VILLAGE OF BRADLEY



AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN SERVICES FOR BROADWAY STREETSCAPE DESIGN

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY

THIS OF Sept., 2022

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this day of _______, 2022.



AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN SERVICES FOR BROADWAY STREETSCAPE DESIGN

WHEREAS, the Village of Bradley is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, Village Staff reviewed qualifications of Hitchcock Design Group and

WHEREAS, Hitchcock Design Group has specialized experience working on municipal projects; and

WHEREAS, the Corporate Authorities of the Village have determined that the Village has an existing and satisfactory relationship with Hitchcock Design Group.; and

WHEREAS, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed \$53,500 with Hitchcock Design Group Inc to provide preliminary design services for Broadway Street Streetscape: and

WHEREAS, the Village Board finds that this Resolution protects and promotes the public welfare, safety, health and morals;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. STREETSCAPE DESIGN AUTHORIZED

The Finance Director is authorized and directed to execute an agreement with Hitchcock Design Group. for, preliminary streetscape design services for Broadway Street Streetscape in accordance with the scope of services as Exhibit A, subject to such modifications as shall be acceptable to him with the approval of the Village President. The Finance Director shall further be authorized and directed to execute any related or supplemental documents, including approval of scopes of work, project timelines or revisions thereto, or related documents. The Finance Director shall further be authorized to execute agreements relating to supplemental work from Hitchcock Design Group., provided that the total cost authorized for project purchase and implementation shall not exceed \$53,500.

SECTION 2. The Corporate Authorities hereby waive, by an affirmative vote of two-thirds (2/3) of the trustees presently holding office, any and all competitive bidding requirements as might otherwise be applicable to the purchases authorized by this Resolution.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent

jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the day of the day of

TRUSTEES:

RYAN LEBRAN	Aye –	Nay	Absent –
BRIAN BILLINGSLEY	Aye –	Nay	Absent -
DARREN WESTPHAL	Aye –	Nay	Absent -
BRIAN TIERI	Aye –	Nay	Absent -
GRANT D. VANDENHOUT	Aye –	Nay -	Absent -
GENE JORDAN	Aye –	Nay –	Absent -

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye –	Nay	Absent –	Non-voting X
TOTALS:	Aye –	Nay –	Absent –	<u>.</u>

ATTEST:

JULIE TAMBLING,
VILLAGE CLERK

APPROVED this day of

HAEL WATSON

MICHAEL WATSON, VILLAGE PRESIDENT

JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)	
)	§§
COUNTY OF KANKAKEE)	

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number ACO 22015 AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN SERVICES FOR BROADWAY STREETSCAPE "which was adopted by the Village President and Board of Trustees at a meeting held on the day of _______, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this day of ______, 2022.

JULIE TAMBLING, VILLAGE CLERK

(SEAL)

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EXHIBT A



August 29, 2022

Mayor Michael Watson Village of Bradley 147 South Michigan Avenue Bradley, Illinois 60915

RE: Broadway Streetscape Improvements - Preliminary Design Proposal

Dear Mayor Watson,

Thank you for asking Hitchcock Design Group to submit this proposal to provide design services for the Broadway Streetscape Improvements in Bradley, Illinois. We appreciate the opportunity to contribute to the success of the village improvement initiatives and advance our relationship with you and your colleagues at the Village of Bradley.

PROJECT UNDERSTANDING

We understand that the village is working with MG2A to advance the roadway design and engineering for a full reconstruction from building face to building face, from Kennedy Drive to Washington Street. Our role will be to advance the design of the streetscape improvements, including plantings, lighting, aesthetic treatments, and amenities, generally based on the 2021 Redevelopment Framework Plan.

The goal is to complete Preliminary Design by the end of 2022 to establish and vision, budget, and strategy for advancement, and then prepare bid and construction drawings in 2023, and construct the improvements in 2024.

