



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Stefanie Levine, Senior Project Manager.
CC: Edgar Cano, Public Works Agency Director; Lara Biggs, Capital Planning Bureau Chief/City Engineer
Subject: Approval of Change Order No. 1 with SmithGroup, Inc. for the Evanston Shoreline Repairs (RFQ 21-45)
Date: November 14, 2022

Recommended Action:

Staff recommends that City Council authorize the City Manager to execute Change Order No.1 to the agreement with SmithGroup, Inc. (35 East Wacker, Suite 900, Chicago, IL 60601) for the Evanston Shoreline Repairs (RFQ 21-45) in the amount of \$43,520. This change order will modify the contract amount from \$333,000 to \$376,520.

Funding Source:

Funding is provided from the Capital Improvement Fund 2020 Good Neighbor Funds (Account 415.40.4219.62145 - 522006), which has an approved budget of \$85,000 for this line item, all of which is remaining.

CARP:

Urban Canopy & Green Space

Council Action:

For Action

Summary:

On October 10, 2022, the Evanston City Council directed staff to reopen the dog beach and obtain pricing to design a permanent and ADA accessible access to this facility. Staff is currently working with coastal engineering consultants SmithGroup on the Evanston Shoreline Repair project. SmithGroup, who has demonstrated the appropriate expertise (coastal engineering, structural engineering, and geotechnical engineering) to perform the consulting services needed for the shoreline repair, is ideally suited to perform the work needed to provide the necessary dog beach infrastructure and were thus solicited for pricing to design this improvement. Adding this service to SmithGroup's existing contract as a change order also

expedites the procurement of this work by eliminating the need to issue a time consuming request for proposal which will likely help reduce the overall project schedule should the work move forward to construction.

SmithGroup's total cost for engineering services is \$108,800. Due to this high cost, staff recommends proceeding with initial data collection and concept design only at this time which will provide a preliminary design of the improvements required and an order of magnitude cost estimate. At that point, the City Council can decide whether or not to proceed further with the project to complete design documents, bid the work and ultimately construct the improvement. Staff therefore recommends approval of the data collection and concept design tasks only at a total cost of \$43,520.

Legislative History:

On April 11, 2022, the City Council approved a contract with SmithGroup for the Evanston Shoreline Repairs.

On October 10, 2022, City Council discussed reopening the dog beach and directed staff to hire a consultant to design the supporting infrastructure.

Attachments:

[Change Order Form / SmithGroup Proposal](#)

**CITY OF EVANSTON
CHANGE ORDER**

Change Order No. 001
Date: 11/14/2022
Agreement Date: 04/22/2022

PROJECT: Evanston Shoreline Repairs (RFQ 21-45)
OWNER: City of Evanston
CONSULTANT: SmithGroup, Inc.

The following changes are hereby made to the **AGREEMENT**:

Provide data collection and concept design services for a dog beach access structure as detailed in the attached proposal.

Change to **CONTRACT PRICE**: \$43,520.00

Original CONTRACT PRICE :	<u>\$ 333,000.00</u>
Current CONTRACT PRICE adjusted by previous AMENDMENT	<u>\$ 333,000.00</u>
Total change in CONTRACT PRICE for this CHANGE ORDER	<u>\$ 43,520.00</u>
The CONTRACT PRICE including this CHANGE ORDER will be	<u>\$ 376,520.00</u>

Original Date for Contract Completion	<u>03/31/2023</u>
Current Date for Contract Completion	<u>03/31/2023</u>
Time Extension (in calendar days)	<u>0 days</u>
Modified Date for Contract Completion	<u>03/31/2023</u>

Approved by (Owner): _____
City of Evanston Date

Accepted by (Consultant): _____
SmithGroup, Inc. Date

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November 3, 2022

Transmitted – (Via E-Mail)

Ms. Stefanie Levine
Senior Project Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

RE: City of Evanston – Shoreline Repairs, Change Order #1, “Dog Beach” Access Structure

Dear Stefanie:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal to the City of Evanston (“City”) to provide Planning, Engineering, Construction Documentation, Bidding Support and Construction Administration Services for the proposed “Dog Beach” Access Structure. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

