



December 15, 2020

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

RE: Romeoville Athletic and Events Center (RAEC) Phase II and Aquatic Center – Additional Services Request

Dear Dawn,

As you know, the scope and design of the improvements for property adjacent to the RAEC building to the west have gone through many changes over the past year as the project has evolved. At this point it appears that the Village has approved the current site plan to move forward to construction.

The original project included a relatively modest drain-to-waste splash pad, which was included in our contract for Final Design services. The current plan includes a much larger splash pad with a recirculating mechanical system, which will require additional effort and the services of an aquatic facility mechanical engineer to document. We respectfully request the following additional services based on the changes to the project scope.

Scope of Services

Since it was decided to increase the size of the splash pad and pursue a recirculating mechanical system, we have coordinated with the project team and splash pad equipment manufacturer to determine the most appropriate splash pad design to advance. We have asked Water Technology, Inc. (WTI) to get involved since they are under contract for the aquatic facility design and engineering. It makes sense for WTI to complete the splash pad mechanical system design so they can coordinate the equipment for both facilities. WTI's proposal is attached for your reference.

In addition to the services of WTI, we are requesting additional professional services to coordinate with WTI, the consultant team, and to advance the documents as required for bidding and construction. The attached Scope of Services outlines the balance of the services that are required to complete the project now that the proposed improvements have been determined.

Professional Fees

We respectfully request the following Additional Services to perform the work as outlined:

Final Design Additional Services
(Based on current design with recirculating splash pad) \$39,750

Bidding and Construction Services

No Changes.

Reimbursable Expenses

No Changes.



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Authorization and Schedule

If acceptable, please return the executed Professional Services Amendment Number 1. Once authorized, we can begin work immediately and will complete our work following the scheduled project timeframe.

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

Encl: WTI Proposal
 Revised Scope of Services
 Professional Services Amendment Number 1



Professional Services Proposal

Romeoville Aquatic Center – Splash Pad

Romeoville, IL

WTI Project Number: 18235.03
November 17, 2020

Revised December 2, 2020

Client

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Naperville, IL 60540

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Consultant

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Project Understanding

Scope

WTI services involve the design of the outdoor splash pad as developed by Hitchcock Design Group during the conceptual and schematic design phases.

Description

An aquatic plan and program has been developed for this facility. The following proposal is based on these preliminary design criteria;

- An outdoor splash pad of approximately 3800 sf.
- Design of splash pad concrete, slope, finish, filtration and piping.

Project limits are bounded by walks, decks, planters, lawn areas, seat walls and shade structures designed and detailed by Hitchcock Design Group.

Note: The splash pad will require a reservoir tank. If the tank is located adjacent to, and attached to the building, this tank shall be designed by the building structural engineer. If this tank is located beneath the Splash pad, it will be designed by WTI.

Budget

The project budget has not been provided to Water Technology. WTI anticipates the splash pad's budget to be approximately \$1.1 million.

Scope of Services

Program and Schematic Design Review

WTI will review and validate the splash pad's design provided by Hitchcock Design Group and propose revised layouts where needed or applicable taking into consideration: serviceability, accessibility, size (considering project occupancy), efficiency, code requirements and best practice.

Design Development

Based on the Client provided SD Deliverables, WTI will develop the design of the splash pad. For the Design Development (DD) phase, WTI will perform the following tasks:

- Finalize Splash pad Edge Profile(s)
- Define Splash pad Specialty and Mechanical Equipment
- Develop Splash pad Mechanical Equipment Layout
- Develop Aquatic Drawings
 - Splash pad Plans, Sections, and Details
 - Splash pad Structural Design
 - Preliminary Splash pad Piping Plans, and Piping Details
 - Splash pad Mechanical Plans, Schedules, and Details
- Draft Utility Requirements
- Develop Draft Specifications
- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Verify Aquatic Design for Code Compliance
- Develop Preliminary Aquatic Construction Cost Opinion

