

RESOLUTION 16-18

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HITCHCOCK DESIGN GROUP IN CONNECTION WITH THE PROPOSED SCHEMATIC AND FINAL PHASE FOR THE DOWNTOWN SECOND STREET AREA (AMENDMENT 2)

WHEREAS the Village of Manteno, a Municipal Corporation, desires to see the improvement of the downtown Second Street area; and

WHEREAS the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide preliminary design services for the proposed development of the downtown Second Street area; and

WHEREAS it is necessary to contract with a professional company with certified personnel skilled in providing schematic and final design services for the proposed development of the downtown Second Street area; and

WHEREAS Hitchcock Design Group, Naperville, IL, is a company with professional and certified personnel skilled in providing schematic and final design services for the proposed development of the downtown Second Street area.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

SECTION 1: That an agreement for Professional Services with Hitchcock Design Group, Naperville, IL, in connection with providing schematic and final design services for the proposed development of the downtown Second Street area and the same is hereby approved.

SECTION 2: That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 7th day of November, 2016 and approved by me as Village President on the same day.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce				✓
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett				✓
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE	4			



Timothy O. Nugent, Village President

ATTEST:



Alisa Blanchette, Village Clerk



Professional Service Agreement Amendment Number 2

Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 225 West Jefferson Avenue; Naperville, Illinois 60540** and **Village of Manteno, Illinois (Client)** are parties to a Professional Services Agreement (Agreement), dated August 21, 2015, for planning and design services for the Second Street Properties. Both parties agree that changes to the Basic Services, Schedule and Compensation and Payment require that the Agreement be amended on November 3, 2016 as follows:

PART ONE: PROJECT DESCRIPTION

No change.

PART TWO: PROJECT TEAM

Hitchcock Design Group and Tyson Engineering will coordinate the required design and engineering services, although both Hitchcock Design Group and Tyson Engineering will contract separately with the Village of Manteno for professional services.

PART THREE: BASIC SERVICES

The attached Scope of Services is made a part of this Amendment Number 2.

PART FOUR: SCHEDULE

The attached Schedule is made a part of this Amendment Number 2.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

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

Original Agreement (Pre-Design)	Fixed Fee	\$10,900
Amendment 1 (Schematic Design)	Fixed Fee	\$21,930
<u>Amendment 2 (Final Design)</u>	<u>Fixed Fee</u>	<u>\$31,150</u>
Amended Total Fees:		\$63,980

(Construction Services) Hourly Not to Exceed \$7,860

Reimbursable Expenses

No change.

Standard Rates

See attached Billing Rates.

Payment

No change.

PART SIX: CLIENT RESPONSIBILITIES

No change.

PART SEVEN: ADDITIONAL CONDITIONS

No change.

225 W. Jefferson Avenue
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com



ACCEPTANCE

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

Accepted: 
Bernie Thompson, Acting Village Manager, Village of Manteno, Illinois

Accepted: 
Richard G. Hitchcock, President
Hitchcock Design Group



Scope of Services

FINAL DESIGN AND ENGINEERING SERVICES

A. Design Development (Pre-final Engineering)

Objective: Reach consensus with the Owner on the final design, probable cost and implementation strategy for the proposed improvements. Obtain construction permits from the appropriate jurisdictional agencies.

Process: Specifically, based on the approved Schematic Design Report, HDG will:

1. Prepare **Initial Design Development Plan**, based on the preferred concept plan and council budget discussions, illustrating the final size, horizontal and vertical geometry, structure, materials, finishes, for the proposed improvements.
2. Update **Preliminary Budget Costs**.
3. (Mtg #1) Review the Design Development Plan and Budget Costs with staff.
4. Prepare **Design Development Documents** illustrating the final size, horizontal and vertical geometry, structure, materials, finishes, for the proposed improvements, potentially including:
 - a. Walks and other pedestrian surfaces along Second Street and the Alley
 - b. Service access, loading and other vehicular surfaces along Second Street and the Alley
 - c. Trash Enclosure at the Alley
 - d. Native and ornamental herbaceous and woody plant materials
 - e. Benches, public trash and recycling containers, planters, bike racks and other site furnishings along Second Street
 - f. Wayfinding and sign graphics along Second Street and the AlleyThe following potential proposed improvements will be coordinated and prepared, including supporting calculations as appropriate, by Tyson Engineering:
 - a. Grading, drainage and storm water management (including hydraulic calculations)
 - b. Water and wastewater utilities
 - c. Conduits for future fountain or water feature (including mechanical, electrical and plumbing requirements)
 - d. Power supply, control and distribution (including voltage drop calculations)
 - e. Audio system
 - f. Surveillance system
 - g. Lighting (including photometrics, power and control requirements)
5. Collect and review **Product Data** and **Material Samples**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
6. Prepare a summary of quantities and updated **Construction Cost Opinion**.
7. (Mtg #2) Review the Design Development Document work-in-progress with staff.
8. Revise the Design Development Documents and previously prepare Presentation Exhibits, 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. Owner, Robinson and HDG roles during construction



- e. Construction Schedule
 - f. Temporary stakeholder impacts
 - g. Public relations plan
9. 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. IDOT
 - b. Village of Manteno
 10. (Teleconf #1) Review the revised Design Development Documents and Permit Documents with staff.
 11. Send Permit Documents to TE for submittal to the appropriate jurisdictional agencies.
 12. Make minor revisions to the Permit Documents, as may be required, to facilitate jurisdictional approvals and permit(s).

