dated: 3/6, 2018

Dated: 3/19, 2018

REVIEWED AND APPROVED  
ASTO FORM

  
MAR 05 2018  
LAW DEPARTMENT

# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMAS ENGINEERING GROUP LLC FOR THE DESIGN OF THE LAKE STREET STREETScape, RESURFACING, AND UTILITY IMPROVEMENT PROJECTS TO INCLUDE DESIGN MODIFICATIONS TO EXISTING SIDEWALK VAULTS FOR AN ADDITIONAL \$80,648 AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Second Amendment to the Professional Services Agreement ("Second Amendment") with Thomas Engineering Group LLC for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include design modifications to existing sidewalk vaults for an additional \$80,648 is approved and the Village Manager is authorized to execute the Second Amendment in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 5<sup>th</sup> day of March, 2018 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

**APPROVED** this 5<sup>th</sup> day of March, 2018.

  
Anan Abu-Taleb, Village President

**ATTEST**

  
Vicki Scaman, Village Clerk



## Village of Oak Park - Lake Street Improvements

### Change Order; Scope of Work – Vaults

#### Background

During Phase I several subsurface vaults have been identified beneath sidewalks within the project limits. The roofs of these vaults will likely need to be modified during streetscape construction in order to achieve the goals of this project. For purposes of a contract change order, the following assumption are used for determining amount and extent of effort:

- All six (6) utility vaults will have been adjusted prior to construction of LSI at the correct elevation, cross-slope and structural requirements.
- The one (1) vault located within the street pavement area at approximately STA 41+15 is a utility vault and will not require any special plan sheet or detail other than what was included in the original project scope as part of pavement rehabilitation or reconstruction.
- Effort contained in this change order generally includes vault design and associated investigations, coordination, and design for the remaining twelve (12) vaults. It is anticipated that the vaults on average will require structural design, details and cadd work. Calculation for all work items are included with the Cost Estimate for Consultant services (see attachment).

To date, nineteen (19) areas have been identified throughout the project limits (approximately 5,600 SF). These areas have been identified visually through voluntary owner surveys and through physical inspection. In addition, a Ground Penetrating Radar (GPR) survey has been performed in an effort to identify areas where voids are present under the sidewalks so that the design team can design for these areas, if necessary. The plan areas, depths, proximity to buildings, configurations and uses for the vaults vary widely. It is reasonable to assume that any necessary design work required will be unique to each location. Additional investigation should be performed prior to design to gain proper insight into the configuration of the vaults that need to be modified.

The general scope of work anticipated for vault roof construction includes removing the existing vault roof, cutting down the existing vault support (masonry, concrete, etc.) to accommodate the proposed vault roof cross section, and constructing the proposed vault roof. Existing vault roof supports may need to be modified or replaced. Vaults not currently serving any purpose and not attached to any interior building space may be able to be economically filled.

One of the parameters in the design of the proposed vault roofs is the desire to not add any vertical loads to existing building elements when constructing the proposed vault roofs. If geometry precludes the use of the existing vault roof support for a proposed vault roof, new support will need to be designed. Reinforced concrete, steel, or a combination of the two will be used to create independent structural support for the vault roof. When new support is required and there is existing access to the vault area from the interior of a building, the proposed support will be configured, if reasonable, to maintain the existing opening to the extent possible. In these cases the proposed support may be tied laterally to existing building elements by bolts or other means of anchorage.

Design loading for the vault roofs is anticipated to include:

- a. DL: self-weight of structural elements, weight of surface treatment (bluestone), allowance for future additions (planters, etc.)
- b. LL: maximum effect of AASHTO H10 vehicle, or 100 psf

TEG staff, in coordination with Village of Oak Park staff, have determined that the best way forward is to perform additional due diligence in Phase I in order to include construction details for the areas in the Phase II plans. In order to provide details for the Phase II plans, several activities need to occur:

1. Identify each of the vaults (done)
2. Determine the interior dimensions of each of the vaults
3. Determine what is housed within in each of the vaults (utilities, storage, HVAC, etc.)
4. Determine if there are any obstructions to lowering the bottom surface of the vault roof (the bottom surface of the sidewalk). If there are obstructions within 2 feet of the existing bottom of vault roof, determine if the obstructions interfere with the proposed vault. These items could be components attached to the bottom of the vault roof that will need to be relocated, or utilities that cross through the vault.
5. Where the vault is adjacent to or extends into the interior of a building, determine the locations of building elements (columns, beams, pumps, façade elements, etc.) that will influence the proposed vault design and the need for protection during construction
6. Where the vault is an extension of an adjacent interior building space, determine the need for shielding to protect the interior space from demolition dust and debris
7. Determine the need for shielding of elements within the vaults (plumbing, utilities, etc.) to protect sensitive items from damage during existing vault roof removal
8. Determine the types of formwork allowed. Where the interior of a vault will not be accessible after the proposed roof is cast, a stay-in-place system will need to be specified.
9. Where vaults are independent of buildings, coordinate with utilities to schedule the vault work to be performed by the utilities to meet the goals of the project
10. Determine proposed vault roof cross section and details for the desired bluestone finish of the walking surface of the vault roof

## Task 1: Vault Investigation/Survey

Task 1a – Additional effort required to identify, locate, dimension, and determine a scope of adjustment work for each of the nineteen (19) vaults. This task includes coordination and management of LSI corridor GPR survey, review of GPR reports, meetings, and preliminary scope assessment. It is expected that these studies will reveal that only 12 vaults will need to be addressed in tasks 1b through 1e.

Task 1b - Investigation: This task includes work necessary to determine interior dimensions of up to twelve (12) existing vaults. Gain access to the interior of the vaults in order to locate columns, beams, pipes, and other elements within the vaults. Above-surface elements that may be impacted by the vault work will be located and inventoried (i.e. building façade elements).