On April 29, 2022, the City of Evanston approved a Purchase Order (2022-00000373) with SmithGroup to provide engineering services related to the City’s lakefront. The scope of services approved at that time included producing preliminary engineering for repair concepts at several sites along the City’s Lake Michigan shoreline. One of the sites that is included for consideration is an area known as “Dog Beach” located between Clark Street Beach and the Church Street Boat Launch. This area is currently inaccessible due to storm damage and erosion during the recent period of high lake levels in 2020 / 2021. As water levels have receded in 2022, there is now visible emergent beach and a growing demand by the public for access to this area. While the original contract includes a review of the shore protection at this location, the City has requested that SmithGroup provide additional services related to the design and construction of a proposed access structure at this location. Services requested include:

- Additional Data Collection for specific final engineering purposes;
- Concept Design and Engineering;
- Permitting Support;
- Draft and Final Construction Documents;
- Opinion of Probable Construction Cost;
- Bidding Documents and Bidding Support Services; and
- Construction Administration Support Services

The City intends to bid and award a construction contract in 2023.

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SCOPE OF SERVICES

Task CO1-1. Data Collection

SmithGroup will provide the following Data Collection services:

SmithGroup will procure and manage a Geotechnical Engineering firm which will obtain one additional soil boring in the vicinity of the Dog Beach and collect soil samples for the determination of foundation design parameters.

SmithGroup proposes to utilize the services of Wang Engineering, which is already part of our Consultant Team for the base scope. We anticipate that one boring to approximately 40' below ground surface will be adequate.

SmithGroup will conduct a field visit to document conditions at the proposed location, and will perform a field delineation of the Ordinary High Water Mark (OHWM) which American Surveying and Engineering (ASE) will survey to include in the project base map. This delineation will identify regulatory jurisdiction applicable to the project. ASE has previously completed bathymetric and topographic surveying in this area as part of the base scope and we assume that the information collected will be sufficient for design of the proposed access structure.

City of Evanston will provide access to the project site for the purposes of additional data collection

Task CO1-2. Concept Design and Engineering

SmithGroup will provide the following Concept Design and Engineering services:

SmithGroup assumes that the access structure will be approximately similar to the sketch included as Figure 1, and will comprise a switchback concrete structure with a sloping (approximately 4%) surface and approximately 6-feet wide. The exact length will depend on the starting and ending elevations. As currently envisioned, the structure would meet existing grade at approximately 587 ft IGLD 85 and extend down below the existing beach elevation to approximately 579 ft IGLD 85, for a total vertical change of about 8 feet. Using the switchback arrangement, the sloped portion of the structure would be approximately 100 feet in length. At least one flat zone will be provided. The structure will be located where existing armor stone is currently located, and competent stone will be re-used as scour protection in front of the access structure and to absorb wave energy reflecting off the steel groin that holds Clark Street beach to the North. SmithGroup further assumes that the location as shown in Figure 1, which is at the north end of the Dog Beach will be the only location considered as it is closest to the nearest handicapped parking stalls, and furthest from the vehicle turning maneuvers associated with the Church Street Boat Launch to the south.

Based on the proposed layout, SmithGroup will perform engineering design calculations for the project components and prepare Design Development Plans and outline specifications to describe the size, material, and character of the planned improvements. As part of the Design Development Plans, SmithGroup will:

- Meet with City staff to review the operational and maintenance requirements and finalize the preferred concept.
- Prepare Preliminary Design Development Plans and outline specifications to a 50% level of final construction drawings.
- Provide an initial order of magnitude estimate of construction cost.

Upon completion of the preliminary engineering, SmithGroup and the City will meet to review and discuss the draft documents and identify any changes or additional information that may be needed prior to submitting the project for permitting and beginning final document production for the improvements. This meeting will occur via web-based video conference.

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Further assumptions regarding the design are:

- No utility adjustments (e.g. electrical services, lighting, water, sewer) will be required;
- The structure will meet ADA accessibility guidelines; and
- Access is anticipated to be accommodated over a range of historical high and low water levels.

