



November 26, 2024

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

RE: Final Design Services for Millenium Plaza Renovation

Dear Jason,

Thank you for asking Hitchcock Design Group to submit this proposal to provide Final 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

Now that preliminary design is complete, we understand that the City would like to advance final design and permitting in 2025 and construct the improvements in 2026.

The new Millennium Plaza design will include the components as outlined in the Preliminary Design summary document completed in June 2024.

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.

During Design Development, we will refine the approved preliminary design, including selection of products and materials, preparation of outline specifications, and updating the construction cost opinion. Then during the Construction Documentation, we will finalize the design and engineering and prepare and submit the necessary permit documents. Once permits are secured, we will finalize the documents and issue to the City for bidding. Our understanding is that the City will then release the project for bidding and manage the bidding process.

Once a construction contract is awarded, we can provide Construction Administration services as outlined in the attached Scope of Services, to be invoiced at our standard hourly rates.

PROFESSIONAL FEES

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

<u>Final Design Services</u>		
Design Development (Pre-Final Design and Engineering)	\$82,500	Fixed fee
Construction Documents (Final Design and Engineering)	\$135,800	Fixed fee
Total Professional Services:	\$218,300	Fixed fee
 <u>Construction Phase Services (to be finalized following completion of Final Design)</u>		
Construction Administration	\$85,000	Hourly Estimate

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



PROJECT TEAM

I will continue to 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, documentation, and technical details in a timely manner.

WBK Engineering will continue to be part of our team to provide civil, and structural engineering, along with assisting with regulatory permitting. Scott Randall will represent WBK and will engage other members of their team as needed.

We have added Nova Engineering to the team to provide electrical engineering services. Randy Brauer will represent Nova and has worked with HDG on numerous comparable projects.

AUTHORIZATION AND SCHEDULE

We can begin this work within 2 weeks of your authorization and anticipate completing the Final Design services by the second quarter of 2025, permitting in the last half of 2025, and bidding and construction in 2026.

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: Scope of Services
 Professional Services Agreement
 Preliminary Schedule



Scope of Services

FINAL DESIGN AND ENGINEERING SERVICES

A. Design Development (Pre-Final Design and Engineering)

Objective: Reach consensus with the City on the final design, probable cost, and implementation strategy for the proposed plaza improvements. Coordinate with the appropriate jurisdictional agencies to facilitate required construction permits.

Process: Specifically, based on the approved Preliminary Design recommendations, HDG will:

1. Prepare **Design Development Documents** illustrating the final size, horizontal and vertical geometry, structure, materials, and finishes, for the proposed improvements including:
 - a. Sidewalks and pedestrian hardscape areas
 - b. Adjacent street modifications
 - c. Stairs, seat walls, retaining walls, and planters
 - d. Riverfront wall improvements (aesthetic upgrades only)
 - e. Cantilevered boardwalk
 - f. Handrails, railings, and fencing
 - g. Trees, plantings, and event lawn
 - h. Overhead shade structures
 - i. Performance pavilion
 - j. Site furnishings
 - k. Dog park amenities
 - l. Gateways and signage
 - m. Pedestrian lighting, catenary lighting, bollard lighting, accent lighting, auxiliary power
 - n. Irrigation
 - o. Storm drainage
2. Evaluate existing utilities including water service for irrigation and storm sewer and sanitary sewer in relation to requirements for proposed improvements.
3. Evaluate existing electrical service in relation to requirements for proposed lighting and auxiliary power.
4. Collect and review **Product Data** and **Material Samples**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
5. Prepare a summary of quantities and updated **Construction Cost Opinion**.
6. Prepare a **Construction Strategy Memorandum** summarizing:
 - a. Construction phasing
 - b. Required permits
 - c. City, HDG, and project team roles during construction
 - d. Construction schedule
 - e. Temporary stakeholder impacts
7. (Mtg #1) Review the Design Development Document work-in-progress with City representatives and other project team members (60% review).
8. Submit **Pre-Final Documents** for permit review and coordination.

Deliverables: **Design Development Documents; Product Data and Material Samples; Outline Specifications; Construction Cost Opinion; Construction Strategy Memorandum; Pre-Final Submittal Documents**



B. Construction Documents (Final Design and Engineering)

Objective: Produce the final Construction Drawings and Project Specifications that will be used to secure required permits, bid, and construct the improvements.

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

1. Prepare and submit the **Construction Drawings** including:
 - a. Cover sheet, project identification, and general information
 - b. Notes, index, and standards
 - c. Summary of permits and contractor permit requirements
 - d. Mobilization, staging, maintenance of traffic, and other general conditions
 - e. Erosion and sedimentation control
 - f. Existing conditions, alignment, ties, and benchmarks
 - g. Site preparation and removals
 - h. Grading
 - i. Storm drainage modifications
 - j. Sanitary sewer modifications (if required)
 - k. Water service modifications
 - l. Geometric layout and materials
 - m. Site component construction details
 - n. Signage and wayfinding
 - o. Planting
 - p. Irrigation
 - q. Electrical service modifications, lighting, and auxiliary power
 - r. Shade structures and performance pavilion
2. Prepare and submit the **Project Specifications** including:
 - a. Introductory information (provided by City)
 - b. Bidding requirements (provided by City)
 - c. Contracting requirements (provided by City)
 - d. General requirements
 - e. Technical specifications
3. Update and submit the **Construction Cost Opinion and Schedule**.
4. (Mtg #2) Review the Construction Documents with City representatives and other project team members (90% review).
5. Refine the information, prepare and submit **Permit Application Documents** including:
 - a. COA Building and Stormwater
 - b. IDNR-OWR Floodway Construction
 - c. USACE 404 Permit
 - d. KDSWCD Permit
6. Finalize the documents based on input received, stamp, resubmit permit documents as required, and submit **Issue for Bid Documents** (100% submittal).

