



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 22 East Chicago Avenue, Suite 201, Naperville, Illinois 60540** and **the Village of Romeoville (Client), 1050 West Romeo Road, Romeoville, Illinois 60446**, is entered into on August 1, 2019 and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions and Acceptance.

PART ONE: PROJECT DESCRIPTION

Site planning and landscape architecture preliminary design services for the Romeoville Athletic and Events Center (RAEC) Phase 2, Adjacent Roadways and Common Areas, and Apartments project as described in the attached proposal and Scope of Services.

PART TWO: PROJECT TEAM

Client Representative: Dawn Caldwell, Assistant Village Manager
Hitchcock Design Group Representative: Tim King, Principal

PART THREE: BASIC SERVICES

The attached Scope of Services is made a part of this Agreement.

PART FOUR: SCHEDULE

The Preliminary Schedule is outlined in the attached proposal letter and is make part of this agreement.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG for the Authorized Scope of Services described in Part Three of this Agreement for the following professional fees.

Phase	RAEC Phase 2	Common Areas	Apartments	Total
Planning, Preliminary Design	\$14,000	\$10,000	\$16,000	\$40,000
Final Design	\$15,715	\$11,225	\$17,960	\$44,900
Total Fixed Fees:	\$29,715	\$21,225	\$33,960	\$84,900

Phase	RAEC Phase 2	Common Areas	Apartments	Total
Bidding and Negotiation	\$1,400	\$1,000	\$1,600	\$4,000
Construction Administration	\$4,900	\$3,500	\$5,600	\$14,000
Construction Observation	\$4,900	\$3,500	\$5,600	\$14,000
Construction Contract Close-out	\$2,100	\$1,500	\$2,400	\$6,000
Estimated Hourly Fees:	\$13,300	\$9,500	\$15,200	\$38,000

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization. Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

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Naperville, Illinois 60540
630.961.1787

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Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost. Mileage is calculated at the current IRS reimbursable rate.

Payment

Invoices

Each month, HDG will provide an invoice by email to you and your accounting professional that describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Progress Payments

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Payment of each invoice is due upon receipt, and will be past due if not paid in full within 30 days of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days of receipt regarding the Client's objection and pay the undisputed invoice amount in accordance with this Agreement.

Interest and Collection Costs

Client agrees to pay a finance charge of 1½% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed.

PART SIX: CLIENT RESPONSIBILITIES

Representation

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.

Existing Conditions

Client agrees to provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

Client agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

Changed Conditions

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

**Financing**

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.

Permits

Unless specifically described in HDG's Basic Services, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Delay

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

Client Expense

Client agrees to comply with Part Six of this Agreement at its own expense.

PART SEVEN: ADDITIONAL CONDITIONS**Standard of Care**

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

Suspension of Services

If Client has not paid HDG's invoice within 90 days of the invoice date, or if Client has an open aggregate account balance of more than \$10,000 or 25% of our professional fee amount, whichever is less, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Termination of Services

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees to defend and hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the



documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

Client agrees to give HDG proper credit for its professional services in Client's official communications, published articles, and temporary project identification signage.

Risk Allocation and Indemnity

HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client agrees to defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to our deliverables by others without our authorization, or for damages, which may occur because of the improper or negligent work of others.

Client agrees to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by Client resulting from such delay caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. Client further agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. Client also agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation, or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of HDG and its sub consultants.

Limitation of Liability

Client agrees to limit any claim made against HDG to the amount of compensation actually paid to HDG under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory.

Insurance

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance are available on request.

Waiver of Subrogation

Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.



Third Party Approvals

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

Dispute Resolution

Both parties agree to submit disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation with a mutually agreed upon mediator before initiating any litigation. Demand for mediation shall be made by written request to the other party. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and both parties agree to mediate in good faith. Mediation fees shall be shared equally.

In the event that mediation does not resolve the dispute(s) within 90 days of demand, either party may pursue its rights through litigation in a court of appropriate jurisdiction. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

Choice of Law

This Agreement is governed by the laws of the County of DuPage and the State of Illinois.

Authorization

If HDG is authorized to commence and/or continue providing services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, Client agrees to compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

Extent

This contract constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

PART EIGHT: ACCEPTANCE

Please sign and return this Agreement. A countersigned agreement will be returned to you.

