

# Professional Service Agreement Amendment Number 1

Hitchcock Design, Inc., an Illinois corporation doing business as Hitchcock Design Group (HDG), 225 West Jefferson Avenue, Naperville, Illinois 60540 and the Play for All Foundation, 855 Prairie Avenue, Wheaton, Illinois 60187 (Client) are parties to a Professional Services Agreement (Agreement), dated April 25, 2017, for design services for Play for All Treehouse Project, located in Lisle, Illinois. Both parties agree that changes to the Project Description, Project Team, Basic Services, Schedule, Compensation and Payment, Client Responsibilities, and Additional Conditions require that the Agreement be amended on August 21, 2017 as follows:

#### PART ONE: PROJECT DESCRIPTION

Overall project scope changes are reflected in the approved conceptual design delivered to the project team on June 22, 2017 and as further identified in the attached proposal dated July 12, 2017. The project area and overall goals remain consistent with the original project.

#### **PART TWO: PROJECT TEAM**

The project team will be modified as identified in the attached proposal dated July 12, 2017.

#### **PART THREE: BASIC SERVICES**

The basic services will be modified as identified in the attached proposal dated July 12, 2017.

## **PART FOUR: SCHEDULE**

The schedule will be modified as identified in the attached proposal dated July 12, 2017.

225 W. Jefferson Avenue Naperville, Illinois 60540 630.961.1787 PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

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

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	Amandad Total Foos	\$75 OAA
Development	Fixed Fee	\$53,800
Amendment 1 – Design	Civad Caa	¢ 52 000
Original Agreement	Fixed Fee	\$22,000

## Reimbursable Expenses

No changes

#### **PART SIX: CLIENT RESPONSIBILITIES**

The client responsibilities will be modified as identified in the attached proposal dated July 12, 2017.

#### **ACCEPTANCE**

Unless specifically described in this Amendment, all other terms and conditions of the Agreement remain in effect. Please sign and return this Amendment Number 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 This agreement may be modified or withdrawn unless written authorization to proceed has been received within 30 days.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: \_

Play for All Foundation

Excel JURN

Accepted:

ric Hornig, Principal, Hitchcock Design Group

Planning Landscape Architecture



## PROJECT SCHEDULE

# Monday, August 21, 2017 Play for All Treehouse

Start Date: January 23, 2017

Task	%	Duration	Start Date	Completion Date
Preliminary Design Phase	100%	156	January 23, 2017	June 29, 2017
Program and Analysis	100%	29	January 23, 2017	February 22, 2017
Conceptual Design	100%	127	February 22, 2017	June 29, 2017
Final Design Phase	0%	110	August 21, 2017	December 11, 2017
Design Development Phase	0%	62	August 21, 2017	October 23, 2017
Design development advancement	0%		August 21, 2017	February 22, 2017
50% review meeting - team	0%		September 11, 2017	September 18, 2017
75% review meeting - team	0%		October 2, 2017	October 9, 2017
100% review meeting - team	0%		October 16, 2017	October 23, 2017
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Permitting Phase	0%	77	December 25, 2017	March 12, 2018
Village of Lisle	0%	50	December 25, 2017	February 15, 2018
1st Submittal	0%		December 25, 2017	January 24, 2018
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Bidding	0%	181	December 25, 2017	June 26, 2018
Bid Prep	0%		December 25, 2017	January 1, 2018
Bid Let	0%	23	February 15, 2018	March 8, 2018
Bid Open	0%		March 8, 2018	March 15, 2018
Bid Award	0%		March 28, 2018	April 4, 2018
By owner order items (8 weeks)	0%		April 27, 2018	June 26, 2018
Construction Phase Services	0%	168	April 15, 2018	October 3, 2018
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Substantial Completion	0%		September 12, 2018	September 19, 2018
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Total Duration		610	January 23, 2017	October 3, 2018



July 12, 2017

Mr. Steve Hinchee Superintendent of Planning Wheaton Park District / Play for All Foundation 1000 Manchester Road Wheaton, Illinois 60187

RE: Play for All Foundation Treehouse

Dear Steve,

Thank you for asking Hitchcock Design Group to submit this proposal for the next stage of the Play for All Foundation Treehouse project. We appreciate the opportunity to continue our work with the Wheaton Park District and the Play for All Foundation.

#### **PROJECT UNDERSTANDING**

Based on our discussions, we understand that the Play for All Foundation would like to build on the momentum generated in the master plan phase and move forward with the project vision as illustrated. We understand that the team we have been working with will remain the primary stakeholders with the addition of permitting agencies and select Forest Preserve District of DuPage County staff.