Task 1c – Design access to vaults with no existing means of access, and design repairs to access holes. Coordinate with contractor to install access holes and perform repairs. (Contractor costs not included in this fee proposal)

Task 1d – Coordinate asbestos testing. (Asbestos testing costs not included in this fee proposal)

Task 1e - Additional Owner Coordination: Coordination required in order to gain access and take measurements to be used as the basis for design.

*Direct Costs Exception – Task 1b does not cover the unknown cost of labor for drilling (camera) and concrete sawing (head entry access) into closed vaults. Task 1d does not include costs for asbestos removal. Both of these costs are recommended to be handles via direct bill to Village of Oak Park.*

## Task 2: Owner Coordination

This task includes coordination with building owners who have interior spaces that extend into vaults that will have vault roof replacement performed. Owners will be identified, and initial outreach will be performed to explain the project and the need for work in their space. This task is intended to cover TEG effort to keep impacted owners informed and to get their input in configuration, where appropriate.

## Task 3: Vault Design

This task includes the determination of a suitable proposed vault system and the associated costs. Where multiple alternatives are acceptable, preliminary design will be performed to determine which will be more cost effective. A feasible sequence of construction will be developed.

PS&E drawings will be developed including a plan, elevation, cross section and details of each the vaults in the existing (developed in Task 1) and proposed condition.

Specifications will be required to further define the construction. Specification effort is included in this task.

## Task 4: Utility Company Coordination

This task includes the performance specification design of vault roofs that will be constructed by utility companies. This work will include the development of drawings and specifications for use by the utility company in modifying their vaults to meet the goals of this project.

## Task 5: ODCs

Direct costs include only

1. Prints & postage
2. Vehicle mileage @ \$0.535/mile
3. Ventilation equipment rental for vaults with no existing means of access
4. Additional insurance costs incurred to add private-entity owners as additional insured

**PAYROLL ESCALATION TABLE**  
**FIXED RAISES**  
**COST PLUS FIXED FEE**

FIRM NAME  
 PRIME/SUPPLEMENT

Thomas Engineering Group  
Supplement

DATE 08/18/17  
 PTB NO. \_\_\_\_\_

CONTRACT TERM  
 START DATE  
 RAISE DATE

2 MONTHS  
9/1/2017  
1/1/2018

OVERHEAD RATE  
 COMPLEXITY FACTOR  
 % OF RAISE

142.20%  
0  
3.00%

**ESCALATION PER YEAR**

9/1/2017 - 10/31/2017





2  
2

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 100.00%  
 = 1.0000

The total escalation for this project would be:

0.00%

# PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Thomas Engineering Gr DATE  
Supplement

08/18/17

ESCALATION FACTOR

0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$88.00	\$70.00
Project Manager/Senior Resident Engineer	\$77.33	\$70.00
Project/Resident Engineer V	\$64.18	\$64.18
Project/Resident Engineer IV	\$57.13	\$57.13
Project/Resident Engineer III	\$49.75	\$49.75
Project/Resident Engineer II	\$37.58	\$37.58
Design/Construction Engineer I	\$26.41	\$26.41
Chief Surveyor	\$46.20	\$46.20
Senior Technician	\$42.50	\$42.50
Technician III	\$34.90	\$34.90
Design/Construction Intern	\$15.00	\$15.00
Business Administration Head	\$51.75	\$51.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

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

**FIRM**

**Thomas Engineering Group**

DATE

**08/18/17**

PSB

## OVERHEAD RATE

**1.422**

PRIME/SUPPLEMENT

## Supplement

## COMPLEXITY FACTOR

0

[illegible]

**DBE 0.00%**

## AVERAGE HOURLY PROJECT RATES

<b>FIRM</b>	<u>Thomas Engineering Group</u>
<b>PSB</b>	<u></u>
<b>PRIME/SUPPLEMENT</b>	<u>Supplement</u>

DATE 08/18/17

**SHEET**      1    OF    5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1a. Add. Prelim. Effort			1b. Investigation			1c. Gain Access/Entry			1d. Asbestos			1e. Add. Owner Coord.		
		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	70.00	0																	
Project Manager/Senior Engineer	70.00	8	1.11%	0.77	8	8.70%	6.09												
Project/Resident Engineer	64.18	92	12.72%	8.17	60	65.22%	41.86										4	20.00%	12.84
Project/Resident Engineer	57.13	0																	
Project/Resident Engineer	49.75	0																	
Project/Resident Engineer	37.58	383	52.97%	19.91	24	26.09%	9.80	80	50.00%	18.79	24	100.00%	37.58	8	100.00%	37.58	16	80.00%	30.06
Design/Construction	26.41	80	11.07%	2.92				80	50.00%	13.21									
Chief Surveyor	46.20	0																	
Senior Technician	42.50	0																	
Technician III	34.90	160	22.13%	7.72															
Design/Construction	15.00	0																	
Business Administration	51.75	0																	
		0																	
		0																	
		0																	
		0																	
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TOTALS		723	100%	\$39.49	92	100.00%	\$57.75	160	100%	\$32.00	24	100%	\$37.58	8	100%	\$37.58	20	100%	\$42.90

## AVERAGE HOURLY PROJECT RATES

FIRM Thomas Engineering Group  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Supplement

DATE 08/18/17

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES				2. Owner Coordination			3. Vault Design			4. Utility Company Coord.								
		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	70.00																		
Project Manager/Ser	70.00																		
Project/Resident Eng	64.18				8	33.33%	21.39	20	5.33%	3.42									
Project/Resident Eng	57.13																		
Project/Resident Eng	49.75																		
Project/Resident Eng	37.58				16	66.67%	25.05	195	52.00%	19.54	20	100.00%	37.58						
Design/Construction	26.41																		
Chief Surveyor	46.20																		
Senior Technician	42.50																		
Technician III	34.90							160	42.67%	14.89									
Design/Construction	15.00																		
Business Administra	51.75																		
<b>TOTALS</b>		0	0%	\$0.00	24	100%	\$46.45	375	100%	\$37.86	20	100%	\$37.58	0	0%	\$0.00	0	0%	\$0.00



