RESOLUTION 11-51    Passed June 27, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AMENDED ENGINEERING SERVICES AGREEMENT WITH HITCHCOCK DESIGN GROUP (BAXTER AND WOODMAN, INC. AS SUBCONTRACTOR) FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR UPDATING SIGNAGE AND DOWNTOWN PARKING LOT IMPROVEMENTS.

WHEREAS, in September of 2007, the City of DeKalb entered into an agreement with Hitchcock Design Group to provide professional design and engineering services for the Downtown Revitalization Plan (Phase I and Phase II); and,

WHEREAS, the City of DeKalb desires to amend said agreement to include downtown wayfinding signage and parking lot improvements; now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an amended Engineering Services Agreement with Hitchcock Design Group (Baxter and Woodman, Inc. as subcontractor) for design and construction management services for downtown wayfinding signage and improvements to parking lots 2 and 3 in an amount not to exceed forty-nine thousand two hundred thirty-eight dollars ($49,238) for design services and in an amount not to exceed thirty-nine thousand eight hundred eighty dollars ($39,880) for construction phase services, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 27th day of June, 2011 and approved by me as Mayor on the same day. Adopted by roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O’Leary. Nay: None.

ATTEST:

STEVE KAPITAN, City Clerk

KRIS POVLSEN, Mayor
June 21, 2011

Mr. Mark Biernacki  
City Manager  
City of DeKalb  
200 South Fourth Street  
DeKalb, IL 60115

RE: Downtown DeKalb – Parking Lots and Signage

Dear Mark,

Thank you for asking Hitchcock Design Group and Baxter & Woodman, Inc. to submit this proposal to provide design and engineering services for downtown parking lot 2 and 3 improvements and downtown wayfinding signage. We look forward to working with you, Baxter & Woodman and other City representatives to continue to improve the downtown streetscape environment.

Project Understanding
We understand that the City of Dekalb would like to improve parking lots 2 and 3 along with implementing wayfinding signage in the downtown area as discussed as part of the downtown master plan and streetscape design. The parking lot improvements will include milling and overlaying the existing asphalt surface, intermittent curb and gutter replacement, sidewalk replacement, lighting modifications, and streetscape and landscaping improvements. The signage program will include parking lot identification signs and pole mounted directional signs, generally based on the Van Buer Plaza signage design style.

Scope of Services
The work for the parking lots and wayfinding signage will be very similar to the process that we followed for the previous streetscape projects. First we will meet with the streetscape team to discuss the project goals and objectives, logistics and schedule. Then we will develop schematic design concepts for the parking lots and signage, and review them with the group. Finally, with input from the group, we will document the preferred alternatives as required for bidding and construction. Baxter & Woodman will provide Construction Administration services as requested by the City.

Hitchcock Design Group will participate on a limited basis during construction as related to the landscape and signage components. The attached Scope of Services from Hitchcock Design Group and Baxter & Woodman outline the specific tasks that each firm will complete.

Professional Fees
We will perform the services as described on an hourly not-to-exceed basis to be invoiced at our standard hourly rates as follows:

Parking Lot Rehabilitation and Wayfinding Signage

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Reimbursable expenses are included in the not-to-exceed fee amounts.
Project Team
I will manage our work under the supervision of Rick Hitchcock. Mark Underwood will continue to be our project designer and other members of our Urban Studio will participate as needed in order to advance the work in a timely way. Jim Sparber will direct the work for Baxter & Woodman and assign staff accordingly.

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

Sincerely,
Hitchcock Design Group

Tim King, ASLA
Principal

ACCEPTANCE
This amendment is subject to the terms and conditions of the Professional Services Agreement between the City of DeKalb and Hitchcock Design Group dated August 31, 2007. Please indicate your acceptance by returning a signed copy. A countersigned copy will be returned to you. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

ACCEPTED:

Kris Pavlisen
Mayor, City of DeKalb

ATTEST:

Steve Kapitan
City Clerk, City of DeKalb

ACCEPTED:

Timothy C. King
Hitchcock Design Group

cc: Joel Maurer, City of DeKalb
    Rick Hitchcock, Mark Underwood, Hitchcock Design Group
Scope of Services

Preliminary Design
A. Research and Analysis
   We will:
   1. **Meeting #1:** Attend a kick-off meeting with City staff and other team members
   2. Observe and photograph the project sites to gain an understanding of existing conditions and patterns of use

B. Schematic Design
   We will:
   1. Prepare alternative schematic concepts for the signage illustrating in elevation and plan view, the size and character of the various sign types including:
      a. Major intersection and road signs (excluding IDOT controlled intersections)
      b. Primary and secondary identification signs (parking, municipal facilities, etc.)
      c. Directional signs
   2. Review City Staff recommendations for sign locations and incorporate into an overall diagrammatic plan indicating potential sign locations
   3. Prepare schematic concepts for parking lots 2 and 3 illustrating the scale, type and organization of the parking landscape including:
      a. Interior island landscape treatment including trees, shrubs, perennials and pedestrian cut-throughs
      b. Perimeter landscape treatment including trees, shrubs and perennials
      c. Parking lot identification sign
   4. Prepare a preliminary construction cost opinion using generic systems costs and a 15% design and construction contingency for the signage and parking lot landscape
   5. **Meeting #2:** Review the schematic parking lot concepts and supporting information with municipal staff
   6. Refine schematic concepts as needed