Deliverables: Design Development Documents (size TBD paper copies, plus PDF file); Product Data and Material Samples (quantities, formats and sizes TBD); Outline Specifications (one, 8.5 x 11, paper copy, plus PDF file); **Construction Cost Opinion** (8.5x11, B&W paper copies, plus PDF file); **Schedule** (8.5x11, color paper copies, plus PDF file); **Construction Strategy Memorandum** (one, 8.5 x11, B&W paper copy, plus PDF file); **Permit Documents** (size TBD, paper copies, plus PDF files)

B. Construction Documents (Final Engineering)

Objective: Produce the final Construction Drawing and Project Specifications that will be used by others to construct the specified improvements.

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

1. Finalize and submit the graphic **Construction Drawings** including:
 - a. Project identification and general information
 - b. Notes, index and standards
 - c. Summary of estimated quantities
 - d. Alignment, ties and bench marks
 - e. Typical sections
 - f. Existing conditions and removals
 - g. Geometric layout and materials
 - h. Planting
 - i. Signage and wayfinding
 - j. Construction detailsCoordinate with TE graphic **Construction Drawings** they are to finalize and submit including:
 - a. Summary of permits and contractor permit requirements
 - b. Summary of estimated quantities
 - c. Alignment, ties and bench marks
 - d. Maintenance of traffic
 - e. Erosion and sedimentation control
 - f. Grading
 - g. Fountain mechanical and plumbing
 - h. Electrical and lighting
 - i. Utilities
2. Prepare and submit the written **Project Specifications** including:
 - a. Introductory information



- b. Bidding requirements
 - c. Contracting requirements
 - d. General requirements
 - e. Technical specifications
3. Update and submit the **Construction Cost Opinion** and **Schedule**.
 4. (Mtg #3) Review the Construction Documents with staff.
 5. Finalize the Construction Documents, stamp and resubmit, as may be required.

Deliverable: **Construction Drawings** (one, 24 x 36, paper copy, plus PDF file); **Project Specifications, Construction Cost Opinion** and **Schedule** (one each, 8.5 x 11, paper copy, plus PDF file)

C. Bidding and Negotiation

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

Process: Following approval of the Construction Documents, HDG will:

1. Prepare and send to TE **Bid Documents** including:
 - a. Technical Specifications for incorporation into TE Project Manual
 - b. Construction Drawings
2. (Mtg #4) Attend a pre-bid meeting for interested bidders.
3. Issue written **Bid Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Construction Documents or Bid Documents.
4. Review the bids and issue an **Award Recommendation**.

Deliverable: **Bid Documents, Contractor Invitation List, Pre-bid Meeting Summary, Bid Addenda, Bid Tabulation and Award Recommendation** (one each, 8.5 x 11, B&W paper copy, plus PDF file)

CONSTRUCTION SERVICES

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 Owner/Contractor Agreement and the Construction Documents) with the Contractor.

Process: Specifically, following the execution of the Owner/Contractor Agreement, HDG will:

1. (Mtg #5) Visit local nurseries with the Contractor to select certain, specified plant materials.
2. (Mtgs # 6-7) Observe the Work (2 visits) as called upon, 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.
3. Review and issue **Submittal Review Memoranda** 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. HDG is entitled to rely on the adequacy of the information provided by



- other design professionals engaged by the Contractor or independently engaged by the Owner to prepare such submittals. HDG's 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
4. Prepare **Supplemental Instructions** that interpret, clarify or modify the Contract Documents including supplemental:
 - a. Information
 - b. Drawings
 - c. Specifications
 5. Review Contractor Change Order requests with reasonable promptness, issue **Requests for Proposal**, and review **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. Owner 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 Owner/Contractor Agreement was executed
 - c. Supplemental Instructions

Deliverable: **Submittal Review Memoranda, Supplemental Instructions, Requests for Proposal, review Change Orders** (one each, 8.5 x 11, B&W original, plus PDF file)

B. Contract Close-out

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

Process: Specifically, after the Contractor notifies the Owner that the Work is substantially complete, HDG will:

1. (Mtg #8) 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. Review the Contractor's list of remaining Work
 - c. If necessary, preparation of a **Punch List** of deficient or incomplete Work
2. Review required submittals to be provided by the Contractor and send to TE for submittal to Owner, such as, but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
3. (Mtg #9) Review and process the Contractor's final Application for Payment and acceptance of completed work including:
 - a. Observation of the Work with staff to determine conformance with the Contract Documents and completion of the Punch List
 - b. 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, HDG 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, 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

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.



Schedule

Phase	Approx Date
Preliminary Design Services	
Pre-Design	Complete
Schematic Design (Preliminary Engineering)	Complete
Final Design and Engineering Services	
Design Development (Pre-final)	
Design Development Plan	November - December
Budget Costs	November - December
(Mtg #1) Design Development review	November - December
Design Development Documents	December - January
Product Data, Material Samples, Outline Specifications	December - January
Construction Cost Opinion	December - January
(Mtg #2) Design Development review	January
Construction Strategy Memorandum	January
Permit Documents	January
(Teleconf #1) Permit Documents review	January - February
Submit Permit Documents	January - February
Revisions	February
Construction Documents (Final)	
Construction Drawings	February
Project Specifications	February
Construction Cost Opinion and Schedule	February
(Mtg #3) Construction Documents review	February
Finalize Construction Documents	February - March
Bidding and Negotiation	
Bid Documents	March
(Mtg #4) Pre-Bid meeting	March
Issue Addenda	March
Bid Tabulation and Award Recommendation	March
Construction Services	
Construction Administration	April - August
Contract Close-out	August
Post Construction	TBD

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 in order to reflect the most recent information.



Standard Billing Rates and Expenses

Effective May 20, 2016

Billing Rates

Senior Principal	\$225
Principal	\$165
Senior Associate	\$140
Associate	\$115
Junior Associate	\$95

Expenses

In addition to our standard hourly rates, we invoice qualified 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.