
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2016-005**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT HITCHCOCK DESIGN GROUP FOR
SERVICES RELATED TO WESTERN AVENUE
BUSINESS DISTRICT STREETScape.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward TOM HAWLEY
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward CANDACE CARR
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2016-005

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
HITCHCOCK DESIGN GROUP FOR SERVICES RELATED TO WESTERN AVENUE
BUSINESS DISTRICT STREETScape**

Whereas, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

Whereas, the City desires to obtain the services of Hitchcock Design Group relating to the Western Avenue Business District Streetscape Phase I funded by certain business district tax revenue;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved, pending City Attorney revisions as shown. Any such terms and conditions may be amended pending City Attorney and City Engineer approval, except that the total amount of the project shall not exceed \$290,000.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

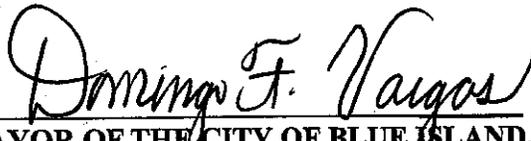
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 23rd day of February, 2016, pursuant to a roll call vote as follows:

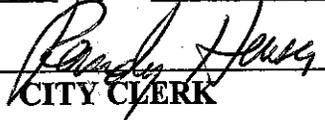
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman			X		
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson			X		
Alderman Johanson			X		
Mayor Vargas					
TOTAL	9		5		

APPROVED by the Mayor on February 23, 2016.


MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

23rd day of February, 2016.


CITY CLERK



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 100 South Wacker Drive, Suite 700; Chicago, Illinois 60606** and **City of Blue Island (Client)**, is entered into on February 23, 2016, 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

Project description includes design and engineering services for the Western Avenue Business District Streetscape Phase I. See attached map.

PART TWO: PROJECT TEAM

City of Blue Island: Jason Berry, Deputy Director of Community Development
Sean Terry, Planning & Community Development Project Manager

Hitchcock Design Group: Rick Hitchcock, Project Leader
Joel Baldin, Project Manager
Craig Farnsworth, Project Designer
Rob Deming, Engineer

Primera Engineers, Ltd: Selbert Perkins

Design Collaborative: John Lutz, Graphic Designer

Orion Engineers: Charlie Frangos, Construction

PART THREE: BASIC SERVICES

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

PART FOUR: SCHEDULE

The attached Preliminary Schedule is made a part of this Agreement and may be updated from time to time as the project advances.

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 as follows:

Pre-Design	Fixed Fee	\$23,400
Schematic Design	Fixed Fee	\$102,700
Design Development	Fixed Fee	\$158,700
Total Professional Fees:		\$284,800

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.

100 S. Wacker Drive, Suite 700
Chicago, Illinois 60606
312.634.2100

hitchcockdesigngroup.com



Reimbursement at cost. Not at 15% premium

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.

Standard Rates

The attached Billing Rates are made a part of this Agreement.

Payment

Invoices

Each month, or at other appropriate intervals, HDG will provide an invoice 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.

Statements

Each month, HDG will issue a statement of Client's account describing the outstanding invoices and balances for each contract, the aggregate outstanding balance, and the aggregate credit limit.

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.

insert "Payments will be made in accordance with the Illinois Local Government Prompt Payment Act"

We recommend against (one-sided) fee shifting provisions. Attorney fees are a cost of doing business.



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.

Maintenance

Client agrees that proper project maintenance is required after the project is complete and that a lack of or improper maintenance may result in damage to property or persons. Client further agrees that HDG is not responsible for the results related to any lack of or improper maintenance.

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 / 25% of our total professional fees], 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.

insert
"performed."

Is this a grant funded project? Is the city prepared to pay from the general funds if grant funding is not received?



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.

insert "Any documents which constitute public records pursuant to the Illinois Freedom of Information Act is exempt from this provision unless an exception to the FOIA is applicable."

Credit

Client agrees to 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.

insert "client-authorized"

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, or \$284,800 (total amount of fee or some other amount), whichever is less. 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.

Cook

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.

No work shall be authorized or performed without the express approval of this Agreement by City Council by proper vote or resolution.



February 23, 2016
City of Blue Island – Western Avenue Business District Streetscape Phase I
Page 6

PART EIGHT: ACCEPTANCE

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

Accepted: Domingo F. Vargas 3-1-16
Domingo F. Vargas, Mayor
City of Blue Island

Accepted: Richard G. Hitchcock
Richard G. Hitchcock, Principal | President
Hitchcock Design Group

119TH STREET

WESTERN AVENUE

BURR OAK AVENUE

VERMONT STREET

BROADWAY STREET

Project Limits

Project Limits -
Schematic Design Only





Scope of Services

Design and Engineering Services Western Avenue Business District Streetscape Phase I

PRELIMINARY DESIGN SERVICES

A. Pre-Design

Objective: Confirm the project goal, objectives, resources, stakeholder interests and best practices that will be the basis for the streetscape improvements.