## LSI Change Order #2 - Labor Detail

Item	Notes	Unit	Quantity	Rate	Total
1a. Additional preliminary effort	2 weeks for 2 person team onsite				
		Vehicle Day	10	55	\$550.00
1b. Investigation Survey			3	55	\$165.00
	2.5 days of 1 TEG and 1 VOP staff w saw/drill				
1c. Gain Access/Entry		Vehicle Miles	90	0.535	\$48.15
1d. Asbestos					
	4 meetings				
		Vehicle Miles	120	0.535	\$64.20
1e. Additional Owner Coordination					
	none				\$0.00
2. Owner Coordination					
	3 site visit (w or w/out mtg)	Vehicle Miles	90	0.535	\$48.15
3. Vault Design					
	none				\$0.00
4. Utility Company Coord.					
	3 meetings				
		Vehicle miles	90	0.535	\$48.15
TOTAL					\$923.65

## LSI Change Order #2 - Direct Cost Detail

Item	Notes	Staff	Hours	Sheets	hrs/sheet	Total
1a. Additional preliminary effort	Various staff site visits, vault entires, meetings, research and GPR coordination/surveys					
		various	128	1	1	128
1b. Investigation Survey	2 sturctural staff for 2 weeks					
		2	80	1	1	160
1c. Gain Access/Entry	1 TEG sturctural staff accomonied by 1 VOP staff (saw or drill) to gain entry					
		1	24	1	1	24
1d. Asbestos	1 TEG staff to work w ENV firm and identify additionalwork/costs for removal					
		1	8	1	1	8
1e. Additional Owner Coordination	1 TEG staff communicating and perfmng necessary site visit for issues caused by vault work					
		1	20	1	1	20
2. Owner Coordination	Assumes only half of the vaults will require coordination after access has been gained and conflicts determined					
		1	4	6	1	24
3. Vault Design	2 plan sheets (2 hrs ea.) for 12 vaults for drawing and details + CADD work (0.3 staff)	1.3	1	24	12	374.4
4. Utility Company Coord.	1 TEG structural staff to share informaiton and meet on site 3 times					
		1	20	1	1	20
		TOTAL				758.4

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND THOMAS ENGINEERING GROUP LLC  
FOR ENGINEERING SERVICES FOR THE DESIGN OF THE LAKE  
STREET STREETScape, RESURFACING, AND UTILITY IMPROVEMENT  
PROJECTS FOR AN ADDITIONAL \$117,560**

**THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** dated August 15, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation, and Thomas Engineering Group LLC, an Illinois limited liability company, is entered into this 9<sup>th</sup> day of January, 2017 (collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated August 15, 2016 ("Agreement"); and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to reflect the additional services for providing additional phase I and phase II engineering design work to include the design of improvements to Marion Street between Lake Street and Ontario Street; and

**WHEREAS**, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$117,560 to the Contract Price for a total amount of \$1,197,560.

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

**Section 2: Service of the Consultant**

2.2. The Project consists of professional engineering services, as more completely described in the Consultant's "Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects" dated June 23, 2016 and the Consultant's "Revised Cost Proposal for RFP Solicitation #16-100:Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project" dated July 18, 2016 and in the Consultant's "Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project" dated December 30, 2016, collectively attached hereto ("Services"). After written authorization by the Village, the Consultant

shall provide the Services for the Project. These Services shall include providing Professional Engineering Services for Design Engineering (Phase I & II ) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 ~~\$1,0808,000.00~~ \$1,197,560 ("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.

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

3. 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 Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

THOMAS ENGINEERING GROUP, LLC.

  
By: Cara Pavlicek  
Its: Village Manager

  
By: Thomas E. Gill III  
Its: President

Dated: 1/23, 2017

Dated: 2/8, 2017

ATTEST

ATTEST

  
By: Teresa Powell  
Its: Village Clerk

  
By:   
Its: Dept. Head

Dated: 1/23, 2017

Dated: 2/9/17, 2017

REVIEWED AND APPROVED  
AS TO FORM

  
JAN 18 2017  
LAW DEPARTMENT



January 4, 2017

Mr. Bill McKenna, P.E.  
Village Engineer  
Village of Oak Park  
Engineering Division of the Public Works Department  
201 South Boulevard  
Oak Park, Illinois 60302

Re: Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for including Marion Street from Lake Street to Ontario Street as part of the Lake Street Streetscape Project dated December 30, 2016

Dear Mr. McKenna:

Please find attached the Change Order request for inclusion of Marion Street from Lake Street to Ontario Street as part of the Lake Street Improvements (LSI) project. As discussed, this section of Marion Street will be resurfaced and various elements of streetscape, lighting and ADA improvements as discussed in detail within the attached scope of work and fee package.

This package include a written scope of work, a cost estimate for consultant services (CECS), worksheets used for the basis of work-hours as well as documentation for scope of work and costs from our sub-consultants. Overall, the total fee for engineering services totals \$117,559.57.

If you require additional information, please contact Steve Pasinski at 630.430.6392 or via email at [stevep@thomas-engineering.com](mailto:stevep@thomas-engineering.com).

