



Agenda Cover Memorandum

Meeting Date: October 25, 2021

Fiscal Year: FY2021

Agenda Item: Resolution to Approve Hitchcock Design Group Preliminary Design Proposal for Route 50 Improvements

Item Type: Ordinance Resolution Other

Action Requested: Approval First Reading For Discussion Informational

Staff Contact:
Name: Robert Romo
Phone: 815-936-5107
Email: rromo@bradleyil.org

Internal Review
Initials
Date

Brief Summary:

Resolution to Approve Hitchcock Design Group Preliminary Design Proposal for Route 50 Improvements: Proposal outlines the completion of preliminary design for streetscape and landscape improvements for the route 50 corridor from Armour road on the north to the village limits on the south. The intent is to build from the vision outlined in our Corridor Redevelopment Framework Plan by providing more details on specific components, design aesthetics, materials, and budget costs for the proposed improvements. We will use the preliminary design plans to apply for the Rebuild Downtowns and Main Streets Capital Grant (due Jan 2022). We will then determine a schedule to advance to final design and engineering following the grant award announcements anticipated in spring of 2022. See attached proposal for specific scope of work.

Recommendation:

Approve Resolution

Supporting Documents:

Financial (if applicable)

Is this a budgeted item? Yes No Requires Budget Amendment

Line Item: 10-60-67-7340 Title: Hitchcock Design Group Preliminary Design Proposal for Route 50 Improvements

Amount Budgeted: \$29,500

Actual Cost: \$29.500

Outcome:

VILLAGE OF BRADLEY

RESOLUTION NO. **R-10-21-3**
AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN
SERVICES FOR ROUTE 50 STREETScape

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 25 DAY OF October, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 25 day of October, 2021.

RESOLUTION NO. R-10-21-3
AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN SERVICES FOR ROUTE 50 STREETScape

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 \$29,500 with Hitchcock Design Group Inc to provide preliminary design services for Route 50 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 Hitchcock Design Group. for, preliminary streetscape design services for Route 50 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 \$29,500.

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 25 day of October, 2021.

TRUSTEES:

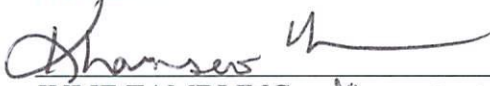
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:


MICHAEL WATSON Aye - Nay - Absent - Non-voting X

TOTALS: Aye - 7 Nay - 0 Absent -

ATTEST:



JULIE TAMBLING, *Khamseo Nelson*
VILLAGE CLERK (Deputy)

APPROVED this 25 day of October, 2021. 

MICHAEL WATSON,
VILLAGE PRESIDENT

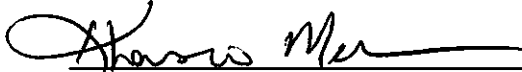
ATTEST:

JULIE TAMBLING, *Khamseo Nelson*
VILLAGE CLERK (Deputy)

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

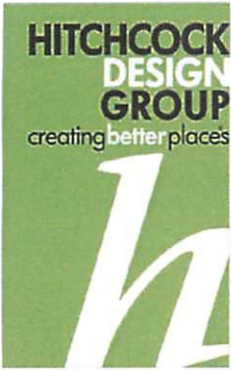
I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-10-21-3 " AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE PRELIMINARY DESIGN SERVICES FOR ROUTE 50 STREETScape " which was adopted by the Village President and Board of Trustees at a meeting held on the 25 day of October, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 25 day of October, 2021.



JULIE TAMBLING, Khamseo Nelson
VILLAGE CLERK (Deputy)

(SEAL)



October 19, 2021

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

RE: Route 50 Improvements - Preliminary Design Proposal

Dear Mr. Watson,

Thank you for asking Hitchcock Design Group to submit this proposal to provide design services for the Route 50 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 as a result of the Corridor study completed in 2019, and the Redevelopment Framework Plan completed this past spring, the village would now like to complete Preliminary Design for streetscape and landscape improvements along the Route 50 corridor, from Armour Road on the north, to the village limits on the south. The intent is to build from the vision outlined in the Framework Plan, and provide more detail on the specific components, design, materials, and budget costs for the proposed improvements.

The village will use the preliminary design plans and budget costs to apply for a Rebuild Downtowns & Main Streets Capital Grant. Applications are due in January 2022. The village will determine the schedule to advance Final Design and Engineering following the grant award announcements, anticipated in the spring of 2022.

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 corridor, gather data and information about jurisdictional requirements, and prepare a project program that will guide the development of the corridor design. Extensive public outreach will not be required since public outreach was completed as part of the Redevelopment Framework Plan.