Process: Specifically, the Consultant Team will:

1. (Mtg #1) Conduct a kick-off meeting with City representatives and the other project team members confirming:
 - a. Geographic limits
 - b. Goals and objectives
 - c. Resources (natural, structural, infrastructural, cultural, capital, maps and data)
 - d. Stakeholders (City, users, neighbors, jurisdictional agencies, special interests)
 - e. Best Practices (criteria, standards, trends, technologies)
 - f. Budget
 - g. Consultant responsibilities
 - h. City responsibilities
 - i. Project Task Force (executive and/or steering committees, as appropriate)
 - j. Public engagement, communication tools and protocol
 - k. Decision making protocol
 - l. Tentative schedule
 - m. Invoicing and payment
 - n. Other administrative considerations
2. Immediately following the kick-off meeting, observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
3. Collect readily available existing data for the project area and the immediate surroundings including:
 - a. Aerial photography
 - b. Boundaries, property ownership and easements
 - c. Topographic surveys
 - d. Geo-technical reports
 - e. Environmental reports
 - f. Pending improvement plans
 - g. Utility atlases
 - h. Power and communication utilities
 - i. Blue Island Comprehensive Plan
 - j. Blue Island Active Transportation Plan
 - k. Western Avenue-Gregory Street Traffic Study
 - l. Blue Island Plan for Economic Development Streetscape Elements
4. For each applicable stakeholder (City, County, regional, State (IDOT), Federal, franchise utility, property owners, and others) identify:



- a. jurisdictional boundaries and interests
 - b. operational and maintenance practices
 - c. capital improvement plans
 - d. approval, permitting and construction procedures
5. Tag and identify the size, type and condition of selected trees and other significant vegetation.
 6. Using the inventoried data and the boundary and topographic surveys prepared by others, prepare **Base Maps** at appropriate scales.
 7. Finalize and submit a concise **Western Avenue Streetscape Improvement Program** that summarizes the research and analyzes its impact on the proposed improvements including:
 - a. Background
 - b. Goal and objectives (quantified operational programming to the extent possible)
 - c. Resources (natural, structural, infrastructural, cultural, financial)
 - d. Stakeholder interests (City, users, neighbors, jurisdictional agencies, special interests)
 - e. Best practices (applicable criteria, standards, trends and technologies)
 - f. Budget (organized by basic construction categories and soft costs)
 - g. Jurisdictional approval and permit process(es)
 - h. Preliminary schedule (design, permit, bid, construction)
 - i. Incorporate, by reference, surveys and report deliverables
 - j. What, if any, additional research, analysis or processes are required to implement the proposed improvements. (services not described in this scope of services may be considered Additional Services.)
 8. (Mtg #2) Review the Site Improvement Program with staff.

Deliverable: **Base Maps** (PDF); **Western Avenue Streetscape Improvement Program** (PDF)

B. Schematic Design (Preliminary Engineering)

Objective: Reach consensus on the type, location, organization, scale, character, potential cost and probable approval process for specific streetscape improvements.

Process: Specifically, following your approval of the Western Avenue Streetscape Improvement Program, the Consultant Team will:

1. Prepare a minimum of 2 **Alternative Concepts**, including appropriate plan views, sections, elevations and other graphic images, to illustrate the schematic organization, scale and character of the proposed systems such as:
 - a. Concrete sidewalk, curbs and special pavement
 - b. Street furnishings
 - c. Parkway landscape
 - d. Crosswalk and ADA ramp improvements
 - e. Lighting
 - f. Signage, gateways, public art and wayfinding
 - g. Green infrastructure
 - h. Complete street elements
 - i. Bicycle parking
2. (Mtg #3) Review our recommendations with the Project Task Force.
3. Refine the concepts. Prepare a preliminary **Construction Cost Opinion** including:
 - a. Temporary measures, insurance, bonds, and other soft costs
 - b. Construction improvement costs following IDOT format