Sincerely,

Thomas E. Gill, III, P.E.  
President

## **Scope of Services**

**Proposal for Professional Engineering Services for Design Engineering  
(Phase I & II) for including Marion Street from Lake Street to Ontario Street as  
part of the Lake Street Streetscape Project**

**December 30, 2016**

## Scope of Services

This document presents the anticipated scope of work and expected effort associated with completion of Phase I and Phase II engineering for an additional length of Marion Street (not originally included in the project) and new scope or additional effort that is supplemental to the RFP and TEG proposal documents. The new Marion Street limits are from north of Lake Street to the Ontario Street Intersection. The scope of work discussed below is in addition to the scope that was previously negotiated and executed in the prime contract. The project team proposed for this work will be led by Thomas Engineering Group, LLC and supported by sub-consultants EJM Engineering (Lighting), WSP-Parsons Brinkerhoff (Public Involvement) and GZA International / Huff and Huff (Environmental-PESA).

### **TASK 1 – DATA COLLECTION AND EVALUATION**

Collection and review of existing plans, ground photos, utilities.

**Task 1 Effort = 10 hrs**

### **TASK 2 – ADDITIONAL SURVEY AND PROPERTY INFORMATION SEARCH**

New survey is required for Marion Street north of the influence of the Lake Street intersection. The topographic survey will extend to the Ontario Street intersection up to the radius returns on the north, west and east approaches. Survey will be provide to the store/building fronts with no steps included. All drainage structures and inverts will be surveyed and opened for pull-downs (28 hrs). Property lines and owners information will be obtained for properties along Marion south of Ontario and those properties within the influence of the ADA improvements at the intersection (12 hrs) information will be performed for all properties along this stretch of Marion Street. Download and check survey completeness (8 hrs). 5 days of vehicle charges are included as a direct costs for this task.

**Task 2 Effort = 48 hrs**

**Direct Cost; 5 days @ \$55/day for vehicle = \$275.00**

### **TASK 3 – ENVIRONMENTAL SURVEY UPDATES & A.P.E. COORDINATION and PESA EXTENSION**

The project team will prepare and submit Environmental Survey Request Form (ESRF) Addendum for submittal to IDOT (20 hrs). IDOT is now requiring TEG to prepare an Area of Potential Effect (APE) which required research of most buildings within the corridor and documenting their historical attributes (48 hrs). A revised ESRF limits package will be submitted to IDOT and coordination with various reviewers to ensure project remains on schedule. TEG will also coordinate PESA survey work to be performed by Huff and Huff (2 hrs).

**Task 3 Effort = 70 hrs**

### **TASK 4 – DATA ANALYSIS**

The Marion Street limits extension will require review of crash data, plotting of accidents and attending the crash study. Access operations, traffic patterns, and pedestrian usage will also be analyzed for incorporation into alternative analysis.

**Task 4 Effort = 16 hrs**



## Scope of Services

### **TASK 5 – LOCATION DRAINAGE STUDY**

Extension of study limits for existing and proposed drainage plans.

**Task 5 Effort = 32 hrs**

### **TASK 6 – PREFERRED ALTERNATIVE**

Develop preliminary geometrics and ADA designs for length of Marion Street study extension. This includes the intersection of Marion and Ontario.

**Task 6 Effort = 48 hrs**

### **TASK 7 – COORDINATION AND MEETINGS**

This task include two meetings with stakeholders along Marion Street and two meetings with Village Manager. Each meeting will be for 1 person @ 4 hrs each.

**Task 7 Effort = 16 hrs**

### **TASK 8 – DRAFT PROJECT REPORT**

Includes additional effort to document elements of study for extension of Marion Street.

**Task 8 Effort = 16 hrs**

### **TASK 9 – FINAL PROJECT REPORT**

Incorporation of comments from Village, stakeholders, IDOT/BLRS and FHWA.

**Task 9 Effort = 8 hrs**

### **TASK 10 –ADVANCE IMPLEMENTATION STUDY WITH DETAILED DURATIONS, CONSTRUCTION STAGING AND MAINTENANCE OF TRAFFIC ANALYSIS**

This task is supplemental as original scope assumed that the detailed project duration schedules would be developed after a preliminary plan submittal for each of the three individual projects (resurfacing, streetscape, and utilities) were complete. As a result of public outreach and discussions with the Village staff regarding consecutive construction seasons and potential benefits to cost and schedule using full closures on multiple staged segments of Lake Street it has become necessary to advance this work. TEG will be conducting the following duration and construction staging analyses as part of this task.

- Construction Duration for Resurfacing Project
- Construction Duration for Utilities Project
- Construction Duration for Streetscape project with following scenarios
  - Assume Resurfacing for sections non-specialty pavement
  - Assume Reconstruction for sections of non-specialty pavement
  - Consider closures of sections combined (west and east)

## Scope of Services

- Consider closure of west only (staged central and east)
- Various sequencing and combinations of staging alternatives.

**Task 10 Effort = 94 hrs**

### **TASK 11 – PLANS, SPECIFICATIONS, AND ESTIMATES – MARION STREET**

Please reference attached detailed estimates of sheet and non-sheet work. This task sub-total includes QC/QA and Administration.

**Task 11 Effort = 344 hrs**

### **TASK 12 – CRASH ANALYSIS SUPPLEMENTAL WORK**

Crash data supplied by Village of Oak Park was in Police Crash Report format only. Original scope assumed data would be provided in tabular format and negotiated at an amount of 24 hrs. Police reports (count – 593 reports) had to be pre-sorted by within/not-within project limits and tabulated (37 hrs). Crashes (391) were plotted by location and coded by crash type in GIS database for purpose of crash analyses (40 hours).

**Task 12 Effort = 53 hrs**

### **TASK 13 – ADMINISTRATION**

Task will include all project administration including progress reports, task coordination, invoices, and management of sub-consultants for work described above excluding the Phase II plan preparation as Administration and QC/QA is built into that estimate.

**Task 13 Effort = 30 hrs**

### **TASK 14 – QA/QC**

QA/QC reviews will be performed in accordance with QA/QC plan for this project

**Task 14 Effort = 15 hrs**

### **SUB-CONSULTANT COSTS**

Additional work is also required by our sub-consultants as shown below. Please reference attachments to find their specific scope and the estimates of cost.