Accepted: _____
Village of Romeoville Authorized Representative

Accepted: _____
Timothy C. King, Principal
Hitchcock Design Group



August 1, 2019

Dawn Caldwell
Assistant Village Manager
Village of Romeoville
1050 West Romeo Road
Romeoville, Illinois 60446

RE: Romeoville Athletic and Events Center Phase II + Apartment Development

Dear Dawn,

Thank you for asking Hitchcock Design Group to submit this proposal to provide both site planning and landscape architectural services for the RAEC Phase II + Apartments Development project. We appreciate the opportunity to contribute to the success of this project and advance our relationship with you and your colleagues at the Village of Romeoville.

Project Understanding

We understand that the Village is going to move forward with development of Phase II of the RAEC along with development of apartments located just northwest of the existing RAEC. The Village will develop the RAEC building with Dewberry Architects, and the PAL Group will develop the apartments with Fitzgerald Architects. Robinson Engineering will complete the civil engineering for the entire project area, including adjacent roadway and common area improvements required as part of the project. Hitchcock Design Group will develop the overall Site Plan and will perform the landscape architecture services for the entire project area. The Village will process the entitlement for the project as a Planned Unit Development.

All three segments (RAEC, Apartments, and Village common areas) will be developed as one document package and could potentially be bid together as one project, or as three separate bid packages, to be determined.

At this point, the Village would like to negotiate a proposal to advance the Site Planning, Preliminary Design, Final Design, and Construction Phase services for all three segments of the development.

Scope of Services

In order to meet your objectives, we propose a process that is summarized below and described in greater detail in the attached Scope of Services.

We will start by developing a consensus Site Plan for the project site, incorporating the RAEC building and Apartment building, along with the Village required site and landscape improvements, and additional desired amenity items. We will coordinate with Robinson Engineering to incorporate the necessary stormwater management components, and other required civil engineering and utility scope items.

Next, we will complete Preliminary Design for the site and landscape components, consistent with the RAEC Phase I development, including sidewalks, furnishings, signage, landscape, lighting and other common space amenities. We will work with the Village and PAL group to conceptualize the common space amenities, such as an interactive fountain or splash pad, a public outdoor gathering space, and pedestrian connectivity between the various public and private site components.

With Preliminary Design approval from the Village, PAL Group and other project stakeholders, we will advance the preferred design for bidding and construction. We understand that our plan sheets, specifications, and costs, will be incorporated into the master document package prepared by Robinson Engineering, consistent with RAEC Phase 1. The project will be documented as one package but may be bid as three separate segments.

Finally, we will perform Construction Phase Services on an hourly not-to-exceed basis, similar to how we serviced the RAEC Phase I project.

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August 1, 2019
RAEC Phase II + Apartment Development
Page 2

Professional Fees

We will provide the proposed services for the following professional fees:

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Final Design	\$15,715	\$11,225	\$17,960	\$44,900
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Construction Observation	\$4,900	\$3,500	\$5,600	\$14,000
Construction Contract Close-out	\$2,100	\$1,500	\$2,400	\$6,000
Estimated Hourly Fees:	\$13,300	\$9,500	\$15,200	\$38,000

Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$2,500.

Project Team

We will dedicate substantial talent and supporting resources to your project. I will be our project manager and will be directly responsible for routine project communications with you and the rest of the project team. Other members of our Naperville studio will participate as needed in order to advance the work in accordance to your schedule.

Authorization and Schedule

When authorized, we can begin work immediately and will complete our work following your scheduled timeframe. We understand that the desire is to move the project along quickly, potentially breaking ground this Fall, with construction continuing into the Winter, and Spring of 2020.

Thank you again for the opportunity to work with you and the Village of Romeoville! If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Tim King, PLA, ASLA
Principal

Cc: Bill Inman, Hitchcock Design Group
Encl: Scope of Services



Scope of Services

Romeoville Athletic & Events Center Phase II + Apartment Development

PRELIMINARY PLANNING & DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary site plan and common/public spaces design.