- c. Design, bid and construction contingencies
 - d. Other allowances and administrative costs
 - e. Design and engineering fees
4. Update the preliminary **Schedule** including estimated:
 - a. Design milestones
 - b. Implementation phasing
 - c. Approval and permit processes
 - d. Bidding, review, contract negotiation
 - e. Construction start and completion
 5. (Mtg #4) Review our recommendations with the Project Task Force and select a preferred concept.
 6. Refine the **Preferred Concept** giving increased attention to scale and character. Update the Construction Cost Opinion, Construction Schedule and prepare digital and static **Presentation Exhibits**.
 7. (Mtg #5) Display and present selected recommendations at a public open house. Record attendance and public comments.
 8. Further refine our recommendations, and prepare and submit a concise **Preliminary Design Report** including appropriate graphics, text and data summarizing:
 - a. Site Improvement Program
 - b. Preferred Concept
 - c. Updated Construction Cost Opinion
 - d. Construction Phasing and revenue sources
 - e. Probable IDOT review and permitting process
 - f. Updated Schedule
 9. (Mtg #6) Review the Preliminary Design Report with staff.
 10. Refine and resubmit our recommendations and exhibits, as may be appropriate.
 11. (Mtg #7) Present our recommendations to municipal officials.

Deliverables: **Alternative and Preferred Concepts** (PDF); **Presentation Exhibits** (color illustration boards, PPT and PDF); **Construction Cost Opinion** (PDF); **Schedule** (PDF); **Preliminary Design Report** (PDF)

FINAL DESIGN AND ENGINEERING SERVICES

A. Design Development (Pre-final Engineering)

Objective: Reach consensus with the City on the final design, probable cost and implementation strategy for the proposed improvements. Review design with IDOT and confirm submittal, review and approval processes.

Process: Specifically, based on the approved Preliminary Design Report, the Consultant Team will:

1. Prepare **Design Development Documents** illustrating the final size, horizontal and vertical geometry, structure, materials, finishes, and supporting calculations, as appropriate, for the proposed improvements including:
 - a. Water utilities
 - b. Concrete sidewalks, curbs and other pedestrian surfaces



- c. Service access, loading and other vehicular surfaces
 - d. Updated crosswalks and ADA ramps
 - e. Automatic irrigation system (including pressure loss calculations and electrical, plumbing and control requirements)
 - f. Parkway landscape and tree grates
 - g. Green infrastructure
 - h. Complete street elements
 - i. Benches, trash containers, planters, bicycle parking and other site furnishings
 - j. Signage, gateways, public art and wayfinding
 - k. Power supply, control and distribution (including voltage drop calculations)
 - l. Lighting (including photometrics, power and control requirements)
2. Collect and review **Product Data** and **Material Samples**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
 3. Prepare a summary of quantities and an updated **Construction Cost Opinion**.
 4. Prepare **Permit Documents** including only the applications, drawings and supporting calculations that are required to secure the following construction permits anticipated for the proposed improvements:
 - a. Location map with functional classification
 - b. Existing and proposed typical sections
 - c. IDOT forms (if required)
 - d. Traffic control authorization request
 5. (Mtg #8) Review the Design Development Documents and Permit Documents with staff. (60% review)
 6. Revise the Design Development and Permit Documents, as may be required. Prepare a **Construction Strategy Memorandum** summarizing:
 - a. Construction phasing
 - b. Required permits
 - c. Construction delivery method (General Contractor, Construction Manager)
 - d. City and Consultant roles during construction
 - e. Construction Schedule
 - f. Temporary stakeholder impacts
 - g. Public relations plan
 7. Submit Permit Documents to IDOT for Preliminary Plan Review.
 8. (Mtg #9) Review the Permit Documents with IDOT.

Deliverables: **Design Development** and **Permit Documents** (PDF); **Product Data and Material Samples** (quantities, formats and sizes TBD); **Outline Specifications, Construction Cost Opinion, Schedule** and **Construction Strategy Memorandum** (PDF)



Design and Engineering Services Western Avenue Business District Streetscape Phase 2

FINAL DESIGN AND ENGINEERING SERVICES (OPTIONAL, ADDITIONAL SERVICES)

B. Construction Documents (Final Engineering)

Objective: Produce the final Construction Documents and obtain appropriate local and state construction permits.