WSP PB to provide additional public involvement	\$5,349.67
EJM to provide additional lighting design for Marion Street	\$12,928.29
Huff and Huff to extend limits of Preliminary Environmental Survey Assessment	<u>\$943.35</u>
<b>TOTAL</b>	<b>\$19,221.31</b>

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Thomas Engineering Group  
PRIME/SUPPLEMENT Prime

DATE 01/04/17  
PTB NO. \_\_\_\_\_

CONTRACT TERM 15 MONTHS  
START DATE 12/15/2016  
RAISE DATE 1/1/2017

OVERHEAD RATE 142.20%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/15/2016 - 1/1/2017

1/2/2017 - 1/1/2018

1/2/2018 - 3/1/2018

1  
15

12  
15

2  
15

= 6.67%  
= 1.0321

82.40%

14.15%

**The total escalation for this project would be:**

**3.21%**

## PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Thomas Engineering Gr DATE  
Prime

01/04/17

ESCALATION FACTOR 3.21%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$88.00	\$70.00
Project Manager/Senior Resident Engineer	\$77.33	\$70.00
Project/Resident Engineer V	\$64.18	\$66.24
Project/Resident Engineer IV	\$57.13	\$58.97
Project/Resident Engineer III	\$49.75	\$51.35
Project/Resident Engineer II	\$37.58	\$38.79
Design/Construction Engineer I	\$26.41	\$27.26
Chief Surveyor	\$46.20	\$47.68
Senior Technician	\$42.50	\$43.87
Technician III	\$34.90	\$36.02
Design/Construction Intern	\$15.00	\$15.48
Business Administration Head	\$51.75	\$53.41
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

DF-824-039  
REV 12/04

DATE 01/04/17

PSB

## Prime

## OVERHEAD RATE

1.422

PRIME/SUPPLEMENT

## COMPLEXITY FACTOR

0

[illegible]

**MBE/WBE 11.00%**

**PREPARED BY THE AGREEMENTS UNIT**

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**SHEET**      1    OF    5

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## AVERAGE HOURLY PROJECT RATES

**FIRM**  
**PSB**

**PRIME/SUPPLEMENT**

Thomas Engineering Group

Prime

**DATE** 01/04/17

**SHEET** 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6_Preferred Alternative			7_Coordination and Meetings			8_Draft Project Report			9_Final Project Report			10_Lake Street Staging			11_Marion Phase II (PS&E)		
		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	70.00																		
Project Manager/Senior Resident Engineer	70.00							8	50.00%	35.00	2	25.00%	17.50	2	2.13%	1.49	24	6.98%	4.88
Project/Resident Engineer V	66.24													48	51.06%	33.83	6	1.74%	1.16
Project/Resident Engineer IV	58.97	16	33.33%	19.66	8	50.00%	29.48	8	50.00%	29.48	6	75.00%	44.22	20	21.28%	12.55	98	28.49%	16.80
Project/Resident Engineer III	51.35																0		
Project/Resident Engineer II	38.79																40	11.63%	4.51
Design/Construction Engineer I	27.26	24	50.00%	13.63	8	50.00%	13.63							24	25.53%	6.96	128	37.21%	10.14
Chief Surveyor	47.68																		
Senior Technician	43.87																		
Technician III	36.02	8	16.67%	6.00													32	9.30%	3.35
Design/Construction Intern	15.48																16	4.65%	0.72
Business Administration Head	53.41																		
<b>TOTALS</b>		48	100%	\$39.29	16	100%	\$43.11	16	100%	\$64.48	8	100%	\$61.72	94	100%	\$54.82	344	100%	\$41.56

## AVERAGE HOURLY PROJECT RATES

**FIRM**  
**PSB**

**PRIME/SUPPLEMENT**

Thomas Engineering Group

Prime

**DATE** 01/04/17

**SHEET** 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12_Crash Analysis			13_Administration			14_QC/QA											
		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	70.00																		
Project Manager/Senior Resident Engineer	70.00				30	100.00%	70.00												
Project/Resident Engineer V	66.24																		
Project/Resident Engineer IV	58.97	2	3.77%	2.23				15	100.00%	58.97									
Project/Resident Engineer III	51.35																		
Project/Resident Engineer II	38.79																		
Design/Construction Engineer I	27.26	51	96.23%	26.23															
Chief Surveyor	47.68																		
Senior Technician	43.87																		
Technician III	36.02																		
Design/Construction Intern	15.48																		
Business Administration Head	53.41																		
<b>TOTALS</b>		53	100%	\$28.45	30	100%	\$70.00	15	100%	\$58.97	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00





**December 15, 2016**

**LAKE STREET STREETScape, RESURFACING, AND UTILITIES PROJECT  
VILLAGE OF OAK PARK- COOK COUNTY  
REQUEST FOR PROPOSAL NUMBER 16-100  
PHASE I AND PHASE II ENGINEERING SERVICES**

**Supplement No. 1- Additional Street Lighting Design Services**

**GENERAL SCOPE - PHASE II ENGINEERING SERVICES**

EJM Engineering, Inc. (EJM) is pleased to submit our proposal for supplemental engineering services for the design of ornamental street and pedestrian lighting along Marion Street between Lake Street and Ontario Street. The scope of EJM design services for this project consists of the preparation of final street lighting design plans, special provisions, summary of quantities, and estimate of cost.

**Scope of Services – EJM Engineering, Inc.**

**1. MEETINGS AND COORDINATION- 4 hours**

EJM will attend meetings and conduct coordination to complete the scope of services:

- A. Attend one combined general coordination meeting with the Village of Oak Park-  
Included in original scope
- B. Coordination with the local Electric Utility Company- 4 hours.