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing site and adjacencies, public & private interests and produce new maps and a program summary that will be the basis for further design.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with client representatives and the other project team members confirming:
 - a. Project areas to plan and design
 - b. Public & private landowner goals and objectives
 - c. Overall project team, and respective responsibilities
 - d. Available data
 - e. Budgeted costs
 - f. Village of Romeoville Site Plan approval process
 - g. Pre-application requirements
 - h. Communications and decision-making protocol
 - i. Tentative schedule
 - j. Invoicing and payment
2. **Collect Data** for the project area and the immediate surroundings including:
 - a. Planned Unit Development standards
 - b. Topographic surveys
 - c. Aerial photography
 - d. RAEC Phase II Building plans
 - e. Apartment Building plans
 - f. Stormwater management plans
3. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
4. Using the topographic and boundary survey prepared by Robinson Engineering, the RAEC Phase 2 building footprint from Dewberry Architects, and the Apartment Building footprint from Fitzgerald Architects, Prepare **Base Maps** at Appropriate Scales.
5. Prepare a **Site Analysis Plan** including:
 - a. Opportunities and constraints
 - b. Natural resources
 - c. Infrastructure
 - d. Adjacent influences
6. Prepare a written **Project Program** that includes:
 - a. Administrative considerations (approvals, process)
 - b. Project design program
 - c. Jurisdictional factors
 - d. Budget information



- e. Project Schedule
 - f. Running list of project issues and action items
7. **Review the Program and Analysis** by forwarding the written Project Program and discussing with client representatives and other project team members.

Deliverables: **Base Maps, Written Project Program**

B. Site Planning and Entitlement Phase

Objective: The objective is to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.

Process: Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare a preliminary **Site Plan** based on the documents produced to date by Robinson Engineering, Dewberry Architects, and Fitzgerald Architects, including:
 - a. Building footprints
 - b. Parking
 - c. Pedestrian circulation
 - d. Common areas and public amenities
 - e. Landscape and open space
2. **[Meeting #2: Staff] Review Site Plan** with Village Staff and project team
3. **Refine Site Plan** based on feedback received.
4. Prepare **General Development Plan Exhibits** as required by the Village to process approval as a Planned Unit Development (PUD).
 - a. Site Plan
 - b. General Site information
 - c. Legal descriptions
 - d. Site data
5. **Revise, refine and finalize** the **General Development Plan Exhibits** based on Village PUD review comments, and resubmit to Planning Department coordinator.

C. Schematic Design Phase

Objective: The objective is to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.

Process: Following approval of the Site Plan and Entitlement Phase, Hitchcock Design Group will:

1. Prepare **Schematic Design Alternatives** illustrating site geometry and the scale, type and organization of the project elements including:
 - a. Vehicular and pedestrian circulation features
 - b. Common areas including:
 - i. Splash pad or interactive fountain (drain-to-waste)
 - ii. Site furnishings
 - iii. Lighting
 - iv. Signage



- c. Private areas including:
 - i. Apartment walkways
 - ii. Site furnishings
 - iii. Lighting
 - iv. Signage
 - d. Within overall project limits:
 - i. Landscape improvements
 - ii. Irrigation (performance only)
 - iii. Aesthetic grading
- 2. Coordinate with Robinson Engineering, Dewberry Architects, and Fitzgerald Architects to identify **Preliminary Engineering Requirements** including:
 - a. Storm water management and water resources
 - b. Water source for splash pad and irrigation
 - c. Sanitary sewer for splash pad
 - d. Storm sewers
 - e. Electrical sourcing and connection for splash pad
 - f. Structural engineering for any required retaining walls
- 3. Prepare the **Schematic Design Documents** including:
 - a. Plan view drawings at an appropriate scale
 - b. Cross sections, elevations and enlarged plan view drawings
 - c. Elevation and perspective character sketches
 - d. Representative photographs from other projects
- 4. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.
- 5. **Coordinate with Manufacturers** for the items designated to be manufactured that can be competitively shopped, forwarding schematic plan, cost information and design criteria to and request the preparation of equipment options, presentation boards and a materials list in accordance with our criteria.
- 6. **[Meetings #3 & #4: Staff]** Review the Schematic Design Documents with you at 50% (alternatives) and 100% completion milestones (preferred strategy). Prepare written summaries of discussions and update the Project Program following each meeting.
- 7. **[Meeting #5: Board]** Present to Schematic Design documents to elected officials for input and approval.