Deliverables: **Construction Drawings; Specifications; Construction Cost Opinion and Schedule; Permit Application Documents; Issued for Bid Documents**



CONSTRUCTION PHASE SERVICES

Provided for reference only – Contractual Agreement will be finalized following completion of Final Design and Engineering Services.

A. Construction Administration

We will provide services during construction, including the following:

Objective: Until final acceptance of completed work, or until 60 days after Substantial Completion, whichever occurs first, help interpret and administer the Contract Documents.

Process: Specifically, HDG will:

1. Submit **Issued for Construction** Documents incorporating all revisions, Addenda, and clarifications issued during bidding.
2. Participate in a **Pre-Construction Meeting** with the City, project team, and contractor.
3. Review and issue **Submittal Reviews** for shop drawings, product data, material samples and tests which the Contractor is required to submit.
4. **Observe the Work**, at intervals appropriate to the stage of construction (10 visits included in fee estimate), 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. Participate in **Progress Meetings** with the Village, project team, and contractor. Issue **Field Reports** documenting the observations during construction.
5. Respond to **Requests for Information** and prepare **Supplemental Instructions** that interpret, clarify, or modify the Contract Documents including supplemental information, drawings, and specifications.
6. Based on periodic observations of the Work, review the Contractor's periodic Application for Payment and prepare a **Payment Recommendations** indicating that to the best of HDG's knowledge and belief the Contractor has completed the Work represented in the application subject to:
 - a. subsequent review of the Work in conformance with the Contract Documents
 - b. the results of subsequent tests and observations
 - c. the correction of minor deviations from the Contract Documents prior to completion
7. 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:
 - d. City initiated changes to the scope of work
 - e. Additional work required as a result of the discovery of unknown or concealed site conditions at the time the Owner/Contractor Agreement was executed
 - f. Supplemental Instructions
8. Review the Contractor's request for **Substantial Completion** including:
 - a. Observation of the Work to determine the date of Substantial Completion (1 mtg)
 - b. Review the Contractor's list of remaining Work
 - c. Preparation of a **Punch List** of deficient or incomplete Work
9. Review the Contractor's request for **Final Acceptance** including:



- a. Observation of the Work to determine conformance with the Contract Documents and completion of the Punch List (1 mtg)
 - b. Issuance of a **Final Acceptance** recommendation of completed work
10. Review and submit to the City the required **Close-out Submittals** to be provided by the Contractor, including:
- a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Final labor and material lien waivers, release of surety, and other close-out documents

Deliverables: Submittal Reviews; Field Reports; Supplemental Instructions; Payment recommendations; Change Order recommendations; Substantial Completion Review; Punch List; Final Acceptance recommendation; Close-out Submittals

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. Participate in by-weekly online review check-in meetings.
2. Schedule, create agendas and summarize the highlights of periodic meetings.
3. Rehearse, attend, and present at public forums identified.
4. Collect and disseminate communications from other parties.
5. 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.

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 HDG's performance of the outlined services that require additional services, HDG 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.

Additional permit applications, if required, that are not indicated in the Scope of Services will be considered Additional Services. Permit Application Review Fees are not included and will be the responsibility of the City.



Preliminary Schedule

Anticipated Authorization to Proceed January 2025

PRELIMINARY DESIGN SERVICES *Completed*

FINAL DESIGN SERVICES

A. Design Development	January – April 2025
B. Construction Documents	May – July 2025
C. Permitting	August – November 2025
D. Bidding and Negotiation	January 2026

CONSTRUCTION SERVICES

A. Construction Administration	March – September 2026
B. Contract Close-out	October – November 2026
C. Post Construction Review	spring 2027

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.



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 **DATE**, and includes eight parts: Project Description, Project Team, Basic Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions, and Acceptance.

PART ONE: PROJECT DESCRIPTION

Final Design Services for the **Millenium Plaza Renovation (Project)**, including Design Development and Construction Documents as described in the attached Proposal dated November 26, 2024.

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 (Civil, Structural Engineering Sub-Consultant) Representative: Scott Randall
Nova Engineering (Electrical Engineering Sub-Consultant) Representative: Randy Brauer

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:

Final Design Services

Design Development (Pre-Final Design and Engineering)	\$82,500	Fixed fee
Construction Documents (Final Design and Engineering)	\$135,800	Fixed fee
Total Professional Services:	\$218,300	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 \$2,500.



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:	\$260
Principal:	\$230
Senior Associate:	\$190
Associate:	\$150
Junior Associate:	\$130

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