Construction Documents

Based on the Client approved DD Deliverables, WTI will finalize the designs of the splash pad and systems. Final CD Deliverables will contain information suitable for contractors to provide construction pricing or bidding. Final CD Drawings provided by WTI will contain the Professional Seal of an Architect or Engineer licensed in the State/Province of the project site and will be suitable for review by permitting agencies with jurisdiction over the project. For the Construction Document (CD) phase, WTI will perform the following tasks:

- Finalize Splash pad Equipment and Mechanical Equipment Schedules
- Assemble Final Splash Pad Mechanical Details
- Generate Final Pipe Schedules and Piping Plans
- Finalize Aquatic Drawings
 - Splash pad Plans, Sections, and Details
 - Splash pad Mechanical Plans, Schedules, and Details
 - Splash pad Piping Plans and Piping Details
 - Splash pad Structural Design
 - Splash pad Mechanical Schematics
- Finalize Specifications
- Finalize Utility Requirements
- Finalize Coordination with other Consultants of the Client
- Perform Internal Quality Assurance Procedure
- Address Questions and Comments from Permitting Agencies
- Prepare and submit Swimming Pool review applications for local jurisdiction.

Requirements

The following information, materials, and approvals are required for WTI to effectively and efficiently perform the services described in this proposal. The Client shall provide WTI, at no cost, with the following:

- Project site surveys
- Project record drawings, if applicable
- Project site geotechnical analysis and reports
 - WTI will base design upon standard soils conditions with an assumed bearing capacity of 2,500 pounds per square foot. If soil conditions differ, or include expansive, environmental, high groundwater, organics or other deleterious conditions, additional structural services and fees may be required.
- Project site water analysis and testing
- Preferred title block, sheet sizes, or other drawing format details
- Background drawings and models, including site and building(s), for incorporation of WTI designs
- Written approval of WTI produced Deliverables at the completion of each Phase of work
- Construction contract bid documents and addenda
- Construction contract bid responses and results

Deliverables

Program and Schematic Design Review

- ROM Aquatic Cost Opinion
- Aquatic Schematic Design Review Notes

Design Development

- DD Drawing Set
- Draft Specifications
- Draft Utility Requirements

- Preliminary Aquatic Construction Cost Opinion

Construction Documents

- CD Progress and Coordination Drawing Sets
 - WTI shall provide a 90% review set in advance of final deliverable. Client to provide comments and feedback no later than 30 days prior to final deliverable due date.
- CD Drawing Set
- Specifications – Division 13 11 Swimming Pools

Bidding and Negotiation

- RFI Response(s)
- Addenda Drawings and Documentation, as required.

Construction Administration

- Review Comments of Submittals
- Review Comments of Change Orders
- Review Comments of Aquatic O&M Manual
- Field Reports
- Review Comments of Punch List

Digital Data

WTI will produce digital designs for incorporation into the Client's drawings and models. WTI anticipates producing three-dimensional design models and this shared digital material will consist only of model geometry (BIM level 300). Inclusion of additional data in digital models, such as for projects utilizing Building Information Modeling (BIM) or ongoing model updates for clash detection, record drawings, facility management, etc. may be requested as an Additional Service.

Schedule

WTI's aquatic experts have an intimate understanding of the process and timing needed to achieve the level of coordination required for a successfully developed, high quality aquatic document package. Our fee is based on the following projected phase schedule:

Programming and Schematic Design Review: 1 - 2 weeks

Design Development: 6 – 8 weeks

Construction Documents: 10 – 12 weeks

We understand that abbreviated schedules may sometimes be required, however in our experience, this puts the Owner, Client and WTI at risk. To expedite a project, please be aware that a discussion of those risks is required, in addition to a corresponding fee adjustment.

Services Provided by Others

WTI will assist with coordinating all WTI provided services with other disciplines of the project team. A non-comprehensive outline of scope for coordination and exclusion from the proposed WTI Scope of Services is below. The following services and project scope shall be the responsibility of the Client, or other Consultants of the Client.