Deliverables: Schematic Design Documents, Construction Cost Opinion, Meeting Summaries, updated Project Program



FINAL DESIGN SERVICES

A. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your approval of the Schematic Design Phase, Hitchcock Design Group will:

1. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Vehicular and pedestrian circulation features
 - b. Common areas including:
 - i. Splash pad or interactive fountain (drain-to-waste)
 - ii. Site furnishings
 - iii. Lighting
 - iv. Signage
 - c. Private areas including:
 - i. Apartment walkways
 - ii. Site furnishings
 - iii. Lighting
 - iv. Signage
 - d. Within overall project limits:
 - i. Landscape improvements
 - ii. Irrigation (performance only)
 - iii. Aesthetic grading
2. Prepare the **Design Development** Documents including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data
 - f. Material samples
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. **[Meetings #6 & #7: Staff]** Review the **Design Development Documents** with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: **Design Development Document, Construction Cost Opinion, Meeting Summaries, updated Project Program**

B. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, Hitchcock Design Group will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements, to be coordinated with and included into the master plan set prepared by Robinson Engineering, including:
 - a. Digital construction drawings
 - i. Notes and legend sheet
 - ii. Spot grading and drainage plans



- iii. Manufacturers Utility plans for Splash Pad mechanicals (drain-to-waste)
 - iv. Layout and materials plans
 - v. Landscape plans
 - vi. Site construction details
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - i. General and Supplementary Conditions
 - ii. Technical specifications
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. **[Meetings #8 & #9: Staff]** Review the Construction Documents with you at 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
5. Perform internal **Quality Management Review** of the Construction Documents.

Deliverables: **Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries, updated Project Program**

C. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

1. **Place Bidding Documents in Online Digital Plan Room** for bidding distribution and Management.
2. **Recommend Reputable Contractors** for your consideration.
3. Help you advertise the bid letting by preparing **Legal Notice** for your use in publicizing the bid.
4. **[Meeting #10: Staff / Prospective Bidders] Conduct a Pre-Bid Meeting** for interested bidders.
5. **Answer Questions and Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
6. **[Meeting #11: Staff / Prospective Bidders] Attend the bid opening** and record the results.
7. **Prepare a Bid Tabulation** spreadsheet.
8. **Perform Reference Checks** for the apparent low bidder's references.
9. **Issue a Bid Results Summary Letter**.

Deliverables: **Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter, Meeting Summaries**



CONSTRUCTION PHASE SERVICES

The goal for this part of the engagement is to help the client get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an **Owner / Contractor Agreement**.
2. **[Construction Meeting #1: Staff / Contractor]** Conduct a **Pre-Construction Meeting** with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities
 - e. Communications
 - f. Payment procedures
3. **Issue Interpretations or Clarifications** of the Contract Documents when requested by: you or the Contractor.
4. Prepare recommendations for construction **Change Orders**, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
5. **Review Submittals and Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
6. **Review Testing Procedures** and data provided by independent testing services.
7. **Visit Nurseries** local to the project site (within a one (1) day period) with the contractor to select certain, specified plant materials including:
 - a. Shade, ornamental and evergreen trees
 - b. Representative shrubs
8. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

Deliverables: **Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Testing Review, Payment Recommendations**

B. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.



Process: During construction, we will:

1. **[Construction Meetings #2 - #13: Staff / Contractor]** Assuming a six (6) month construction period, **participate in Site Meetings** every two (2) week(s) on average (twelve (12) total progress meetings budgeted) with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

Deliverables: **Field Reports**

C. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. **[Construction Meeting #14: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through and **prepare a Punch List** upon substantial completion of the construction of the work documented by us.
2. **Review Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
3. **[Construction Meeting #15: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and **Establish Final Acceptance**.
4. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.

Deliverables: **Punch List, Closeout Submittal Review, Final Payment Recommendation**

GENERAL PROJECT ADMINISTRATION

We will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

2. Schedule, create agendas and summarize the highlights of periodic meetings
1. Rehearse, attend and present at public forums identified
2. Collect and disseminate communications from other parties
3. Periodically inform your representative about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and collaboration between team members

C. Staffing

1. Select and assign staff members to appropriate tasks and services
2. Prepare and administer agreement



D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Maintain appropriate time and expense records

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.