



Professional Service Agreement

This agreement (Agreement) is between:

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

Payment Remittance Mailing address:

**PO Box 8290
Carol Stream, Illinois 60197-8290**

Office address:

22 E Chicago Avenue, Suite 200a
Naperville, Illinois 60540

and the **City of Aurora, Illinois, an Illinois home rule municipal corporation, (Client)**, 44 East Downer Place, Aurora, IL 60505, is entered into on August 24, 2023, and includes eight parts: Project Description, Project Team, Basic Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions, and Acceptance.

PART ONE: PROJECT DESCRIPTION

Preliminary Design Services for the **Millenium Plaza Renovation (Project)**, including Pre-Design and Schematic Design Services as described in the attached Proposal dated August 24, 2023.

PART TWO: PROJECT TEAM

City of Aurora Project Representative: Jason Bauer, Assistant City Engineer
Hitchcock Design Group (Planning, Landscape Architecture) Representative: Tim King
WBK Engineering (Engineering Sub-Consultant) Representative: Scott Randall

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:

Preliminary Design Services

Pre-Design	\$18,000
Schematic Design	\$37,000
Public Engagement	\$15,000

Total Fixed Fee: \$70,000

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, HDG will notify Client about the nature, extent and probable additional cost of the additional services, and perform only such additional services following Client's written authorization.



Client agrees to compensate HDG for Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

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 following hourly Billing Rates are made a part of this Agreement:

Senior Principal:	\$250
Principal:	\$225
Senior Associate:	\$175
Associate:	\$140
Junior Associate:	\$120

Payment

Invoices

Each month, by the 5th day of the month, HDG will provide an invoice to you that describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Progress Payments

The vendor shall provide an invoice to the City for services rendered and the City shall approve and thereafter pay any undisputed portions thereof in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. Approved, but unpaid invoiced amounts shall accrue interest in the manner and to the extent authorized by the Act.

Client agrees to pay HDG via ACH digital check. HDG will send instructions to Client with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments to HDG's remittance address below.

Hitchcock Design Group

PO Box 8290

Carol Stream, Illinois 60197-8290

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 protocol, 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 reasonable access to the property for observation.

Specialized Consultation

Upon consultation and agreement between Client and HDG, 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

Parties mutually agree to promptly notify the other Party, in writing, of any known condition, event or circumstance that may affect the performance of service(s).

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 with the degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and location such services are rendered. Client agrees that services provided will be rendered without warranty, express or implied.



Suspension of Services

If Client has not paid HDG's invoice within **60-days** of the due 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 either be suspended or terminated. HDG shall have no liability because of such suspension or termination 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.

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, which were incurred prior to the written notice.

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. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant, or take any responsibility for the proper operation, compatibility or use of any third-party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

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

Risk Allocation and Indemnity

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors and omissions of HDG and its sub consultants in the performance of their professional services under this agreement.

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.

Limitation of Liability

In recognition of the relative risks and benefits of this agreement to both the Client and HDG, risk has been allocated such that the Client agrees to limit HDG's liability to the Client for claims, losses, costs, and damages, so that HDG's total aggregate liability to the Client shall not exceed three (3) times of the amount of compensation actually paid to HDG for services rendered under this agreement. Excluding recklessness or intentional or willful misconduct, it is intended that this limitation apply to



all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including breach of contract, negligence, strict liability or other torts, under statute or common law, or under any other theory of recovery.

Insurance

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance will be provided listing Client as additionally insured on General and Automobile Liability policies.

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.

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.

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.

Applicable Law and Venue

The substantive and procedural laws of the State of Illinois shall apply to the interpretation of this contract notwithstanding their choice of law principles. The exclusive forum for any litigation arising out of this contact shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois



Authorization

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 written agreement signed by both HDG and Client.

As a public body, the City's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent HDG may be performing a governmental function on behalf of the City, records in HDG's possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, HDG agrees to cooperate with the City in the event a FOIA request for such records is received and agrees to provide the City with the requested records within two (2) business days.

PART EIGHT: ACCEPTANCE

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

Accepted: _____
City of Aurora Authorized Representative

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



August 24, 2023

Jason Bauer, Assistant City Engineer
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

RE: Preliminary Design Services for Millenium Plaza Renovation

Dear Jason,

Thank you for asking Hitchcock Design Group to submit this proposal to provide Preliminary Design services for the Millenium Plaza Renovation project. We appreciate the opportunity to contribute to the success of this important downtown initiative and advance our relationship with you and your colleagues at the City of Aurora.