Process: Specifically, following approval of the Design Development documents, the Consultant Team will:

1. Finalize and submit the graphic **Construction Drawings** following IDOT standards including:
 - a. Project identification and general information
 - b. Notes, index and standards
 - c. Summary of permits and contractor permit requirements
 - d. Summary of estimated quantities
 - e. Alignment, ties and bench marks
 - f. Typical sections
 - g. Maintenance of traffic
 - h. Erosion and sedimentation control
 - i. Existing conditions and removals
 - j. Grading
 - k. Geometric layout and materials
 - l. Planting
 - m. Irrigation
 - n. Signage, gateways, public art and wayfinding
 - o. Electrical and lighting
 - p. Utilities
 - q. Construction details
2. Prepare and submit the written **Project Specifications** including:
 - a. Introductory information
 - b. Bidding requirements
 - c. Contracting requirements
 - d. General requirements
 - e. Specifications and special provisions
3. Update and submit the **Construction Cost Opinion** and **Schedule**.
4. (Mtg #10) Review the Construction Documents with staff (90% review).
5. Finalize the Construction Documents as required.
6. (Mtg #11) Review the final **Construction Documents** with staff (100% review).
7. Make minor revisions, stamp and resubmit, as may be required.
8. Revise the **Permit Documents** based on preliminary plan review. Prepare a disposition of comments to include with the submittal.
9. Submit the Permit Documents to IDOT for final plan approval and permit release.



Deliverable: **Construction and Permit Documents (PDF); Project Specifications, Construction Cost Opinion and Schedule (PDF)**

C. Bidding and Negotiation

Objective: Help the City select and engage a qualified Contractor to construct the improvements.

Process: Following approval of the Construction Documents, the Consultant Team will:

1. Prepare and submit **Bid Documents** including:
 - a. Advertisement and Invitation to Bid
 - b. Project Manual including Instructions to Bidders, Bid forms and sample Contract
 - c. Construction Drawings
2. Prepare a **Contractor Invitation List** identifying reputable contractors for consideration.
3. Help staff coordinate Construction Document and Bid Document printing, and help staff advertise and coordinate the bid letting.
4. (Mtg #12) Conduct a pre-bid meeting for interested bidders and issue a written **Pre-bid Meeting Summary** to all participants. Post the Pre-bid Meeting Summary to the Project Web Page.
5. Issue written **Bid Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Construction Documents or Bid Documents.
6. Review the bids, tabulate the results and issue a **Bid Tabulation and Award Recommendation**.
7. Prepare and submit the City/Contractor Agreement to staff and the low bidder.
8. (Mtg #13) Meet with staff and the successful bidder to negotiate the final contract.

Deliverable: **Bid Documents, Contractor Invitation List, Pre-bid Meeting Summary, Bid Addenda, Bid Tabulation and Award Recommendation (PDF)**

CONSTRUCTION SERVICES (OPTIONAL, ADDITIONAL SERVICE)

A. Administration

Objective: Until final acceptance of completed work or until 60 days after the Certificate of Substantial Completion is issued, whichever occurs first, help staff interpret and administer the Contract Documents (both the City/Contractor Agreement and the Construction Documents) with the Contractor.

Process: Specifically, following the execution of the City/Contractor Agreement, the Consultant Team will:

1. (Mtg #14) Participate in a pre-construction meeting with staff and the Contractor to review:
 - a. Contractor mobilization and logistics
 - b. Temporary measures
 - c. Contractor schedules
 - d. Contractor submittals
 - e. City, Consultant and Contractor responsibilities
 - f. Communications protocol
 - g. Testing, Submittal, Requests for Information, and Change Order processes



- h. Payment procedures
 - i. Contract Close-out procedures
- 2. Assist the staff to engage an independent testing service to provide required materials testing.
- 3. Following staff approval, issue a **Notice to Proceed** to the Contractor authorizing the commencement of construction.
- 4. (Mtg #15) Visit local nurseries with the Contractor to select certain, specified plant materials.
- 5. (Mtgs # 16-#31) Observe the Work (16 visits), at intervals appropriate to the stage of construction, 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.
- 6. (Mtgs #16-#31) Coincidental with periodic observations, participate in progress meetings at the site with staff and the Contractor to review:
 - a. Progress of the Work
 - b. Contractor schedules
 - c. Contractor submittals, requests and proposals
 - d. Other observations and clarifications
- 7. Review and issue **Submittal Review Memoranda** and maintain a **Submittal Review Log** for shop drawings, product data, material samples and tests which the Contractor is required to submit, but only for the limited purpose of determining their general conformance with the design concept expressed in the Contract Documents. The Consultant is entitled to rely on the adequacy of the information provided by other design professionals engaged by the Contractor or independently engaged by the City to prepare such submittals. Consultant review does not include:
 - a. The accuracy or thoroughness of details such as quantities, dimensions, weights or gauges
 - b. The appropriateness of fabrication or installation processes
 - c. Coordination of the Work, with other trades
 - d. Safety precautions
- 8. Maintain a **Request for Information Log** of Contractor requests for information about the Contract Documents, and with reasonable promptness, prepare **Supplemental Instructions** that interpret, clarify or modify the Contract Documents including supplemental:
 - e. Information
 - f. Drawings
 - g. Specifications
- 9. Review Contractor Change Order requests with reasonable promptness, issue **Requests for Proposal**, and prepare, process, and maintain a **Change Order Log** for City approved **Change Orders** for changes to the Work including minor changes to the Work that do not impact the Contract Time or Contract Sum or other changes that may impact the Contract Time or Contract Sum including:
 - a. City initiated changes to the scope of work
 - b. Additional work required as a result of the discovery of unknown or concealed site conditions at the time the City/Contractor Agreement was executed
 - c. Supplemental Instructions