SCOPE OF SERVICES

We propose to complete a process that is summarized below and described in greater detail in the attached Scope of Services.

During the Pre-Design phase, we will review the existing conditions along the streetscape, gather data and information about jurisdictional requirements, and prepare a project program that will guide the development of the streetscape design.

Next during the Schematic Design phase, we will develop options for different components/materials and identify the location and extents of the proposed improvements. We will then refine the preferred concepts and identify preliminary budget costs.

Finally, during the Streetscape Summary Document Phase, we will summarize the recommendations, costs, priorities, and implementation recommendations.

Following approval of the Preliminary Design, we can provide Final Design services as additional services, to be negotiated based on the scope, scale, and complexity of the recommended improvements.

PROFESSIONAL FEES

We will provide the proposed services for the following professional fees:

Pre-Design	\$7,500	Fixed fee
Schematic Design	\$32,500	Fixed fee
Streetscape Summary Document	\$13,500	Fixed fee
Total Professional Services:	\$53.500	Fixed fee

Customary out-of-pocket expenses such as printing, delivery, and mileage will be invoiced in addition to the fixed fee, not-to-exceed \$1,500.



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PROJECT TEAM

I will continue to be our project manager and will be directly responsible for routine project communications with you and the project team. Mike Wood will be our project designer and will be supported by other members of our Naperville studio as needed.

AUTHORIZATION AND SCHEDULE

We can begin this work with your authorization and complete the Preliminary Design by the end of 2022.

Thank you again for the opportunity to work with the Village of Bradley. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely, Hitchcock Design Group

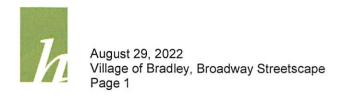
Day I Nyan

Tim King, PLA, ABLA Principal

ACCEPTANCE

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. 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:						
2. 2.42	Authorized Village Representative	Date				
Encl:	Scope of Services (made part of this agreement) Schedule (made part of this agreement) Standard Terms and Conditions (made part of this agreement)					



Scope of Services

PRELIMINARY DESIGN SERVICES

A. Pre-Design

Objective: Confirm the project goal, objectives, resources, stakeholder interests, best practices, and existing conditions that will be the basis for design.

Process: Specifically, Hitchcock Design Group (HDG) will:

- 1. During a one-day site visit,
 - a. (Mtg #1a) Participate in a kick-off meeting with village representatives and the other project team members confirming:
 - 1) Geographic limits
 - 2) Goals and objectives
 - 3) Resources (natural, structural, infrastructural, cultural, capital, maps and data)
 - Stakeholders (village, users, neighbors, jurisdictional agencies, special interests)
 - 5) Best Practices (criteria, standards, trends, technologies)
 - 6) Budget
 - 7) Consultant responsibilities
 - 8) Village responsibilities
 - 9) Decision making protocol
 - 10) Schedule
 - 11) Other administrative considerations
 - b. (Mtg #1b) Immediately following the kick-off meeting, observe and photograph the project area and immediate surroundings to identify readily apparent physical conditions and patterns of use.
- 2. Collect and review existing data for the project area and the immediate surroundings including:
 - a. GIS maps and data (aerial imagery, boundaries, topography)
 - b. Boundary and topographic surveys (provided by MG2A)
- 3. For each applicable stakeholder identify:
 - a. jurisdictional boundaries and interest
 - b. operational and maintenance practices
 - c. capital improvement plans
 - d. approval, permitting and construction procedures
- Prepare an Existing Conditions Analysis including:
 - a. Roadway, parking, and transportation
 - b. Existing streetscape analysis (strengths and weaknesses)
 - c. Bicycling and walking environment and associated facilities
 - d. Relevant village policies, plans, and programs
- (Teleconference) Review the Existing Conditions Analysis with village representatives and other project team members and discuss proposed improvements to be included.