Architecture

- Design of building elements
- Design for Accessibility to splash pad areas and decks
- Change facilities, locker rooms, food areas, retail areas, offices and/or other support spaces

- Splash Pad mechanical, chemical and equipment storage rooms
- Method to lift pumps from pool mechanical rooms, if required
- Stair access to springboards, dive Platforms or other elements

Landscape Architecture

- Landscaping and irrigation
- Fences and perimeter barriers
- Seat walls
- Splash pad deck, and pedestrian walks
- Shade structures and pavilions

Civil Engineering

- Parking and vehicular access
- Storm and Sanitary sewers
- Site grading and drainage
- Pool filter backwash disposal piping
- Utility distribution, including gas, electric and water
- Pool underdrain systems, if required
- Earthwork/soil improvement required for splash pad construction.

Structural Engineering

- Building foundations, footings, bearing and spanning systems, including building support of splash pad, splash pad mechanical equipment, and splash pad piping
- Surge tank concrete and reinforcement, access hatch, and ladder if required
- Pump pit(s) concrete and reinforcement, grating, railings, and stairs if required
- Waterproofing Specification. (Waterproofing scope recommended by structural.)
- Filtration and other mechanical equipment pads and slabs
- Splash pad concrete and reinforcement, and joint sealant

Mechanical Engineering

- Splash Pad heater venting and exhaust
- Splash Pad chemical storage room venting and exhaust
- Splash Pad mechanical equipment room HVAC

Electrical Engineering

- Aquatic Electrical Drawings
 - Layout and Specification of all Pool Electrical Equipment including electrical disconnects, variable frequency drives, and/or motor starters for all pool pumps.
 - Power supply distribution schedules and coordination.
- Bonding and grounding plans and details for all pools, adjacent decks, deck equipment, and pool electrical equipment.
- Splash pad mechanical equipment room subpanel(s) and breakers
- Splash pad room/area lighting and outlet power
- Splash pad mechanical equipment room lighting and outlet power

Plumbing

- Splash Pad deck drains, drain locations, and drain piping to waste
- Splash Pad mechanical equipment room floor drains and drain piping to waste
- Splash Pad filter backwash/drain plumbing, sump, and duplex sump pump system
- Splash Pad mechanical equipment room potable water supply including piping to pool auto-fill
- Splash Pad mechanical equipment room emergency eyewash station

Testing and Analysis

- Geotechnical testing and analysis
- Local water testing and analysis

Administrative

- Permits and regulatory fees.
 - WTI will provide pool system information to the Client to complete construction permit applications but is not responsible for submission nor payment of fees.
- Front-end specifications
- LEED® Registration and Application
- Document reproduction and distribution
- Preparation of addenda
- Maintenance of the plan holder list
- Record Drawings (unless accepted as an Additional Service)

Terms and Conditions

Basis of Agreement

This proposal incorporates by reference AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, or AIA Document C401-2017, Standard Form of Agreement Between Architect and Consultant. The general conditions of the contract will be defined in AIA Document A201-2017, General Conditions of the Contract for Construction.

Scope of Services

Services offered are limited to those services described in the proposal. No other services are offered or implied unless specifically addressed in the proposal.

Expiration

The attached proposal is considered valid for a period of ninety (90) days from the date of the proposal or its last revision date, if any. Proposals older than ninety (90) days are expired, unless reissued by WTI with a reissue date.

Payment

All proposals are based upon payment in US dollars. Invoices will be issued monthly and are payable within forty-five (45) days of date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Client. WTI will invoice professional fees monthly, on a percent complete basis, throughout the project term.

Hourly Charges/Additional Services

WTI personnel will be charged at the following rates:

Principal/Director	\$200.00
Project Manager/Engineer	\$150.00
Creative Studio	\$130.00
Project Design	\$115.00
Mechanical Design	\$135.00
Technical Design	\$85.00
Administrative	\$60.00

These rates are valid for a period of twelve (12) months from date of an accepted proposal. These rates are not valid for work involving claims settlement, expert witness or litigation work. Additional services, if requested by Client, will be performed on a stipulated sum or hourly basis, as agreed to in writing by both parties prior to initiating the additional services.