10. Based on periodic observations of the Work, review the Contractor's periodic Application for Payment and prepare a **Certificate for Payment** indicating that to the best of the Consultant's knowledge and belief the Contractor has completed the Work represented in the application subject to:
 - h. subsequent review of the Work in conformance with the Contract Documents
 - i. the results of subsequent tests and observations
 - j. the correction of minor deviations from the Contract Documents prior to completion

Deliverable: Notice to Proceed, Submittal Review Memoranda, Submittal Review Log, Request for Information Log, Supplemental Instructions, Requests for Proposal, Change Order Log, Change Orders, Certificates for Payment (PDF)

B. Contract Close-out

Objective: Help staff close out the City/Contractor Agreement with the Contractor.

Process: Specifically, after the Contractor notifies the City that the Work is substantially complete, the Consultant Team will:

1. (Mtg #32) Review and process the Contractor's request for acceptance of substantially completed Work including:
 - a. Observation of the Work to determine the date of Substantial Completion
 - b. If acceptable, issuance of a **Certificate of Substantial Completion**
 - c. Review the Contractor's list of remaining Work
 - d. If necessary, preparation of a **Punch List** of deficient or incomplete Work
2. Confirm and submit to staff the balance of the Contract Sum, including amounts retained for final completion and/or correction of any deficient Work.
3. Review and submit to City the required submittals to be 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. Release of surety, if any
 - e. Contractor's final Application for Payment
4. (Mtg #33) Review and process the Contractor's final Application for Payment and acceptance of completed work including:
 - k. Observation of the Work with staff to determine conformance with the Contract Documents and completion of the Punch List
 - l. Issuance of the final **Certificate for Payment**

Deliverables: Certificate of Substantial Completion, Punch List, Certificate for Payment (one each, 8.5 x 11 B&W original, plus PDF file)

C. Post Construction (Optional, Additional Service)

Objective: During the warranty period, help staff secure correction of defects that may become apparent.

Process: Specifically, the Consultant Team will:

1. Approximately 30 days prior to the end of the warranty period:
 - a. Observe the completed Work to determine if the completed work is in general conformance with the Contract Documents.
 - b. Prepare and submit a **Post Construction Memorandum** to staff and the Contractor.



2. If defects in materials or workmanship are observed, consult with staff to determine the most appropriate course of action in order to correct the unacceptable Work.

Deliverables: Post Construction Memorandum (one each, 8.5 x 11 B&W original, plus PDF file)

GENERAL PROJECT ADMINISTRATION

In addition to the services outlined above, CONSULTANT TEAM will administer the performance of its 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

OPTIONAL, ADDITIONAL SERVICES

Services or meetings not specified in this scope of services will be considered Additional Services. If circumstances arise during CONSULTANT TEAM's performance of the outlined services that require additional services, CONSULTANT TEAM will promptly 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.



Project Schedule

Date: February 23, 2016

RE: **Western Avenue Business District Streetscape Phase I**

Task

Kick-off Meeting
Pre-Design
50% Phase I Concepts (Schematic Design)
City Comments
Refine Design Concepts (Schematic Design)
Public Open House Charrette
Refine Vision (Design Development)
Prepare Final Vision (Design Development)
City Council Approval of Vision (Design Development)

Proposed Dates

February 25, 2016
December 2015
April 15, 2016
May 1, 2016
May 15, 2016
June 1, 2016
June 15, 2016
July 1, 2016
July 12, 2016

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312.634.2100

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Standard Billing Rates and Expenses

Effective April 1, 2015

Billing Rates

Senior Principal	\$230
Principal II	\$180
Principal I	\$165
Senior Associate II	\$150
Senior Associate I	\$125
Associate II	\$110
Associate I	\$100
Junior Associate II	\$90
Junior Associate I	\$80

Expenses

In addition to our standard hourly rates, we invoice authorized sub-consultant fees, travel and reproduction expenses, at 115% of our cost. We will invoice mileage in personal or company-owned cars at 115% of the current IRS reimbursement rate.