August 29, 2022 Village of Bradley, Broadway Streetscape Page 2

- Prepare and submit a Streetscape Improvement Program that summarizes the predesign information including:
 - a. Background
 - b. Vision, Goal, and Objectives
 - c. Best practices (applicable criteria, standards, trends and technologies)
 - d. Existing conditions
 - e. Jurisdictional approval and permit process(es)
 - f. Preliminary improvement components
 - g. Preliminary schedule
 - h. Preliminary budget

Deliverables: Existing Conditions Analysis; Streetscape Improvement Program

B. Schematic Design

Objective: Reach consensus on the type, location, organization, scale, character and potential cost of specific streetscape improvements.

Process: Specifically, following village approval of the Streetscape Improvement Program, HDG will:

- Prepare Alternative Streetscape Prototype Concepts, including appropriate plan views, sections, elevations, comparable project images, and digital massing models, to illustrate the schematic organization, scale and character of the proposed improvements including:
 - a. Vehicular traffic calming, bicycle, pedestrian, and transit components
 - b. Landscape areas, street trees, sidewalk planters, irrigation
 - c. Street furnishings and amenities
 - d. Outdoor dining areas
 - Gateways, wayfinding, and signage (components only village brand and identity by others)
 - f. Structures, features, and special design elements
 - g. Roadway, pedestrian, and accent lighting
 - h. Utility adjustment considerations
- 2. Prepare three **Color Illustrations**, one of each prototype, showing the proposed streetscape improvements.
- 3. Prepare a **Streetscape Improvement Map** that identifies the location of the proposed prototype improvements.
- Prepare Preliminary Construction Budget Costs for each of the prototypes, based on recognized systems costs.
- 5. (Mtg #2) Review the alternative streetscape concepts with village representatives and other project team members.
- Refine the alternative concepts based on input received and prepare exhibits for a public open house.
- (Mtg #3) Conduct a Public Open House to present the alternative concepts and receive feedback.



- 8. (Teleconference) Review the feedback received with village representatives and other team members and determine the preferred concept (or combination of concepts) to advance.
- 9. Refine the Preferred Streetscape Prototype Concepts and prepare an overall Streetscape Improvement Plan giving increased attention to scale and character.
- 10. Prepare a Refined Color Illustration, showing the proposed streetscape improvements.
- 11. Prepare a Preliminary Construction Cost Opinion based on preferred concept quantity takeoffs and recent comparable bid prices.
- 12. (Teleconference) Review our recommendations with village representatives and other project team members.
- 13. (Mtg #4) Present the final recommendations at a Public Open House or Village Board Meeting.

Deliverables: Alternative Streetscape Prototype Concepts; Streetscape Improvement Map; Preliminary Construction Budget Costs; Preferred Prototype Concept and Streetscape Improvement Plan; Construction Cost Opinion; Color Illustrations

C. Streetscape Summary Document

Objective: Prepare a clear, concise summary document outlining the proposed streetscape improvement recommendations.

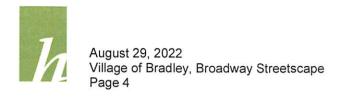
Process: Specifically, following village approval of the schematic design recommendations, HDG will:

- 1. Prepare and submit a concise Draft Streetscape Summary Document including appropriate graphics, text and data summarizing:
 - a. Introduction and Background
 - b. Existing Conditions Analysis

 - c. Streetscape Improvement Programd. Preferred Streetscape Prototype Concepts
 - e. Streetscape Improvement Plan
 - f. Preliminary Construction Cost Opinion
 - g. Implementation Strategy
- 2. (Mtg #5) Review the Draft Streetscape Summary Document with village representatives and other project team members.
- 3. Refine and submit the Final Streetscape Summary Document incorporating village comments.
- 4. (Teleconference) Review our recommendations with village representatives and other project team members.

Deliverables: Draft Streetscape Summary Document; Final Streetscape Summary Document





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
- Obtain appropriate insurance certificates from consultants
 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.