PROJECT UNDERSTANDING

We understand that the downtown is experiencing tremendous infill development and more people are living, working, playing, and dining in the downtown. City leaders and community stakeholders now want to reimagine what Millenium Plaza could become as a quality public open space.

At this time, the City would like to complete Preliminary Design services to evaluate the existing conditions and engage the project stakeholders to explore ideas for the best use of the space. The result will be a consensus Schematic Design plan and project budget to guide the advancement and implementation of the improvements.

SCOPE OF SERVICES

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

We propose to complete Preliminary Design services that begin with interviewing project stakeholders, analyzing the existing conditions, and determining a program for potential improvements. We will then develop alternative concepts, preliminary budget costs, and reach consensus on a preferred concept to advance. We will review the recommendations with City staff, key stakeholders, and present the recommendations to City elected officials for approval.

Following completion of the Preliminary Design phase, we can provide Final Design and Construction Services as additional services, to be negotiated based on the scope, scale and complexity of the approved Schematic Design.

PROFESSIONAL FEES

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

<u>Preliminary Design Services</u>		
Pre-Design	\$18,000	Fixed fee
Schematic Design	\$37,000	Fixed fee
Public Engagement	\$15,000	Fixed fee
Total Professional Services:	\$70,000	Fixed fee

Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$1,500.



Page 2

PROJECT TEAM

We will dedicate substantial talent and supporting resources to your project. I will be our Principal-in-Charge and Mike Wood will be our Project Manager and Lead Designer. We will be supported by other members of our Naperville Studio to advance the design, graphics, and technical details in a timely manner.

WBK Engineering joins our team to provide civil engineering services. Scott Randall will represent WBK and will engage other members of their team as needed.

AUTHORIZATION AND SCHEDULE

We can begin this work within 2 weeks of your authorization and anticipate completing the Preliminary Design services in the early fall of 2023. Once budgets are approved, we understand that the City would like to move forward with Final Design services in winter 2023/2024 for bidding and construction in the 2024 construction season.

Thank you again for the opportunity to work with the City of Aurora. 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: Professional Services Agreement
Scope of Services
Preliminary Schedule



Scope of Services

PRELIMINARY DESIGN SERVICES

A. Pre-Design

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

Process: Specifically, the HDG team will:

1. Conduct a kick-off meeting with City representatives and the other project team members confirming:
 - a. Geographic limits
 - b. Goals and objectives
 - c. Stakeholders
 - d. Public engagement
 - e. Existing conditions
 - f. Best practices
 - g. Budget
 - h. Consultant responsibilities
 - i. Owner responsibilities
 - j. Decision making protocol
 - k. Schedule
 - l. Invoicing and payment
 - m. Other administrative considerations
2. Immediately following the kick-off meeting, observe and photograph the project area and immediate surroundings 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. GIS information
 - c. Boundaries, property ownership and easements
 - d. Topographic survey (to be provided by WBK under a separate agreement)
 - e. Geo-technical reports
 - f. Floodplain mapping studies
 - g. Previous design reports/history of existing elements
 - h. Pending improvement plans
 - i. Utility atlases
 - j. Power and communication utilities
4. For each applicable jurisdictional agency (city, county, regional, state, federal, franchise utility) identify:
 - a. Jurisdictional boundaries and interest
 - b. Operational and maintenance practices
 - c. Capital improvement plans
 - d. Zoning code, design and development requirements
 - e. Approval, permitting and construction procedures
5. Using the inventoried data, prepare **Base Maps** at appropriate scales.
6. **Interview Project Stakeholders** during a series of confidential back-to-back meetings, to identify attitudes and opinions about the project site, including:
 - a. Aurora Downtown
 - b. The Fox Walk Overlay District Design Review Committee
 - c. Local businesses
 - d. General Public
7. Prepare for and conduct a **Community Input Meeting**, including:
 - a. Prepare PowerPoint and / or mounted board exhibits



- b. Prepare focus group question banner and brainstorming wall exhibit
 - c. Assemble tools (sign-in, notecards, stickers, pens) for meeting operation
 - d. Prepare summary of tabulated data
8. Prepare and submit a concise **Site Analysis and Program** that summarizes the research and analyzes its impact on the proposed improvements including:
 - a. Background
 - b. Goal and objectives
 - c. Existing conditions
 - d. Stakeholder interests (Owner, 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. Zoning code, design and development standards
 - h. Jurisdictional approval and permit process(es)
 - i. Preliminary schedule (design, permit, bid, construction)
 - j. Incorporate, by reference, surveys and report deliverables
 - k. 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.)
9. Review the Site Improvement Program with City representatives.