**2. DATA COLLECTION – 10 hours**

EJM will collect and review data to complete the scope of services:

- A. Conduct one (1) field surveys for street lighting work (2 people @ 4 hours each) –  
8 hours
- B. Review of existing street lighting plans– 2 hours
- C. Review of design material, specifications and special provisions provided by the  
Village of Oak Park – Included in original scope

**3. FINAL STREET LIGHTING DESIGN – 90 hours**

EJM will be responsible for the design of permanent street lighting system within the project limits.

- A. Design of the proposed street lighting- 84 hours
  - Final street lighting and decorative sidewalk lighting calculations- 8 hours
  - Temporary street lighting calculations- 4 hours



- Preparation of proposed street and pedestrian lighting plans (1 sheet @ 36 hours)- 36 hours
- Preparation of temporary lighting and removal plans (1 sheet @ 16 hours)- 16 hours
- Voltage Drop Calculations- 4 hours
- Preparation of wiring plans (1 sheet @ 16 hours)- 16 hours
- Preparation of electrical details- Included in original scope

B. Preparation of Special Provisions- 2 hours

C. Preparation of Summary of Quantities- 2 hours

D. Preparation of Estimate of Cost- 2 hours

**4. QA/QC – 4 hours**

**5. ADMINISTRATION – 2 hours**

**General Items**

This scope of services includes the design and development of PS&E's in support of the preparation of one (1) set of construction contract documents following the typical three (3) submittal review process. Breaking up or separating portions of the work into additional construction contracts or including additional submittals is not included in this scope of services.

1. Plan sets and Special Provisions to be prepared in English units.
2. Lighting detail sheets will not be prepared to scale in order to properly illustrate installation details.
3. Proposed permanent lighting designed using current Village of Oak Park Standards.
4. All electrical design will be in accordance with The National Electric Code (NEC), the National Electrical Safety Code (NESC) and any other applicable State or Local Electrical codes.

#NAME?  
PAYROLL ESCALATION TABLE  
FIXED RAISES

FIRM NAME EJM Engineering, Inc.  
PRIME/SUPPLEMENT SUPPLEMENT

DATE 12/18/16  
PROJECT Lake Street Streetscape Project

CONTRACT TERM 12 MONTHS  
START DATE 1/16/2017  
RAISE DATE 7/1/2017

OVERHEAD RATE 133.53%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

1/16/2017 - 6/30/2017

7/1/2017 - 12/31/2017

6  
12

6  
12

= 50.00%  
= 1.0150

51.50%

The total escalation for this project would be:

1.50%

## PAYROLL RATES

FIRM NAME EJM Engineering, Inc. DATE 12/18/16  
PRIME/SUPPLEMENT SUPPLEMENT  
PROJECT Lake Street Streetscape Project

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Chief Engineer/Project Manager	\$70.00	\$70.00
Senior Engineer	\$55.70	\$56.54
Lead Engineer	\$43.89	\$44.55
Engineer III	\$34.50	\$35.02
Engineer II	\$31.94	\$32.42
Engineer I	\$27.19	\$27.60
CADD Operator	\$31.60	\$32.07
Project Administrator	\$29.67	\$30.12

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REV 12/04

DATE 12/18/16

OVERHEAD RATE (OH)	133.53%
COMPLEXITY FACTOR (R)	

## SUPPLEMENT

[illegible]

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## AVERAGE HOURLY PROJECT RATES

**FIRM**  
**PROJECT**  
**PRIME/SUPPLEMENT**

EJM Engineering, Inc.  
Lake Street Streetscape Project  
SUPPLEMENT

DATE 12/18/16

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			MEETINGS AND COORDINATIONS			DATA COLLECTION			FINAL STREET LIGHTING DESIGN			QA/QC AND ADMINISTRATION					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	2	1.82%	1.27										2	33.33%	23.33			
Chief Engineer/Project Manager	70.00	12	10.91%	7.64	2	50.00%	35.00				8	8.89%	6.22	2	33.33%	23.33			
Senior Engineer	56.54	28	25.45%	14.39	2	50.00%	28.27	2	20.00%	11.31	24	26.67%	15.08						
Lead Engineer	44.55	4	3.64%	1.62							4	4.44%	1.98						
Engineer III	35.02	36	32.73%	11.46				4	40.00%	14.01	32	35.56%	12.45						
Engineer II	32.42	20	18.18%	5.89				4	40.00%	12.97	16	17.78%	5.76						
Engineer I	27.60	4	3.64%	1.00							4	4.44%	1.23						
CADD Operator	32.07	2	1.82%	0.58							2	2.22%	0.71						
Project Administrator	30.12	2	1.82%	0.55										2	33.33%	10.04			
<b>TOTALS</b>		110	100%	\$44.41	4	100.00%	\$63.27	10	100%	\$38.28	90	100%	\$43.43	6	100%	\$56.71			

## **IN-HOUSE DIRECT COSTS**

### **MEETINGS AND COORDINATIONS**

	Unit	Cost per Unit	Total Cost
VEHICLE MILEAGE			\$ -
VEHICLE DAY	0.5	\$ 65.00	\$ 32.50
Overnight Delivery	0	\$ 25.00	\$ -
Copies of Deliverables 8 1/2" x 11"	0	\$ 0.10	\$ -
Copies of Deliverables 11"x 17"	0	\$ 0.25	\$ -
Copies of Deliverables 8 1/2" x 11"	0	\$ 0.25	\$ -
Copies of Deliverables 11"x 17" C	0	\$ 1.00	\$ -
Report Binding	0	\$ 3.00	\$ -
<b>MEETINGS AND COORDINATIONS</b>			<b><u>\$ 32.50</u></b>