Project Schedule

Date:

August 26, 2022

RE:

Broadway Streetscape

PRELIMINARY DESIGN SERVICES

A.	Pre-Design 1. (Mtg #1a and #1b) Kick-off and site visit 2. Collect and review data 3. Identify jurisdictional requirements 4. Existing Conditions Analysis 5. (Telecon) Review with team 6. Streetscape Improvement Program	(Week of) Sep 12, 2022 Sep 12-19, 2022 Sep 12-19, 2022 Sep 19, 2022 Oct 3, 2022 Oct 3, 2022
B.	Schematic Design 1. Alternative Prototype Concepts 2. Color Illustrations 3. Streetscape Improvement Map 4. Preliminary Construction Budget Costs 5. (Mtg #2) Review with team 6. Refine and prepare open house open house exhibits 7. (Mtg #3) Public Open House 8. (Telecon) Review with team 9. Preferred Concepts and Streetscape Improvement Plan 10. Refined Color Illustration 11. Preliminary Construction Cost Opinion 12. (Telecon) Review with team 13. (Mtg #4) Public Open House or Village Board Meeting	Oct 3-10, 2022 Oct 10, 2022 Oct 10, 2022 Oct 10, 2022 Oct 10, 2022 Oct 17, 2022 Oct 24, 2022 Oct 24, 2022 Oct 31-Nov 7, 2022 Nov 7, 2022 Nov 7, 2022 Nov 14, 2022 Nov 28, 2022
C.	Streetscape Summary Document 1. Draft Summary Document 2. (Mtg #5) Review with team 3. Refine and submit Final Summary Document 4. (Telecon) Review with team	Dec 5-12, 2022 Dec 12, 2022 Dec 19-26, 2022 Dec 26, 2022



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

- 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.
- 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.
- 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.



Agenda Cover Memorandum

Meeting Date: 9/26/22						Internal Review
Fiscal Year: 2023						Initials
Agenda Item:	A Resolution to Approve Hitchcock Design Group Preliminary Design Proposal for Broadway Streetscape			Date		
Item Type:	☐ Ordina	nce	X Resolution	\square Other		
Action Requested:	X Approval		☐ First Reading	☐ For Discussion		Informational
Staff Contact:	Name:	Robert F	Romo			
	Phone:	815 936	-5107			
	Email:	rromo@	bradleyil.org			

Summary:

Within the Village's 5 year Capital Plan, a complete reconstruction and redesign is budgeted for West Broadway. The Village is working with MG2A to advance the roadway design and engineering for a full reconstruction from building face to building face, from Kennedy Drive to Washington Street. Hitchcock's role will be to advance the design of the streetscape improvements, including plantings, lighting, aesthetic treatments, and amenities, generally based on the 2021 Redevelopment Framework Plan that was done in conjunction with Ginkgo Planning & Design.

The goal is to complete Preliminary Design by the end of 2022 to establish and vision, budget, and strategy for advancement, and then prepare bid and construction drawings in 2023, and construct the improvements in 2024.

During the Pre-Design phase, Hitchcock will review the existing conditions along the streetscape, gather data and information about jurisdictional requirements, and prepare a project program that will guide the development of the streetscape design. Next during the Schematic Design phase, Hitchcock will develop options for different components/materials and identify the location and extents of the proposed improvements. They will then refine the preferred concepts and identify preliminary budget costs. Finally, during the Streetscape Summary Document Phase, Hitchcock will summarize the recommendations, costs, priorities, and implementation recommendations.

Recommendation:

Approve Resolution with Hitchcock design group for preliminary design work on W Broadway not to exceed \$53,500

Supporting Documents:

See proposal



Agenda Cover Memorandum

Financial (if applicable)

Is this a budgeted item?

X Yes

☐ No

Requires Budget Amendment

Line Item:

20-01-00-5520

Title: Streetscape Projects

Amount Budgeted:

\$1,000,000

Estimated Cost:

\$53,500