Reimbursable Expenses

Expenses and services not directly provided by WTI will be invoiced at one and 10/100 (1.10) times cost. Reimbursable expenses include travel expenses, printing of drawings and/or specifications and expedited delivery service. International travel is business class air. Domestic airfare will be premium economy (changeable and refundable). These costs are not included in WTI's fee unless specifically noted as included in our proposal. Air fares are based on seven (7) days advanced purchase. Costs associated with customer requested modifications to travel arrangements after purchase by WTI will be an addition to the contract sum.

Additional Project Related Costs

The following costs are not included in our proposal and should be anticipated in the owner's budgeting: geotechnical services and reports, topographic and boundary surveys (site surveys), testing, project related insurance, legal and safety consultant services, permits and fees, and marketing and operations development.

Project Requirements

The following information, records and electronic media will be provided to WTI at no cost:

- AutoCAD files of building, site and other work being prepared by others.
- Copies of geotechnical investigations, surveys and programming information.
- Complete set of plans and specifications of the building and site bid documents.

Standard of Care

Services provided by WTI under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the governing codes and regulations adopted at the time of the execution of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications or reports.

Risk Allocation

Client agrees that to the fullest extent permitted by law, WTI's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of fees for services for this project or twenty-five thousand and no/100 dollars (\$25,000.00), whichever is greater.

Governance

This Agreement shall be governed by the laws of the State of Wisconsin.

Insurance

Notwithstanding any other provisions in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement. During the term of this agreement, WTI agrees to provide evidence of insurance coverage as shown in the example Insurance Certificate attached hereto. In addition, WTI will attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonable available at commercially affordable premiums. For the purposes of this agreement, “reasonably available” and “commercially affordable” shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage. Owner will require that any party hired for the construction of the project, including but not limited to the general contractor, construction manager, and subcontractors will include, in addition to the Owner, Water Technology, Inc. and it’s consultants as additional insured for all policies related to the project. Standard insurance carried by WTI is as follows:

General Liability (Occurrence)	\$1.0 Million USD
General Aggregate (Project)	\$2.0 Million USD
Automobile	\$1.0 Million USD
Umbrella/ Excess (Occurrence)	\$4.0 Million USD
Workers Compensation	Statutory
Professional Liability (Occurrence)	\$2.0 Million USD
Professional Liability (Aggregate)	\$4.0 Million USD

Costs for additional coverage limits, if requested, will be paid for by Client.

Photography

The project architect agrees that any published photos, descriptions or award submittals of the project that include reference to the aquatic work shall include WTI as the aquatic consultant.

Client Services

As part of WTI’s quality assurance program, WTI will contact the Owner regarding services provided by WTI.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and WTI agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and WTI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing all mediation as the primary method for dispute resolution, between the parties to those agreements. No mediation arising out of or relating to this agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement, except by written consent containing a specific reference to this agreement signed by Client, WTI and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity duly consented to by the parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Hazardous Materials

Client represents to WTI that to the best of Client’s knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated.

Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing site/structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees, to fullest extent permitted by law, to indemnify and hold the design professional harmless from any claim, liability or cost (including reasonable attorney’s fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the design professional.

Termination

Either party may terminate the agreement for convenience after seven (7) days written notice of intent to terminate. Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for WTI to close the work and organize files. WTI agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to Client upon receipt of final payment.

Fee for Professional Services

Fee

WTI professional services are offered for a stipulated lump sum and are contingent upon WTI Terms and Conditions.

Fee for Professional Services \$ 22,275.00 USD

Fee Breakdown per Phase

Program and Schematic Design Review	20%
Design Development	35%
Construction Documents.....	45%

Trips

WTI has included a total of up to the following number of trips to facilitate meetings and/or conduct site visits.