Deliverables: **Base Maps; Summary of Stakeholder and Community Input; Site Analysis and Program**

B. Schematic Design

Objective: Reach consensus on the type, location, organization, scale, character, and potential cost of specific improvements.

Process: Specifically, following your approval of the Site Improvement Program, the HDG team will:

1. Prepare **Alternative Concepts**, including appropriate plan views, sections, elevations, sketches, and comparable project images, to illustrate the schematic organization, scale and character of the proposed systems including:
 - a. Earthwork, drainage and stormwater management
 - b. Pedestrian spaces and circulation
 - c. Site furnishings
 - d. Natural and ornamental landscapes
 - e. Signage and wayfinding
 - f. Lighting
 - g. Other specialty items (fountains, sculpture, gateways, architectural features)
2. Prepare **Preliminary Budget Costs** for each Alternative Concept based on prototypical construction systems costs.
3. Review the Alternative Concepts and costs with City representatives.
4. Refine the concepts and preliminary budget costs based on input received. Prepare and submit open house **Presentation Materials**, exhibits and handouts. Conduct a **Public Open House** to present the Alternative Concepts and solicit input from stakeholders and the general public. Record attendance and public comments.
5. Review the results of the Public Open House with City representatives and select a preferred concept, or combination of concepts to advance.
6. Prepare a **Preferred Concept** giving increased attention to scale and character. Update presentation materials, exhibits and handouts.
7. Prepare digital **Graphic Illustrations** as necessary to communicate the design recommendations.
8. Prepare a preliminary **Construction Cost Opinion** for the Preferred Concept including:
 - a. Temporary measures, insurance, bonds, and other soft costs



- b. Construction improvement costs following CSI format
 - c. Design, bid and construction contingencies
 - d. Other allowances and administrative costs
 - e. Design and engineering fees
9. Prepare a preliminary **Construction Schedule** including estimated:
 - a. Design milestones
 - b. Implementation phasing
 - c. Approval and permit processes
 - d. Bidding, review, contract negotiation
 - e. Construction start and completion
10. Review our recommendations with City representatives.
11. Finalize our recommendations, and prepare and submit a concise **Schematic Design Report** including appropriate graphics, text and data summarizing:
 - a. Site Improvement Program
 - b. Preferred Concept
 - c. Construction Cost Opinion
 - d. Construction Phasing
 - e. Implementation Schedule
12. Review the Schematic Design Report with City representatives.
13. Refine and resubmit our recommendations and exhibits, as may be appropriate.
14. Present our recommendations to decision makers, including:
 - a. Mayor's Office
 - b. Aurora Downtown (presentation to Aurora Downtown Board)
 - c. FoxWalk Overlay District Design Review Committee (presentation to Committee)

Deliverables: Alternative and Preferred Concepts; Presentation Materials; Graphic Illustrations; Construction Cost Opinion; Construction Schedule; Schematic Design Report

FINAL DESIGN SERVICES

We can provide final design services under a separate agreement to be negotiated based on the scope, scale, and complexity of the approved schematic design.

GENERAL PROJECT ADMINISTRATION

In addition to the services outlined above, HDG 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.



Preliminary Schedule

Anticipated Authorization to Proceed

September 2023

PRELIMINARY DESIGN SERVICES

- A. Pre-Design
- B. Schematic Design

September 2023
October – December 2023

FINAL DESIGN SERVICES

- A. Design Development
- B. Construction Documents
- C. Bidding and Negotiation

January 2024
February 2024
February - March 2024

CONSTRUCTION SERVICES

- A. Construction Administration
- B. Contract Close-out
- C. Post Construction Review

March – September 2024
October – November 2024
spring 2025

Under normal circumstances, the Hitchcock Design Group team prefers to advance the proposed Scope of Services in a continuous and timely manner in general conformance with this preliminary schedule. However, because of many factors that we cannot control, such as illness, third party actions and political considerations, it is impossible for us to guarantee completion of these services by a specific date. We will update this schedule, from time to time, as the project advances to reflect the most recent information.