Final Design
A. Design Development
   Following your approval of the schematic plans, we will:
   1. Finalize the signage design including size, horizontal and vertical geometry, structure, materials, typographic standards and finish, as appropriate, for the proposed sign graphic improvements, such as but not limited to:
      a. Gateway signs (Locust Street Columns, if deemed feasible)
      b. Major intersection and road signs (secondary entrances)
      c. Primary and secondary identification signs (parking, municipal facilities, etc.)
      d. Directional signs
   2. Finalize a location map and schematic placement diagram for each sign structure
   3. Finalize the parking lot 2 and 3 design including size, horizontal and vertical geometry, structure, materials and finish of:
      a. Planted areas
      b. Pedestrian cut-throughs
      c. Signs
4. Prepare a summary of estimated quantities and an estimate of probable construction costs for the signage and parking lots

5. Prepare outline specifications, including the products, materials and finishes of each component or system for the signage and parking lots

6. **Meeting #3:** Review the drawings, specifications, product data and material samples and construction strategy with municipal staff

C. Construction Documents
Following your approval of the Design Development documents we will:

1. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:
   a. Digital drawings
   b. Written specifications and project manual (City's General Conditions)
   c. Other bid documents

2. Update the opinion of probable construction cost

3. Review the documents with municipal staff remotely via telephone.

4. Make minor revisions as may be required

D. Bidding and Negotiation
Following your approval of the construction and bidding documents, we will:

1. Provide one (1) set of contract documents for your reproduction for bidding

2. Recommend reputable contractors for your consideration

3. Help you advertise the bid letting

4. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the contract documents

5. Review the bids, tabulate the results and issue a recommendation to you regarding the contract award

**Construction Phase Services**
Baxter & Woodman will provide the majority of the construction administration services (see separate amendment letter for a description) and Hitchcock Design Group will provide limited construction phase services on an as requested basis.

**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/or 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

Authorization
If circumstances arise during our performance of the services outlined which 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.
### Preliminary Design

**A. Research and Analysis**
- **Meeting #1: Kick off**
- **Photograph site**

**B. Schematic Design**
- **Schematic design-signage**
- **Draft staff sign plan**
- **Schematic design-parking lots**
- **Cost opinion**
- **Meeting #2: Staff review**
- **Refinements**

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**Preliminary Design Total:** $4,670

### Final Design

**A. Design Development**
- **Finalize design-signage**
- **DD sign location plan**
- **Finalize design-parking lots**
- **Cost opinion**
- **Outline specs**
- **Meeting #3: Staff review**
- **Revisions**

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**Final Design Total:** $10,875

### B. Construction Documents

- **Contract documents-signage**
- **Contract documents-parking lots**
- **100% Cost opinion**

**Sub-total hours**

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### C. Bidding and Negotiation

- **Bid documents-signage**
- **Bid documents-parking lots**
- **Issue addenda, clarifications**
- **Bid tabulation, recommendation**

**Sub-total hours**

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**Final Design Total:** $10,875

**Expense Subtotal:** $900

**Hitchcock Design Group Fee Total:** $15,545

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June 21, 2011
Downtown Signage and Parking Lots, City of DeKalb
Page 1 of 2

**Professional Fees**
### Construction Phase Services

#### A. Project Initiation
1. **Meeting #1: Pre-construction**

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*Construction Phase Total:* $ 9,300

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*Expense Subtotal:* $ 300

### Hitchcock Design Group Fee Total:

$ 9,300
Mr. Tim King  
Principal  
Hitchcock Design Group  
221 West Jefferson Avenue  
Naperville, Illinois 60540  

*Subject: DeKalb Streetscape Improvements – Professional Services Agreement Amendment #5*

**Hitchcock Design Group Project No.:** 03-0725-001-x02-04-06  
**Baxter & Woodman Project No.:** 071006.46  

Dear Tim:  

Baxter & Woodman, Inc. (CONSULTANT) has been requested by the City of DeKalb (CITY) to perform engineering services for the rehabilitation of two municipal parking lots, namely Lots 2 and 3. The rehabilitation will include milling and overlaysing the existing asphaltic surface, intermittent curb and gutter replacement, sidewalk replacement, lighting modifications, and streetscape and landscaping improvements.  

The amended scope of services will include the following items.  

1. **ADMINISTRATION & MEETINGS** – Confer with the CITY and HDG staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.  

2. **PROJECT MANAGEMENT** - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope.  

3. **SITE VISITS** - Inspect existing site and perform limited topographic survey to update the original design drawings.  