Design and Coordination Virtual Meetings6

Reimbursable Expenses

Project related expenses are reimbursable and are not included in the proposed fee. Reimbursable expenses include travel, swimming pool permit fees, express shipping, and printing. Travel costs may vary depending on length of stay and number of WTI professionals required. Adding or combining tasks and meetings to trips will vary the cost of travel. Trip cost may vary because of unanticipated fluctuation in the cost of travel. WTI will make every reasonable effort to travel efficiently. Reimbursable expenses, not including permit fee costs, are anticipated to be approximately \$850.00.

Acknowledgement

This proposal will remain valid for a period of 90 days. Please provide the signature of an authorized representative on the line below indicating acceptance of the proposed scope and fee for professional services.

Water Technology, Inc.

Hitchcock Design Group

Signature

Signature

Name / Title

Name / Title

Date

Date

<Revised 26-Jul-2018>

Additional Services

As an additional service for our Clients, WTI recommends the following supplementary scope of work for consideration. Please indicate acceptance by initialing box next to selected alternate.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | <p>Supplement 1: Bidding and Negotiation..... T & M NTE \$ 1,220.00 USD</p> <p>WTI will assist the Client during bid document preparation and negotiation of the Contract Documents. For the Bidding and Negotiation (BN) phase, WTI will perform the following tasks:</p> <ul style="list-style-type: none">• Respond to aquatic related Request For Information (RFI)• Provide information and clarifications for Client's Addenda• Assist in the interview of the Pool Contractors, if requested by Client |
| <input type="checkbox"/> | <p>Supplement 2: Construction Administration Services T & M NTE \$ 9,400.00</p> <p>WTI includes assistance with resolution of typical Revit model clashes through Navisworks. However, should more focused weekly coordination or onsite meetings be requested, WTI will provide additional mechanical design assistance for this purpose.</p> |
| <input type="checkbox"/> | <p>Alternate 1: Additional Trips \$ 1,450.00 USD</p> <p>If additional trips are requested, WTI will charge \$1,450.00 USD per person per trip plus travel expenses, assuming one WTI professional.</p> |
| <input type="checkbox"/> | <p>Alternate 2: BIM Coordination / Clash Detection Meetings \$ 1,100.00 USD per 1-day meeting</p> <p>WTI includes assistance with resolution of typical Revit model clashes through Navisworks. However, should more focused weekly coordination or onsite meetings be requested, WTI will provide additional mechanical design assistance for this purpose.</p> |
| <input type="checkbox"/> | <p>Alternate 3: Record Drawings \$ 1,975.00 USD</p> <p>WTI will provide a final record set of drawings based on post addenda information supplied by the Contractor(s).</p> |

Bidding and Negotiation

WTI will assist the Client during bid document preparation and negotiation of the Contract Documents. For the Bidding and Negotiation (BN) phase, WTI will perform the following tasks:

- Respond to aquatic related Request For Information (RFI)
- Provide information and clarifications for Client's Addenda
- Assist in the interview of the Pool Contractors, if requested by Client

Construction Administration

WTI will assist the Client during construction of the project. WTI will periodically visit the project site and will endeavor to observe the construction for conformance to the CD Deliverables. For the Construction Administration (CA) phase, WTI will perform the following tasks:

- Review requested Submittals including Shop Drawings and other information
- Review Pool Contractor Change Order requests
- Correspond with Permitting Agencies regarding aquatic questions
- Review Pool Contractor prepared Aquatic Operation and Maintenance Manual (O&M Manual)
- Conduct Site Observations
- Provide Field Reports on Site Observations
- Review Punch List prepared by Pool Contractor



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Romeoville Athletic and Events Center (RAEC) Phase II and Aquatic Center – Additional Services

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Scope of Services

PRELIMINARY PLANNING & DESIGN SERVICES

Preliminary Planning and Design services have been completed. The Final Design services are based on the approved Preliminary Site Plan dated December 10, 2020.

