

WAUKEGAN PARK DISTRICT

MEMORANDUM

TO: Jay Lerner
Executive Director

FROM: Quincy Bejster
Director of Parks

RE: Hitchcock Design Group Proposal for Hinkston Park Pavilion and Restroom
Development and Construction Phase Services

DATE: February 6, 2024

At the February 13, 2024, Board of Commissioners Board Meeting, staff recommends the acceptance of the attached proposal from Hitchcock Design Group for the Hinkston Park Pavilion and Restroom Construction Phase Services.

The total estimated professional fees are \$64,925.00 and include the following scope of services:

Design Services	\$19,500
Construction Phase Services Estimated	\$16,900
Engineering Services	\$27,025
Reimbursable Expenses	<u>\$1,500</u>
	\$64,925

The detailed proposal is attached.

The Professional Service Fees for the Hinkston Park Improvements are included in the FY 2024/25 CIP Budget.

Thank you.

KDB/kdb



February 5, 2024

Tim Girmscheid
 Manager of Planning Services
 Waukegan Park District
 2211 Ernie Krueger Circle
 Waukegan, Illinois 60087

RE: Hinkston Park SD-CPS

Dear Tim,

Thank you for asking Hitchcock Design Group to submit this proposal for the continuation of your Hinkston Park Improvements project. We appreciate the opportunity to continue our work with you and the Waukegan Park District.

PROJECT UNDERSTANDING

Based on our discussion, we understand that the Waukegan Park District would like to refresh this important community park by replacing the aging restroom / pavilion structure, siting the location for a new playground, and providing connecting walkways and support amenities. You have established a project budget not including the loop trail or the playground of \$400,000. You would like to construct the improvements in 2024.

SCOPE OF SERVICES

We will begin with a kick-off meeting and a schematic design plan to identify the placement, relationship, and hierarchy for the walkway system. Once consensus is built, we will advance a hybrid Design Development/Construction Documentation Phase to prepare documents that are suitable for permitting, bidding, and construction. We will represent you during bidding and, following the award of construction contract to a general contractor, we will administer the construction process in the same manner as our recent work together. Please see the Scope of Services for our step-by-step approach.

PROFESSIONAL FEES

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

Basic Services			
Program and Analysis Phase	Fixed Fee	\$1,200	
Schematic Design Phase	Fixed Fee	\$5,300	
Construction Documentation	Fixed Fee	\$11,200	
Permitting Phase	Fixed Fee	\$1,800	
	Fixed Fee Total		\$19,500
Hourly as requested Services			
Bidding Phase	Hourly Estimate	\$2,300	
Construction Phase	Hourly Estimate	\$14,600	
	Hourly Estimate Total		\$16,900
Engineering Service (Estimated)			
Civil Engineering	Fixed Fee	\$18,400	
Electrical Engineering	Fixed Fee	\$8,625	
	Engineering Services Total		\$27,025



February 5, 2024
Waukegan Park District – Hinkston Park
Page 2

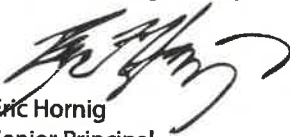
Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$1,500 for these expenses.

PROJECT TEAM

Under my supervision, Joe Brusseau will manage our work and will call on other members of our Recreation Studio to participate as needed in order to advance the work in a timely way. We are planning for civil engineering services including water and sanitary connections to the restroom and Electrical service to the building in the estimated fees above. We will confirm the estimated fee and selected teammates as we begin. Nova Engineering will provide electrical engineering and WT will provide Civil Engineering.

Thank you again for the opportunity to continue working with you and Waukegan Park District. If you have any questions or wish to discuss this proposal further, please do not hesitate to call. If acceptable, please sign and return at your convenience.

Sincerely,
Hitchcock Design Group


Eric Hornig
Senior Principal

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

Accepted: _____
Authorized Client Representative Date

Accepted: 
Eric F. Hornig, Principal Date

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



Scope of Services

Hinkston Park

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with client representatives and the other project team members confirming:
 - a. Project area ownership and access
 - b. Goals and objectives
 - c. Project team structure and responsibilities
 - d. Constituent interests and jurisdictional agencies
 - e. Available data and data gathering needs
 - f. Budgeted costs and potential revenue sources
 - g. Communications and decision making protocol
 - h. Tentative schedule
2. **Collect Data** for the project area and the immediate surroundings including:
 - a. Local ordinances and development standards
 - b. Topographic surveys (Prepared by Others)
 - c. Final Engineering from previous phases (Prepared by others)
 - d. Aerial photography
 - e. National wetland inventory map and waters of the United States
 - f. Flood Insurance Rate Map information (ponds and streams)
 - g. Zoning and land-use information
3. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
4. Prepare **Base Maps** at appropriate scales using the inventoried data.