### **DATA COLLECTION**

	Unit	Cost per Unit	Total Cost
VEHICLE MILEAGE			\$ -
VEHICLE DAY	0.5	\$ 65.00	\$ 32.50
Overnight Delivery	0	\$ 25.00	\$ -
Copies of Deliverables 8 1/2" x 11"	0	\$ 0.10	\$ -
Copies of Deliverables 11"x 17"	0	\$ 0.25	\$ -
Copies of Deliverables 8 1/2" x 11"	0	\$ 0.25	\$ -
Copies of Deliverables 11"x 17" C	0	\$ 1.00	\$ -
Report Binding	0	\$ 3.00	\$ -
<b>DATA COLLECTION</b>			<b><u>\$ 32.50</u></b>

### **FINAL STREET LIGHTING DESIGN**

	Unit	Cost per Unit	Total Cost
VEHICLE MILEAGE			\$ -
VEHICLE DAY	0	\$ 65.00	\$ -
Overnight Delivery	0	\$ 25.00	\$ -
Copies of Deliverables 8 1/2" x 11"	12	\$ 0.10	\$ 1.20
Copies of Deliverables 11"x 17"	12	\$ 0.25	\$ 3.00
Copies of Deliverables 8 1/2" x 11"	0	\$ 0.25	\$ -
Copies of Deliverables 11"x 17" C	0	\$ 1.00	\$ -
Report Binding	0	\$ 3.00	\$ -
<b>FINAL STREET LIGHTING DESIGN</b>			<b><u>\$ 4.20</u></b>

### **QA/QC AND ADMINISTRATION**



Payroll Escalation Table  
Fixed Raises

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Thomas Engineering Group, LLC

DATE 12/15/2016  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 7/1/2016  
RAISE DATE 3/1/2017

OVERHEAD RATE 171.26%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2016 - 3/1/2017
---------------------

8  
12

3/2/2017 - 7/1/2017
---------------------

4  
12

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\_\_\_\_\_

--

\_\_\_\_\_

--

\_\_\_\_\_

= 66.67%  
= 1.0100

34.33%

The total escalation for this project would be:

1.00%





**Illinois Department  
of Transportation**

**Payroll Rates**

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Thomas Engineering Group, LLC  
PTB NO. \_\_\_\_\_

DATE 12/15/2016

ESCALATION FACTOR 1.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Senior Geotechnical Cons.	\$58.08	\$58.66
Senior Consultant	\$57.95	\$58.53
Senior Geologist PM	\$48.62	\$49.11
Geologist PM	\$30.64	\$30.95
Senior Engineering PM	\$46.41	\$46.87
Engineering PM	\$38.32	\$38.70
Assistant PM Engineer II	\$37.08	\$37.45
Assistant PM Engineer I	\$31.66	\$31.98
Engineer 1	\$29.56	\$29.86
Senior Scientist PM	\$40.01	\$40.41
Scientist PM I	\$39.82	\$40.22
Assistant PM Scientist	\$25.51	\$25.77
Senior Technical Scientist	\$34.00	\$34.34
Environmental Scientist E1	\$23.74	\$23.98
Senior Planning PM	\$45.04	\$45.49
Planning PM	\$32.64	\$32.97
Senior Technical Specialist	\$42.88	\$43.31
Senior CADD Specialist	\$31.20	\$31.51
Administrative Managers	\$37.12	\$37.49
Sr. Administrative Assistant	\$25.88	\$26.14
Administrative Assistant	\$21.16	\$21.37
Senior PM II (on call)	\$57.69	\$58.27
Senior PM I (on call)	\$38.89	\$39.28
Engineering Intern	\$18.00	\$18.18
Intern	\$15.50	\$15.66
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm	Huff & Huff, Inc.
Route	Lake Street
Section	North of Lake to Ontario
County	Cook
Job No.	
PTB & Item	

Date 12/15/2016

Overhead Rate 171.26%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA Additional Limits	9	303.73	520.16	0.00	119.46	0.00	0.00	943.35	100.00%
<b>TOTALS</b>	9	303.73	520.16	0.00	119.46	0.00	0.00	943.35	100.00%

Method of Compensation:

- ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
☐ 14.5%[(2.3 + R)DL + IHDC]  
☐ Specific Rate  
☐ Lump Sum

## Average Hourly Project Rates

**Route** Lake Street  
**Section** North of Lake to Ontario  
**County** Cook  
**Job No.**  
**PTB/Item**

**Consultant** Huff & Huff, Inc.

**Date** 12/15/2016

**Sheet** 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA Additional Limits														
		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	70.00	0																	
Senior Geotechnical Cons.	58.66	0																	
Senior Consultant	58.53	0																	
Senior Geologist PM	49.11	0																	
Geologist PM	30.95	0																	
Senior Engineering PM	46.87	0																	
Engineering PM	38.70	0																	
Assistant PM Engineer II	37.45	0																	
Assistant PM Engineer I	31.98	5	55.56%	17.76	5	55.56%	17.76												
Engineer 1	29.86	0																	
Senior Scientist PM	40.41	2	22.22%	8.98	2	22.22%	8.98												
Scientist PM I	40.22	0																	
Assistant PM Scientist	25.77	0																	
Senior Technical Scientist	34.34	0																	
Environmental Scientist E1	23.98	0																	
Senior Planning PM	45.49	0																	
Planning PM	32.97	0																	
Senior Technical Specialist	43.31	0																	
Senior CADD Specialist	31.51	2	22.22%	7.00	2	22.22%	7.00												
Administrative Managers	37.49	0																	
Sr. Administrative Assistant	26.14	0																	
Administrative Assistant	21.37	0																	
Senior PM II (on call)	58.27	0																	
Senior PM I (on call)	39.28	0																	
Engineering Intern	18.18	0																	
Intern	15.66	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		9	100%	\$33.75	9	100%	\$33.75	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME WSP | Parsons Brinckerhoff  
PRIME/SUPPLEMENT Thomas Engineering Group