Task CO1-3. Permitting Support

SmithGroup will provide the following permitting support services:

Based on the Design development plans, SmithGroup will prepare and submit Permit applications to the Illinois Department of Natural Resources and US Army Corps of Engineers Chicago District. Permit applications will include a narrative describing the projects proposed activities and an estimation of potential impacts below the Ordinary High Water. We are anticipating that project permitting will be able to be completed as a USACE Lake Michigan Regional General permit and under an Individual Permit for the IDNR, which will trigger a 30-day public notice period, and that the City of Evanston will pay fees associated with submission of the permits (IDNR Individual Permit fee is generally determined at the time of application depending on the complexity of the project, and may be on the order of approximately \$3,000).

Additionally, the project will be subject to review and approval by MWRD, under the Watershed Management Ordinance, as it is located within the riparian zone of Lake Michigan.

SmithGroup assumes that the City of Evanston will handle coordination and permit fees, if any, related to internal City of Evanston permits and reviews.

Task CO1-4. Draft and Final Construction Documents

SmithGroup will provide the following Construction Documentation services:

Based on comments received from permitting agencies and the City of Evanston, Design Development Documents will be advanced to draft construction documents. Draft Construction Documents will be provided to the City for review. Comments from the City will be incorporated into Final Construction Documents. As part of the Final Construction documents, SmithGroup will:

- Prepare Final plans and a complete project manual (edited Divisions "0" and "1", and technical specifications) for Bidding. SmithGroup will develop technical specifications with DIV 1 and DIV 0 standard specifications based on SmithGroup and Engineers Joint Contract Documents Committee Standards, as well as City of Evanston standard language for construction contracts; and
- Prepare a final Opinion of Probable Construction Costs.

Task CO1-5. Bidding Services

SmithGroup will provide the following bidding support services:

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SmithGroup will attend the Client's pre-bid conference to receive technical questions from the bidders and respond as appropriate by issuing addenda to the bid documents to clarify the design intent. SmithGroup will evaluate the bids, check contractor references, and make a recommendation to the City for award.

Bid advertisement, bid opening and award shall be by the City.

Task CO1-6. Construction Administration Services

SmithGroup will commence Construction Administration (CA) services and responsibilities upon the award to a Contractor of one contract for construction of the project. SmithGroup will provide the following CA services:

- a) SmithGroup will prepare final Issued for Construction documents incorporating addenda.
- b) SmithGroup will promptly monitor and coordinate with the Contractor the timing of submittals; check, note and review Shop Drawings, material samples, and other submissions and proposals of the Contractor for compliance with the working drawings, specifications, and design intent.
- c) SmithGroup will attend one pre-construction meeting (hosted by the City).
- d) SmithGroup will make periodic visits to the site during construction. During the site visits, SmithGroup will become generally familiar with the progress and quality of the work and will determine, in general, if the work is proceeding in accordance with the Contract Documents. SmithGroup will prepare a field report after each site visit to be delivered electronically within 3 business days after the site visit.
- e) SmithGroup will review RFI's submitted by the Contractor and respond by preparing and distributing bulletins, change orders, and supplemental instructions and clarifications, when directed by the City.
- f) SmithGroup will review the contractor's monthly pay applications and certify the application if progress and quality of the construction is consistent with the content of the application.
- g) SmithGroup will prepare pricing requests to the contractor, and review contractor proposals for change order, when directed by the City.
- h) SmithGroup will conduct one site visit to determine the date of Substantial Completion of the work by the Contractor, and shall compile a "Punch List" of items that are not in compliance with the Contract Documents. SmithGroup will make one subsequent site visit to observe completion of the Punch List items.
- i) SmithGroup will review contractor closeout documents and as-builts (assumed submitted in 1 package and prepared by the Contractor) and will deliver them to the Client within thirty calendar days after completion of construction and before final payment is requested.

ADDITIONAL ASSUMPTIONS

SmithGroup will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure

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of any of them to carry out the work in accordance with the Contract Documents, unless SmithGroup has observed a defect in the work and fails to report the same in writing to the Client, or should have observed the defect in the exercise of the standard of professional care set forth in this agreement.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

Task:	Assumed Start	Assumed End
CO1-1 Data Collection	Dec 1, 2022	Jan 13, 2023
CO1-2 Concept Design	Dec 12, 2023	Feb 24, 2023
CO1-3 Permitting Support	Feb 27, 2023	Mar 31, 2023*
CO1-4 Construction Documents	Feb 27, 2023	Apr 28, 2023
CO1-5 Bidding Services	May 1, 2023	July 31, 2023
CO1-6 Construction Support Services	Sep 5, 2023	Dec 8, 2023**

* Date refers to submission of permit applications only. Permit approvals may impact overall schedule of project.