Deliverables: **Base Maps**

B. Schematic Design Phase

Objective: The objective is to reach consensus on the type, location, organization, scale, character and potential cost of specific capital improvements.



Process: Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare up to 2 **Schematic Design Alternatives** illustrating site geometry and the scale, type and organization of the project elements including:
 - a. Pedestrian circulation features
 - b. Restroom (vendor Engineered)
 - c. Pavilion (vendor engineered)
 - d. Siting for Playground
 - e. Landscape improvements (restoration only)
 - f. Grading and drainage
 - g. Utility considerations
 - h. Supporting amenities
2. Prepare the **Schematic Design Documents** including:
 - a. Plan view drawings at an appropriate scale
 - b. Cross sections, elevations and enlarged plan view drawings
 - c. Representative photographs from other projects
3. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.
4. **Coordinate with Manufacturers** for the items designated to be manufactured that can be competitively shopped, forwarding schematic plan, cost information and design criteria to and request the preparation of equipment options, presentation boards and a materials list in accordance with our criteria.
5. [Meetings #2 & #3: Staff, Virtual] Review the Schematic Design Documents with you at 50% (alternatives) and 100% completion milestones (preferred strategy). Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: **Schematic Design Documents, Construction Cost Opinion, Meeting Summaries**

FINAL DESIGN SERVICES

B. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

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

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation plans



- iv. Layout and materials plans
 - v. Landscape plans (restoration only)
 - vi. Grading and drainage plans
 - vii. Utility plans
 - viii. Electrical Plans
 - ix. Site construction details
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - i. General and Supplementary Conditions
 - ii. Technical specifications
 3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
 4. **[Meetings #4 & #5: Staff, 1 virtual, 1 in person]** Review the Construction Documents with you at 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
 5. Perform internal **Quality Management Review** of the Construction Documents.

Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries

C. Permitting Phase

Objective: The objective is to obtain the required permits.

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

1. Prepare and assemble **Permit Documents** including:
 - a. Site Development Permit with City of Waukegan (if needed)
 - b. Sanitary Sewer Permit with North Shore Sanitary
2. **Submit Permit Documents** as required to the respective regulatory agencies.
3. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.
4. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

Deliverables: Permit Documents, Revisions

D. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

1. **Place Bidding Documents in Online Digital Plan Room** for bidding distribution and Management.



2. **Recommend Reputable Contractors** for your consideration.
3. Help you advertise the bid letting by preparing **Legal Notice** for your use in publicizing the bid.
4. [Meeting #6: Staff / Prospective Bidders] **Conduct a Pre-Bid Meeting** for interested bidders.
5. **Answer Questions and Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.

Deliverables: **Bidding Documents, Legal Notice, Addenda**

CONSTRUCTION PHASE SERVICES

The goal for this part of the engagement is to help the client get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. [Construction Meeting #1: Staff / Contractor] Conduct a **Pre-Construction Meeting** with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities
 - e. Communications
 - f. Payment procedures
2. **Issue Interpretations or Clarifications** of the Contract Documents when requested by: you or the Contractor.
3. Prepare recommendations for construction **Change Orders**, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
4. **Review Submittals and Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general



conformance with the design concept and information contained in the Contract Documents.

5. **Review Testing Procedures** and data provided by independent testing services.
6. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

Deliverables: Clarifications, Change Orders, Submittal Review, Testing Review, Payment Recommendations

A. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

1. **Participate in Site Meetings/Video Conferences** at critical construction stages with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

Deliverables: Field Reports

B. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. **[Construction Meeting #X: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through and **prepare a Punch List** upon substantial completion of the construction of the work documented by us.
2. Participate in one (1) site visit to **conduct a walk through and prepare a Punch List** upon substantial completion of the construction of the work documented by us.
3. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.

Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation



GENERAL PROJECT ADMINISTRATION

We will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

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

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

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

D. File Maintenance

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

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

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

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and locations such services are rendered. Client agrees that services provided will be rendered without warranty, express or implied.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’S services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’S experience and qualifications and will represent HDG’S judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to perform in accordance with this Agreement.
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the professional service fees identified in the Proposal Letter, plus expenses at 115% of actual cost. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due within thirty (30) days of the invoice date, or 10-business days from the Client’s prime agreement payment terms.** In the event Client fails to pay HDG within thirty (30) 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, HDG’s services and responsibilities may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants, payment from Client’s client, or other supplementary financing for the project. Client agrees to pay HDG with ACH digital check. Instructions will be sent with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments to the PO Box Payment Remittance Address below.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of this Agreement.
11. **MISCELLANEOUS**
Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.
Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
HDG Reliance: Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.
Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’S performance of services hereunder.
Waiver of Subrogation - Both parties to this Agreement waive all rights of subrogation and for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.
Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.