4. **DESIGN DOCUMENTS** - Prepare design documents consisting of drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the CITY.
5. IEPA NPDES PERMIT APPLICATION - Submit the Design Documents to the IEPA for their review and approval for the CITY to construct and operate the PROJECT.

6. OPINION OF PROBABLE CONSTRUCTION COSTS - Prepare an opinion of probable construction cost based on the Design Documents approved by the CITY.

7. BID ASSISTANCE - Assist the CITY in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit/present recommendations for the award of construction contract.

8. PROJECT INITIATION - Attend and prepare minutes for the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.

9. CONSTRUCTION ADMINISTRATION
   
   o Act as the CITY’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
   
   o Attend periodic construction progress meetings.
   
   o Check, review, and approve shop drawings, manufacturer’s literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
   
   o Prepare construction contract change orders when authorized by the CITY.
   
   o Review the Contractor’s requests for payments as construction work progresses, and advise the CITY of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
10. FIELD OBSERVATION

○ Provide Resident Project Representatives at the construction site on a periodic part-time basis from the CONSULTANT’s office to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor’s work is in conformity with the Final Design Documents, and to monitor the Contractor’s progress as related to the Construction Contract date of completion. The CITY understands and acknowledges that the CONSULTANT is not responsible for the Contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the CONSULTANT does not guarantee the performance of the Contractor and is not responsible for the Contractor’s failure to execute the work in accordance with the construction contract documents.

○ Keep a daily record of the Contractor’s work on those days that the CONSULTANT is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the CITY of the construction progress and working days charged against the Contractor’s time for completion.

○ Provide the necessary base lines, benchmarks, and reference points to enable to the Contractor to proceed with the work.

11. COMPLETION OF PROJECT

○ Provide construction inspection services when notified by the Contractor that the PROJECT is complete. Prepare written punch lists during final completion inspections.

○ Review the Contractor’s written guarantees and issue a Notice of Acceptability for the PROJECT by the CITY.

○ Prepare construction record drawings which show field measured dimensions of the completed work which the CONSULTANT considers significant and provide the CITY with one set of reproducible record drawings within ninety (90) days of the PROJECT completion.
CONSULTANT shall be compensated for scope items 1 through 8 at the lump sum amount of $29,730. CONSULTANT shall be compensated for work performed under items 9 through 11 at CONSULTANT’s actual cost for personnel and expenses as described in Attachment A with a not to exceed cost of $27,500.

We request that the above-mentioned fee increase apply to and be tracked under a new project number of 071006.46.

If this Amendment is acceptable to Hitchcock Design Group, please sign below under “ACCEPTANCE OF AMENDMENT #5” and return one fully-executed original to us for our records.

If you have any questions, please do not hesitate to contact me at 815.787.3111.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Lawrence E. Thomas, P.E.
Vice President / COO

JES:LET:jak
ACCEPTANCE OF AMENDMENT #5

This Amendment modifies the terms and conditions of the Professional Services Agreement between Hitchcock Design Group and Baxter & Woodman, Inc., dated October 24, 2007.

ACCEPTED BY:

Hitchcock Design Group

Printed Name and Title:

Hitchcock Design Group

DATE:

C: James E. Sparber, P.E., Regional Manager (Baxter & Woodman, Inc.)
Gary A. Vogel, P.E., Project Manager (Baxter & Woodman, Inc.)
# HITCHCOCK DESIGN GROUP

CITY OF DEKALB - PARKING LOT REHABILITATION DESIGN

ATTACHMENT A

BAXTER & WOODMAN, INC.

2011 BILLING RATES AND EXPENSE ITEMS

FOR PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>HOURLY BILLING RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$112 to $185</td>
</tr>
<tr>
<td>Construction Manager, Sr.</td>
<td>$100 to $155</td>
</tr>
<tr>
<td>Resident Project Representative, Sr.</td>
<td>$92 to $150</td>
</tr>
<tr>
<td>Engineer</td>
<td>$88 to $130</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>$130 to $130</td>
</tr>
<tr>
<td>Designer</td>
<td>$100 to $125</td>
</tr>
<tr>
<td>Water/Wastewater Operations</td>
<td>$104 to $116</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$90 to $104</td>
</tr>
<tr>
<td>Resident Project Representative</td>
<td>$76 to $110</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$72 to $95</td>
</tr>
<tr>
<td>CADD Operator</td>
<td>$88 to $95</td>
</tr>
<tr>
<td>Surveyor/Technician</td>
<td>$74 to $90</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$72 to $73</td>
</tr>
<tr>
<td>Secretary</td>
<td>$60 to $88</td>
</tr>
<tr>
<td>Technician</td>
<td>$65 to $98</td>
</tr>
</tbody>
</table>

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours. Mileage Charges - As set by the U.S. Internal Revenue Service. All-Terrain Vehicle usage is $40/hour. Savannah Rain Logger usage is $10/day. Traffic Counters $50/day.