We recommend and propose to design this custom project in its entirety, to fully develop phase one and future elements, and their layout, transitions, connections, and fit with the site. We recognize that the final documented first phase will be determined by available budget. The overall master plan budget is around \$1,500,000 with a first phase to be determined somewhere between that and \$400,000. We understand that you would like to complete the design this year and construct the project starting early in 2018. We have included a preliminary schedule for your consideration.

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#### **SCOPE OF SERVICES**

We will begin the Design Development Phase for the elements identified in the approved Master Plan, meeting with the project team periodically for input and review of the progress documents, budget and submittals from various manufacturers' representatives. This phase will refine the detailed layers of the project program and develop the design of the physical objects that the visitors will experience. We will apply our most creative thinkers to this process to add layers of imagination and exploration that perhaps have not yet been considered for this setting or have not been fully illustrated during the process so far.

Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding and construction. Again, we recommend permitting the entire project but clearly identifying phase one inclusions. We will represent you during permitting and bidding, and following the construction contract award to a qualified general contractor, we will administer the construction process. 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:

## Final Design Services:

Design Development Phase:	Fixed Fee	\$53,800
Construction Documentation Phase:	Fixed Fee	\$46.700
Permitting Phase:	Hourly Estimate	\$6,500
Bidding and Negotiation Phase:	Hourly not to Exceed	\$4,800
	Final Design Total	\$111,800

Planning Landscape Architecture



Construction Phase Services: Construction Administration: Construction Observation: Contract Close-out:	Hourly Estimate Hourly Estimate Hourly Estimate	\$28,500 \$13,250 \$4,800
25	Construction Phase Total	\$46,550
Optional Services: Additional Visit / Meeting w/ Field Report / Summary	As requested	\$950
Interpretive Signage Design Phase:	Fixed Fee	\$17,500

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$2,500 for these expenses.

#### **PROJECT TEAM**

I will continue to manage our work under the supervision of our Recreation Studio leader, Bill Inman and it is our intent to maintain the same design team through the completion of this project. Other members of our Recreation Studio will participate as needed in order to advance the work in a timely way. We will include Engineering Resource Associates for Civil Engineering and McCluskey Engineering for Structural Engineering under our agreement with you. We will need a topographic survey near the beginning as well as geotechnical data at about 75% design development. We will assist you in procuring these services outside of this agreement by providing scope defining diagrams for each.

If you find this proposal acceptable, we can prepare an amendment to our existing contract and forward to you for signature. We can begin work upon your authorization and anticipate completing our work in alignment with the attached schedule.

Thank you again for the opportunity to continue working with you and Play for All Foundation. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Eric Hornig Principal

cc:

Rob Sperl, Wheaton Park District

Bill Inman / Andy Howard, Hitchcock Design Group

Enclosures: Scope of Services, Preliminary Schedule



## **Scope of Services**

## **Play for All Foundation Treehouse DD-CPS**

#### **FINAL DESIGN SERVICES**

#### A. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

*Process*: Following your approval of the Schematic Design Phase and/or the Master Plan Phase, the Hitchcock Design Group team will:

- 1. **Prepare final data gathering exhibits** to assist with owner procurement including:
  - a. Soil Boring Location / Depths Diagram
  - b. Limits of Topographic Survey Diagram
- 2. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
  - a. Pathways & Curbs
  - b. Boardwalk / Wood Decking / Stairs / Ramps
  - c. Garden walls / Seat walls
  - d. Play surfacing
  - e. Signs / Exhibits
  - f. Faux Tree
  - g. Play features / equipment
  - h. Site furnishings
  - i. Fencing / Rails
  - j. Landscape improvements
  - k. Grading and drainage
- 2. **Refine the Preliminary Engineering** recommendations including:
  - a. Storm water management
  - b. Structural
- 3. Prepare the Design Development Documents including:
  - a. Existing conditions information
  - b. Plan view drawings
  - c. Descriptive supplemental drawings
  - d. Outline specifications
  - e. Product data
  - f. Material samples
  - g. Phasing Diagrams
- 4. Prepare a summary of estimated quantities and Update the Construction Cost Opinion.
- 5. [Meetings #1, #2 & #3: Staff] Review the Design Development Documents with you at the 50%, 75%, and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.
- Review the Design Development Documents with Jurisdictional Agencies as appropriate to this phase of work.





# Deliverables: Design Development Document, Construction Cost Opinion, Meeting Summaries, updated Project Program

#### **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:

- 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. Key Sheet with Phasing
    - iii. Existing conditions plans
    - iv. Site preparation plans
    - v. Grading and drainage plans
    - vi. Storm Water Pollution Prevention plans (SWPPP
    - vii. Layout and materials plans
    - viii. Landscape plans
    - ix. Site construction details
- Finalize the Written Documentation that will be used to bid and construct the improvements including:
  - i. General and Supplementary Conditions
  - ii. Technical specifications
  - iii. Phasing Definition / Alternate Strategy
- 3. Prepare a summary of estimated quantities and Update the Construction Cost Opinion.
- 4. [Meetings #4 & #5: Staff] 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, updated Project Program

## 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 Village of Lisle
  - b. Storm Water Permit with local Municipality or County
  - c. IEPA (NPDES)
  - d. Forest Preserve District of DuPage County (Staff Level Review)
- 2. **Submit Permit Documents** as required to the respective regulatory agencies.





