



May 7, 2021

Kelly Rajzer
Village of Romeoville
900 West Romeo Road
Romeoville, Illinois 60446

RE: Diocese Property - Dog Park

Dear Kelly,

Thank you for asking Hitchcock Design Group to submit this proposal for your Diocese Property Dog Park project. We appreciate the opportunity to continue our work with you and the Village of Romeoville!

PROJECT UNDERSTANDING

As we complete the Master Plan phase of the project, we understand you are ready to advance a portion of the Diocese Property Master Plan forward. This phase I will include the entry drive, a portion of parking, and the dog park area. Walkways, shelter, site furniture, fencing, lighting, planting, signs, and access control will be a part of this area. You would like to engage in final design quickly and begin construction yet this year.

SCOPE OF SERVICES

We will do a little remaining data gathering, by obtain pricing for geotechnical investigations and a drain tile survey (if deemed necessary). We recommend setting aside +/- \$10,000 for these services outside of our proposal, but we will bring you quotes for consideration. We will sum up any final revisions from schematic design and move right into design development.

We will then begin the Design Development Phase for the elements identified in the approved Phase I Master Plan, meeting with the project team periodically for input and review of the progress documents, budget, and submittals from various manufacturers' representatives. We will apply our most creative thinkers to this process to add layers of imagination and exploration that perhaps have not yet been considered for this setting.

Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding, and construction. We will represent you during bidding and, following the award of construction contract to a general contractor, we will administer the construction process. Please see the Scope of Services for our step-by-step approach.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Final Design Services:

Final Data Gathering
Design Development Phase,
Construction Documentation Phase,
Permitting Phase,
Bidding and Negotiation Phase:

Fixed Fee: \$47,900



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Construction Phase Services:

Construction Administration,
Construction Observation,
Contract Close-out:

Fixed Fee: \$22,900

Reimbursable expenses (printing, mileage, and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$1,500 for these expenses.

PROJECT TEAM

I will manage our work and call upon other members of our Recreation Studio to participate as needed in order to advance the work in a timely way. We will include Nova Engineering for Electrical Engineering. For this proposal, we have assumed that Civil Engineering and any additional surveying required will be provided outside of this proposal by Robinson Engineering, with whom we will work as seamless partners.

If you find this proposal acceptable, please sign and return at your convenience. We can begin work upon your authorization and anticipate completing our design work within 60-90 days.

Thank you, again, for the opportunity to continue working 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

Eric Hornig
Principal

Please note our mailing address: PO Bo 5126, Naperville, Illinois 60567-5126

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____

Kelly Rajzer, Director of Parks and Recreation

Date

Accepted: _____

Eric Hornig, Principal

Date

Attached: Hitchcock Design Group Standard Terms and Conditions, which is made part of this agreement



Scope of Services

Diocese Property – Dog Park

FINAL DESIGN SERVICES

A. Program and Data Gathering Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder 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, Virtual]** Conduct a **Kick-off and Programming Workshop** with client representatives and the other project team members confirming:
 - a. Project area ownership and access
 - b. Goals and objectives
 - c. Project team structure and responsibilities
 - d. Constituent interests and jurisdictional agencies
 - e. Available data and data gathering needs
 - f. Budgeted costs and potential revenue sources
 - g. Communications and decision making protocol
 - h. Tentative schedule
 - i. Invoicing and payment
2. Secure Pricing for consideration to Provide a **Geotechnical Investigation Report** from qualified geotechnical firms to a depth range of 5' to 30' at the locations of the proposed improvements to define:
 - a. Strength, consolidation and bearing capacities of the existing sub-surface
 - b. Presence of any unsuitable sub-grade materials
3. Secure Pricing to Provide a **Drain Tile Survey** from a qualified surveyor within the project limits.
4. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the boundary and topographic survey provided by others.
5. Perform an **Additional Site Visit** to verify the relative accuracy of the compiled base map information.
6. Update the 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. 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 and/or the Master Plan Phase, the Hitchcock Design Group team 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
 - i. Entry Drive
 - ii. Parking
 - iii. Walkways
 - iv. Plazas
 - b. Site improvements including:
 - i. Fencing & gates
 - ii. Site furniture
 - iii. Signs
 - iv. Shelter
 - v. Drinking fountain
 - c. Landscape improvements
 - d. Grading and drainage
2. **Refine the Preliminary Engineering** recommendations including:
 - a. Electrical
 - i. Power service
 - ii. Lighting
 - iii. Security infrastructure
3. **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
4. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.



5. **[Meetings #2 & #3: Staff, virtual]** 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

C. 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, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans (survey provided by Robinson Engineering)
 - iii. Site preparation plans
 - iv. Grading and drainage plans (provided by Robinson Engineering)
 - v. Storm Water Pollution Prevention plans (SWPPP) (provided by Robinson Engineering)
 - vi. Utility plans (provided by Robinson Engineering)
 - vii. Electrical Plans
 - viii. Layout and materials plans
 - ix. Landscape plans
 - x. 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 #4 & #5: 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

D. Permitting Phase

Objective: The objective is to obtain the required permits.



Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. Prepare and assemble **Permit Documents** including:
 - a. Site Development Permit with Village of Romeoville and their respective engineer
2. **Submit Permit Documents** as required to the respective regulatory agencies.
3. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.
4. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

Deliverables: **Permit Documents, Revisions**

E. 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 #14: 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 #15: 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. 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**

A. 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 - #9: Staff / Contractor]** Assuming a four (4) month construction period, **participate in Site Meetings** every two (2) week(s) (eight (8) 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**

B. 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 #10: 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 #11: 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

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. 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 our consultants

C. Staffing

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. 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.



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are **instruments of HDG’S services that shall remain HDG’S property**. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, HDG will determine in general whether construction is proceeding in a manner consistent with the Documents. HDG is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by similarly situated professionals practicing under similar circumstances. Client agrees that services provided will be rendered without warranty, express or implied. HDG shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement.
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the fees and expenses identified in the Proposal Letter. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due within thirty (30) days of the invoice date.** In the event Client fails to pay HDG within thirty (30) days of invoice date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the duties, obligations and responsibilities of HDG under this Agreement may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. **MISCELLANEOUS**

Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.

Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

HDG Reliance: Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.

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

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.