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: Based on the approved Preliminary Site Plan, 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. Aquatic Center area including:
 - i. Parking lot layout, sidewalks, and circulation
 - ii. Site furnishings and flag poles
 - iii. Landscape
 - iv. Monument and wayfinding signage
 - v. Pedestrian and Bollard lighting coordination with Robinson
 - b. Splash Park area including:
 - i. Sidewalks and pedestrian spaces
 - ii. Recirculating splash pad components and environment (2-5 year old zone and 5-12 year old zone)
 - iii. Drinking fountain
 - iv. Shade sails and seating
 - v. Fencing
 - vi. Site furnishings
 - vii. Seat walls
 - viii. Landscape
 - ix. Park and wayfinding signage
 - x. Pedestrian and Bollard lighting coordination with Robinson
2. Prepare the **Design Development** documents including:
 - a. Plan view drawings
 - b. Descriptive supplemental drawings
 - c. Draft construction details
 - d. Draft planting design
 - e. Outline specifications
 - f. Product data
 - g. Material samples
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. Review the Design Development documents with you during weekly online team meetings.
5. Revise and submit final Design Development documents for approval.

Deliverables: **Design Development documents, Construction Cost Opinion**



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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. Coordinate with WTI to finalize utility plans for Splash Pad mechanicals
 - iv. Layout and materials plans
 - v. Landscape plans
 - vi. Irrigation plan (performance only)
 - vii. 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. Review the Construction Documents with you during weekly online team meetings.
5. Perform internal **Quality Management Review** of the Construction Documents.
6. Submit final documents for bidding and construction.

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

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

1. 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



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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.



Professional Service Agreement Amendment Number 1

Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG)**,

Mailing address: PO Box 5126
Naperville, Illinois 60567-5126

Office address: 22 E Chicago Ave Suite 200a
Naperville, Illinois 60540

and the **Village of Romeoville (Client)** are parties to a Professional Services Agreement (Agreement), dated August 1, 2019, for planning and design services for the Romeoville Athletic and Events Center (RAEC) Phase 2, Adjacent Roadways, Common Areas and Apartments Project. Both parties agree that changes to the Description, Team, Compensation and Payment, require that the Agreement be amended on December 8, 2020 as follows:

PART ONE: PROJECT DESCRIPTION

The project has been modified to include an exterior splash pad with a recirculating mechanical system in place of the drain-to-waste system included in the original agreement.

PART TWO: PROJECT TEAM

Water Technology Inc. (WTI) is added to the team to engineer and document the recirculating splash pad system in coordination with the Aquatic Center building.

PART THREE: BASIC SERVICES

The Scope of Services is modified to include additional services during Final Design as necessary to design, engineer, and document the recirculating splash pad components.

PART FOUR: SCHEDULE

No Changes.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG for the Amended Basic Services as follows:

BASIC SERVICES

<u>Phase</u>	<u>Total</u>
Planning, Preliminary Design	\$40,000
Final Design	\$44,900
Total Fixed Fees:	\$84,900

AMENDMENT NUMBER 1

Final Design (Recirculating Slash Pad)	\$39,750
Revised Total Fixed Fees:	\$39,750

BIDDING AND CONSTRUCTION (BASIC SERVICES UNCHANGED)

<u>Phase</u>	<u>Total</u>
Bidding and Negotiation	\$4,000
Construction Administration	\$14,000
Construction Observation	\$14,000
Construction Contract Close-out	\$6,000
Estimated Hourly Fees:	\$38,000



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Reimbursable Expenses

No Changes.

ACCEPTANCE

Unless specifically described in this Amendment, all other terms and conditions of the Agreement remain in effect. Please sign and return this Amendment Number 1. A countersigned agreement will be returned to you. This agreement may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: _____
Village of Romeoville Authorized Representative

Accepted: _____

Timothy C. King, Principal
Hitchcock Design Group