- Communicate with you as necessary to Discuss Review Letter(s) received from regulatory agencies.
- 4. **Make Two (2) Sets 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:

- Place Bidding Documents in Online Digital Plan Room for bidding distribution and Management.
- 2. Recommend Reputable Contractors for your consideration.
- Help you advertise the bid letting by preparing Legal Notice for your use in publicizing the bid.
- [Meeting #6: Staff / Prospective Bidders] Conduct a Pre-Bid Meeting for interested bidders.
- Answer Questions and Issue Written Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
- 6. [Meeting #7: Staff / Prospective Bidders] Attend the bid opening and record the results.
- 7. Prepare a Bid Tabulation spreadsheet.
- 8. **Perform Reference Checks** for the apparent low bidder's references.
- 9. Issue a Bid Results Summary Letter.

Deliverables: Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter, Meeting Summaries

## E. OPTIONAL - Interpretive Signage Design Phase

*Objective*: The objective is to build consensus on learning outcomes and storytelling techniques and to prepare final layout and graphics to build consensus on the interpretive experience.

Process: The Hitchcock Design Group team will:

- 1. **Conduct programming discussion** with you to determine:
  - a. Desired programmatic uses of the interpretive elements
  - b. Relevant topics
  - c. Learning approaches (contextual, chronological, historical)
  - d. Learning outcomes
- Prepare a Conceptual Write-up for each sign including; written topic statements (and subtopics, if applicable), a list of content expansion points, points of emphasis and learning outcome specifics for each sign.
  - a. (3) Area Signs





- b. (3) Interpretive Signs
- (7) Minor signs that inform/ facilitate play
- 3. Prepare Conceptual Sign Sketch to define shape, base and graphic layout.
- 4. Prepare Draft Content including headlines, narrative bodies and interpretive image list for the topics (and sub-topics, if applicable) for each sign.
- 5. Conduct In-House Internet Research or contact institutions to find suitable images as needed.
- 6. Assemble Low-Resolution Preliminary Layouts of each sign including borders and backgrounds, arrangement of text and graphics and electronic file assembly.
- 7. Print Color Draft Originals of each sign and meet with you for a layout review as part of the other indicated meetings.
- 8. Prepare High-Resolution Final Layouts following receipt of your final comments, for each
- 9. Coordinate with a Selected Sign Manufacturer to provide manufacturing services.
- 10. Send Sign Manufacturer the Print-Ready Files and request sign material color samples of each sign. Conduct internal design intent review and forward to you for your review, comment and approval.

Deliverables: Conceptual Write-up, Sign Sketches, Draft Content, Preliminary Layouts, Final Layouts, Print-Ready Files

## **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

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. Help you prepare an **Owner / Contractor Agreement**.
- 2. [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 submittalsd. Responsibilities

  - e. Communications
  - f. Payment procedures





- 3. Issue Interpretations or Clarifications of the Contract Documents when requested by: you or the Contractor.
- 4. Prepare recommendations for construction Change Orders, as requested by:
  - You, because of a change that you wish to make to the scope of the Contractor's work
  - a. You, because of a change that you wish to make to the scope of the Contractor's workb. 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
- 5. 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.
- 6. **Review Testing Procedures** and data provided by independent testing services.
- 7. OPTIONAL Visit Nurseries local to the project site (within a one (1) day period) with the contractor to select certain, specified plant materials including:
  - a. Shade, ornamental and evergreen trees
  - b. Representative shrubs
- 8. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

Deliverables: Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, **Testing Review, Payment Recommendations** 

## **B.** 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. [Construction Meetings #2 #12: Staff / Contractor] Assuming a six (5) month construction period, participate in Site Meetings every two (2) week(s) (ten (10) total progress meetings budgeted) 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

#### C. 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 #13: 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. **Review Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
  - a. Operating and maintenance manuals



- b. As-built record drawings
- c. Labor and material lien waivers
- d. Payment applications
- 3. [Construction Meeting #14: Staff / Contractor] Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and Establish Final Acceptance.
- 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

- 2. Schedule, create agendas and summarize the highlights of periodic meetings
- 1. Rehearse, attend and present at public forums identified
- 2. Collect and disseminate communications from other parties
- 3. 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.





# PROJECT SCHEDULE

# Wednesday, July 12, 2017 Play for All Treehouse

Start Date: January 23, 2017

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