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 Corridor Improvement Plan 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	\$15,500	Fixed fee
Corridor Improvement Plan	\$6,500	Fixed fee
Total Professional Services:	\$29,500	Fixed fee



PROJECT TEAM

We will dedicate substantial talent and supporting resources to your project. I will 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 our work to meet the January grant application deadline.

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

Tim King, PLA, ASLA
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: Michael Watson Oct 25 2021
Authorized Village Representative Date

Encl: Scope of Services (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 confirming:
 - 1) Geographic limits
 - 2) Goals and objectives
 - 3) Resources (natural, structural, infrastructural, cultural, capital, maps and data)
 - 4) Stakeholders (village, users, businesses, jurisdictional agencies, special interests)
 - 5) Best Practices (criteria, standards, trends, technologies)
 - 6) Budget, funding, grants
 - 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 available existing data for the project area and the immediate surroundings including:
 - a. GIS maps and data (aerial imagery, boundaries, topography)
 - b. Geo-technical and environmental reports
 - c. As-built and pending improvement plans
 - d. Utility information
3. For each applicable stakeholder (village, county, IDOT, utility, property owners, and others) identify:
 - a. jurisdictional boundaries and interest
 - b. operational and maintenance practices
 - c. capital improvement plans
 - d. approval, permitting, and construction procedures
4. Prepare an **Existing Conditions Analysis** including:
 - a. Transportation network and associated facilities
 - b. Land use, zoning, and environmental issues
 - c. Existing streetscape analysis (strengths and weaknesses)
 - d. Bicycling and walking environment and associated facilities
 - e. Relevant village, county, and IDOT policies, plans, and programs
5. Prepare and submit a concise **Corridor Improvement Program** that summarizes the research and analyzes its impact on the proposed improvements 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 schedule
 - g. Preliminary budget
 - h. What, if any, additional research, analysis or processes are required to implement the proposed improvements. (services not described in this scope of services may be considered Additional Services.)
6. (Teleconference) Review the Existing Conditions Analysis and Corridor Improvement Program with village representatives.

Deliverables: **Existing Conditions Analysis; Corridor Improvement Program**

B. Schematic Design

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

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

1. Prepare **Alternative Corridor Prototype Concepts**, one for each of the three typical corridor sections, including appropriate plan views, sections, elevations, and comparable project images, 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, planted medians
 - c. Street furnishings and amenities
 - d. Gateways, wayfinding, and signage (components only – village brand and identity by others)
 - e. Structures, features, and special design elements
 - f. Lighting
 - g. Utility adjustment considerations
2. Prepare a **Corridor Improvement Map** that identifies the location of the proposed prototype improvements.
3. Prepare **Preliminary Construction Budget Costs** for each of the prototypes, based on recognized systems costs.
4. (Mtg #2) Review our recommendations with village representatives. Select a preferred concept (or combination of concepts) to advance.
5. Refine the **Preferred Corridor Prototype Concepts** and **Corridor Improvement Map** giving increased attention to scale and character.
6. Refine the Preliminary Budget Costs.
7. Prepare three **Color Illustrations**, one of each prototype, showing the proposed corridor improvements.
8. (Teleconference) Review our recommendations with village representatives.

Deliverables: **Alternative Corridor Prototype Concepts; Corridor Improvement Map; Preliminary Construction Budget Costs; Preferred Concept; Refined Budget Costs; Color Illustrations**

C. Corridor Improvement Plan

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



Process: Specifically, following village approval of the key improvement recommendations, HDG will:

1. Prepare and submit a concise **Draft Corridor Improvement Plan** including appropriate graphics, text and data summarizing:
 - a. Introduction and Background
 - b. Existing Conditions Analysis
 - c. Corridor Improvement Program
 - d. Preferred Corridor Prototype Concepts
 - e. Corridor Improvement Map
 - f. Preliminary Construction Budget Costs
 - g. Implementation Strategy
2. (Mtg #3) Review the Draft Corridor Improvement Plan with village representatives.
3. Refine and submit the **Final Corridor Improvement and Implementation Plan** incorporating village comments.
4. (Teleconference) Review our recommendations with village representatives.

Deliverables: **Draft Corridor Improvement Plan; Final Corridor Improvement and Implementation Plan**

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

3. Establish and maintain appropriate correspondence, financial, drawing and data files
4. Obtain appropriate insurance certificates from consultants
5. 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.

We can provide Final Design services as additional services following completion of the Preliminary Design, to be negotiated based on the scope, scale, and complexity of the proposed improvements.



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 fees and expenses identified in the Proposal Letter. 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 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 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.