DATE 12/29/16  
PTB NO. \_\_\_\_\_

CONTRACT TERM 26 MONTHS  
START DATE 12/28/2016  
RAISE DATE 8/1/2017

OVERHEAD RATE 153.38%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/28/2016 - 1/1/2017

0  
26

= 0.00%  
= 1.0491

1/2/2017 - 1/1/2018

12  
26

47.54%

1/2/2018 - 1/1/2019

12  
26

48.96%

1/2/2019 - 3/1/2019

2  
26

8.41%

**The total escalation for this project would be:**

**4.91%**

PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

WSP | Parsons Brincker DATE  
Thomas Engineering Group

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Senior Area Manager	\$108.92	\$108.92
Senior Engineering Manager	\$98.85	\$98.85
Senior Supervising Engineer	\$72.49	\$72.49
Supervising Engineer	\$58.64	\$58.64
Lead Engineer	\$48.44	\$48.44
Lead Planner	\$46.12	\$46.12
Sr.Engineer	\$38.68	\$38.68
Assistant Engineer	\$30.30	\$30.30
Sr. Admin Assistant	\$29.22	\$29.22

DF-824-039  
REV 12/04

DATE 12/29/16

**DBE 0.00%**

## AVERAGE HOURLY PROJECT RATES

**FIRM**  
**PSB**  
**PRIME/SUPPLEMENT**

WSP | Parsons Brinckerhoff

**DATE** 12/29/16

**SHEET**                      **1**      **OF**      **5**

PAYROLL  CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			North Marion Street - Stake			Pre-meeting Coordination			2 Strategy Meetings with			Administration (3%)					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Area Manager	108.92	0						0									0		
Senior Engineering Manager	98.85	0						0						0			0		
Senior Supervising Engineer	72.49	6	20.00%	14.50				6	27.27%	19.77	0			0			0		
Supervising Engineer	58.64	24	80.00%	46.91				16	72.73%	42.65	8	100.00%	58.64	0			0		
Lead Engineer	48.44	0						0			0			0			0		
Lead Planner	46.12	0						0			0			0			0		
Sr.Engineer	38.68	0						0			0			0			0		
Assistant Engineer	30.30	0						0			0			0			0		
Sr. Admin Assistant	29.22	0						0			0			0			0		
		0																	
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TOTALS		30	100%	\$61.41	0	0.00%	\$0.00	22	100%	\$62.42	8	100%	\$58.64	0	0%	\$0.00	0	0%	\$0.00



### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 15<sup>th</sup> day of August, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Thomas Engineering Group, LLC., an Illinois corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

**WHEREAS**, the Village intends to have professional engineering services performed by the Consultant for the Lake Street Streetscape, Resurfacing, and Utility Project pursuant to the Village's Request for Proposal for Professional Engineering Services for Design Engineering (Phase I & II) for the Lake Street Streetscape, Resurfacing, and Utility Projects dated June 6, 2016, attached hereto and incorporated herein (hereinafter collectively 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 "Professional Engineering Services for Design Engineering (Phase I & II) for the Lake Street Streetscape, Resurfacing, and Utility Projects" dated June 23, 2016 and the Consultant's "Revised Cost Proposal for RFP Solicitation #16-100: Professional Engineering Services for Design Engineering (Phases I & II for the Lake Street Streetscape, resurfacing and Utility project" dated July 18, 2016, attached hereto ("Services"). After written authorization by the Village, the Consultant shall provide the Services for the Project. These Services shall include providing Professional Engineering Services for Design Engineering (Phase I & II) for the Lake Street Streetscape, Resurfacing, and Utility Projects 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 17 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 Steve Pasinski 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 \$1,080,000.00 ("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 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 2.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

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

#### **5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its officers, 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, its officers and employees to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village, its

officers, officials, employees, agents, or volunteers. The Consultant's duty to defend shall not apply with respect to any Claims that arise from the performance of professional services.

## **6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 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, which ever 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 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, 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, its officers, officials, employees, agents and volunteers as set forth in this Agreement.

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational

disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:  
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, 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 its officers, officials, agents, employees, and volunteers 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 comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

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

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

## **11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

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

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal

or destruction. The Village shall have ninety (90) days after receipt of any such notice to 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. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

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

## **12. SAVINGS CLAUSE.**

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

## **13. NON-WAIVER OF RIGHTS.**

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



13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another 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 facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Engineer  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302  
Fax: (708) 434-1600  
Email: [bmckenna@oak-park.us](mailto:bmckenna@oak-park.us)

If to the Consultant:

Thomas Gill, III, PE  
Thomas Engineering Group, LLC.  
238 South Kenilworth Avenue, Suite 100  
Oak Park, Illinois 60302  
Fax: (708) 533-1700  
Email: [tomg@thomas-engineering.com](mailto:tomg@thomas-engineering.com)

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

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

**19. BINDING AUTHORITY.**

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

**20. HEADINGS AND TITLES.**

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

**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement 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 are incorporated herein if applicable.

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

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

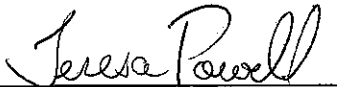
VILLAGE OF OAK PARK



By: Cara Pavlicek  
Its: Village Manager

Date: 8/5, 2016

ATTEST:



By: Teresa Powell  
Its: Village Clerk

Date: 8/5, 2016

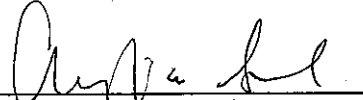
THOMAS ENGINEERING GROUP, LLC.



By: Thomas E. Gill, III  
Its: President

Date: 8/15, 2016

ATTEST:



By: Angelica Goul  
Its: Executive Assistant

Date: 8/15, 2016

REVIEWED AND APPROVED  
AS TO FORM

AUG 02 2016

  
LAW DEPT