



June 30, 2022

Ron Wiedeman  
City Engineer  
City of Crest Hill  
2090 Oakland Avenue  
Crest Hill, Illinois 60403

**RE: City Entrance Signs – Final Design Proposal**

Dear Ron,

Thank you for asking Hitchcock Design Group to submit this proposal to provide Final Design services for the City of Crest Hill community entrance signs. We appreciate the opportunity to continue to work with you and your colleagues at the City of Crest Hill.

**PROJECT UNDERSTANDING**

Now that the City Council has selected a preliminary signage design to advance, we understand that the city would like to move forward with final design and preparation of documents suitable for competitive bidding and construction. The city intends to complete documents for 3 primary and 7 secondary signs, to be bid in two separate sign contracts. Landscaping will be included around the primary signs only and will be bid as separate landscape contracts. The work will also include coordination to provide electrical service at each primary sign location.

**SCOPE OF SERVICES**

We propose to complete Final Design services as summarized below and described in greater detail in the attached Scope of Services.

We will begin by finalizing the primary and secondary signage locations and construction phasing map based on city comments. Then we will finalize the design of the primary and secondary signs based on the preferred preliminary concept 1B. Next, we will prepare plans and specifications for the fabrication and installation of the signs. We will also prepare separate documents for the landscape around each of the primary signs.

Please note that this proposal excludes the following services:

1. Topographic and boundary surveys at each sign location. Bid and construction documents will identify that the signage contractor will be responsible for staking sign locations, verifying existing conditions, and locating utilities prior to installation of each sign.
2. Electrical engineering to provide service to each sign location. Bid and construction documents will identify that the signage contractor will provide all electrical associated with each sign, and requirements to provide electrical service to each sign.
3. Site work beyond basic site clearing and finish grading necessary to construct the signs and landscape. Documentation of additional site work can be provided if required based on field conditions.

**PROFESSIONAL FEES**

We propose to complete the Final Design services for a fixed fee of \$19,900. Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$250.



### PROJECT TEAM

I will be our project manager and will be directly responsible for routine project communications with you and the rest of the project team. Mike Wood will be our project designer and will be supported by other members of our Naperville studio as needed to advance the work in a timely manner.

### AUTHORIZATION AND SCHEDULE

We can begin this work within two weeks of your authorization and complete our work within your scheduled timeframe, typically within approximately 60 days.

Thank you again for the opportunity to work with the City of Crest Hill. 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

### ACCEPTANCE

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned Agreement will be returned to you. The attached Scope of Services and Standard Terms and Conditions are hereby made part of this Agreement. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: \_\_\_\_\_  
Authorized City Representative Date

Encl: Scope of Services (made part of this agreement)  
Standard Terms and Conditions (made part of this agreement)  
Preliminary preferred sign concept 1B



## Scope of Services

### FINAL DESIGN

#### A. Design Development

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

*Process:* Based on the approved signage Preliminary Design types, locations, and the preferred concept 1B, Hitchcock Design Group will:

1. Coordinate with city staff to finalize a **Signage Location and Phasing Plan** indicating a schematic placement diagram for each sign structure.
2. Evaluate each sign location utilizing available existing information and based on field observations and identify required sitework at each location. (Note that this proposal does not include preparation of topographic surveys at each sign location. Bid and construction documents will identify that the signage contractor will be responsible for staking sign locations, verifying existing conditions, and locating utilities prior to installation of each sign).
3. Identify required electrical requirements at each sign location based on available existing conditions information and field observations. (Note that this proposal does not include electrical engineering to provide electrical service to each sign location. Bid and construction documents will identify that the signage contractor will provide all electrical associated with each sign, and requirements to provide electrical service to each location).
4. Prepare **Design Development Signage Documents** illustrating the size, horizontal and vertical geometry, structure, materials, typographic standards and finish, as appropriate, for the proposed sign graphic improvements, including:
  - a. Primary entrance signs
  - b. Secondary entrance signs
5. Prepare a summary of estimated quantities and **Updated Construction Cost Opinion**.
6. Collect and review **Product Data** and **Material Samples**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system.
7. Prepare **Design Development Landscape Documents** illustrating the type, size, and location of proposed landscape materials for:
  - a. Primary entrance signs
8. (Mtg #1) Review the drawings, specifications, product data and material samples and construction strategy with city staff.
9. Revise the drawings and supporting materials as may be required.

*Deliverables:* **Design Development Documents, Signage Location Plan, Updated Construction Cost Opinion, Product Data and Material Samples, Outline Specifications**



## **B. Construction Documents**

*Objective:* Produce the final Construction Drawings and Project Specifications that will be used to construct the specified improvements.

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

1. Prepare and submit the graphic **Signage Construction Drawings** including:
  - a. Project identification and general information
  - b. Notes, index and standards
  - c. Existing conditions and site preparation
  - d. Sign locations, geometric layout, and materials
  - e. Signage details
2. Prepare and submit the written **Signage Project Specifications** including:
  - a. Introductory information
  - b. Bidding requirements
  - c. Contracting requirements
  - d. General requirements
  - e. Technical specifications
3. Prepare and submit the graphic **Landscape Construction Drawings** including:
  - a. Project identification and general information
  - b. Notes, index and standards
  - c. Existing conditions and site preparation
  - d. Landscape plans
  - e. Landscape materials list and details
4. Prepare and submit the written **Landscape Project Specifications** including:
  - a. Introductory information
  - b. Bidding requirements
  - c. Contracting requirements
  - d. General requirements
  - e. Technical specifications
5. Update and submit the **Construction Cost Opinion** and **Schedule**.
6. (mtg #2) Review the Construction Documents with city staff (90% review).
7. Finalize the Construction Documents as required.
8. (mtg #3) Review the final Construction Documents with city staff (100% review).
9. Make minor revisions, stamp and submit, as required.

*Deliverables:* **Signage and Landscape Construction Documents** (suitable for competitive bidding)



## 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

## OPTIONAL, ADDITIONAL SERVICES

1. 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.
2. Topographic and boundary surveys at each sign location are not included in the basic services and can be provided as additional services if desired.
3. Electrical engineering to provide service to each sign location is not included in the basic services and can be provided as additional services if desired.
4. Site work beyond basic site clearing and finish grading necessary to construct the signs and landscape is not included in the basic services and can be provided as additional services if required based on field conditions.



## 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 the Agreement, HDG will determine in general whether construction is proceeding in a manner consistent with the Documents. HDG is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions 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 similarly situated professionals practicing under similar circumstances. Client agrees that services provided will be rendered without warranty, express or implied. HDG shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

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 substantially 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.** In the event Client fails to pay HDG within thirty (30) days of invoice 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 services, duties, obligations, and responsibilities of HDG under this Agreement 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.

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 or relating to 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 the right of subrogation for damages covered by property insurance

**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.





Primary Sign – Concept 1B







Option 1A

Option 1B

Option 2

# Secondary Sign Concepts