** Proposed schedule is dependent on permitting agency approvals, City of Evanston procurement processes, and Contractor schedule and work performance.

CONSULTANTS

SmithGroup anticipates using the following consultants for this project and the costs will be borne by SmithGroup and are included in SmithGroup Lump Sum fee.

Wang Engineering (MBE) – Geotechnical Investigation and Engineering, (\$8,500)
 American Surveying and Engineering (MBE) – OHWM Survey and Base Map Update, (\$2,500)
 Infrastructure Engineering, Inc (MBE) – Civil/Structural Engineering and Field Inspection Support, (\$18,000)

Est. 26.7% of proposed contract amendment to be performed by certified M/W/EBE Firms

COMPENSATION or PROFESSIONAL SERVICES FEE

City of Evanston shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$ 108,800, which includes expenses.

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SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Evanston hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Evanston covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of Evanston agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Evanston further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Evanston understands that the Files have been prepared to SmithGroup's criteria and may not conform to City of Evanston drafting or other documentation standards. City of Evanston understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Evanston that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Evanston will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Evanston understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Evanston will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Evanston agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Evanston. Under no circumstances shall transfer of Files to City of Evanston be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Evanston acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of

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Evanston acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

SmithGroup is pleased to be able to continue to serve the City of Evanston,

Regards,

Mark Wagstaff

Digitally signed by Mark Wagstaff
DN: E=Mark.Wagstaff@smithgroup.com,
CN=Mark Wagstaff, OU=Users, OU=CH,
DC=smithgroup, DC=com
Date: 2022.11.03 09:41:07-05'00'

Mark Wagstaff
Principal

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WAGE RATES BY CLASSIFICATION FOR 2022*

Class Description	Billing Rate
Principal In Charge	\$ 295
Senior Project Manager	\$ 265
Engineering Principal	\$ 265
Design Principal	\$ 245
Architect V	\$ 260
Architect IV	\$ 200
Architect III	\$ 150
Architect II	\$ 120
Architect I	\$ 100
Interiors V	\$ 220
Interiors IV	\$ 165
Interiors III	\$ 145
Interiors II	\$ 115
Interiors I	\$ 95
Landscape Architect V	\$ 220
Landscape Architect IV	\$ 165
Landscape Architect III	\$ 145
Landscape Architect II	\$ 110
Landscape Architect I	\$ 95
Civil Engineer V	\$ 250
Civil Engineer IV	\$ 195
Civil Engineer III	\$ 165
Civil Engineer II	\$ 125
Civil Engineer I	\$ 98
MEP Engineer V	\$ 245
MEP Engineer IV	\$ 210
MEP Engineer III	\$ 175
MEP Engineer II	\$ 155
MEP Engineer I	\$ 115
MEP Designer Engineer IV	\$ 150
MEP Designer Engineer III	\$ 135
MEP Designer Engineer II	\$ 105
MEP Designer Engineer I	\$ 98
Structural Engineering Principal	\$ 270
Structural Engineer V	\$ 265
Structural Engineer IV	\$ 230
Structural Engineer III	\$ 175
Structural Engineer II	\$ 145
Structural Engineer I	\$ 105
Sr Lab Planner	\$ 298
Lab Planner	\$ 180
Sr Design Strategist	\$ 298
Design Strategist	\$ 225
Sr Health Planner	\$ 298
Health Planner	\$ 180
Specification Writer	\$ 175
Urban Designer	\$ 220
Mixed-Use Design Specialist	\$ 220
Technical/Administration	\$ 95
Intern	\$ 80
Administrative Assistant	\$ 95
Construction Specialist	\$ 190
Building Tech Specialist	\$ 200
BIM CAD Specialist	\$ 200
Sr Lighting Designer	\$ 180
Lighting Designer	\$ 150
Visualization Specialist	\$ 150
Business Development	\$ 200
Marketing	\$ 140

Note: Project managers will be billed at their classification rate.

*Rates are subject to annual review and increase

Proposal for Engineering Services for "Dog Beach" Access Structure
Figure 1 - Access Structure Concept Diagram

