

VILLAGE OF BRADLEY

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RESOLUTION NO. R-11-23-01

AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE DESIGN  
DEVELOPMENT SERVICES FOR GLENN'S AND QUAIL PARK

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 13<sup>th</sup> DAY OF November, 2023

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 13<sup>th</sup> day of Nov., 2023.

RESOLUTION NO. P11-2301

AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE DESIGN  
DEVELOPMENT SERVICES FOR GLENN'S AND QUAIL PARK

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**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 \$74,500 with Hitchcock Design Group Inc to provide development services for Glenn's and Quail Park: 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.** PARK DESIGN DEVELOPMENT AUTHORIZED

The Finance Director is authorized and directed to execute an agreement with Hitchcock Design Group. for, design development services for Glenn's & Quail Park 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 \$74,500.

**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 13<sup>th</sup> day of Nov, 2023.

**TRUSTEES:**

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>

**VILLAGE PRESIDENT:**

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

**TOTALS:**      Aye - 6      Nay - Ø      Absent - Ø

**ATTEST:**

Julie Tambling  
JULIE TAMBLING,  
VILLAGE CLERK

**APPROVED** this 13 day of November, 2023.

Michael Watson  
MICHAEL WATSON,  
VILLAGE PRESIDENT

**ATTEST:**

Julie Tambling  
JULIE TAMBLING,  
VILLAGE CLERK

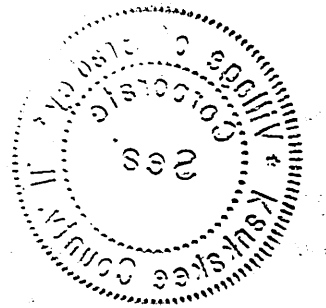
STATE OF ILLINOIS            )  
  )        §§  
COUNTY OF KANKAKEE    )

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 R-11-2301, “ AGREEMENT WITH HITCHCOCK DESIGN GROUP TO PROVIDE DESIGN DEVELOPMENT SERVICES FOR GLENN’S AND QUAIL PARK ” which was adopted by the Village President and Board of Trustees at a meeting held on the 13 day of Nov, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of Nov, 2023.

  
\_\_\_\_\_  
JULIE TAMBLING,  
VILLAGE CLERK





# EXHIBT A



November 2, 2023

Robert Romo, CPA  
Finance Director  
Village of Bradley  
147 S. Michigan Avenue  
Bradley, IL 60915

**RE: Glenn’s Park and Quail Park Final Design**

Dear Rob,

Thank you for asking Hitchcock Design Group to submit this proposal for Final Designs of Glenn’s Park and Quail Park. We appreciate the opportunity to continue our work with you and the Village of Bradley!

**PROJECT UNDERSTANDING**

The Village approved Preliminary Design plans for Glenn’s Park and Quail Park and would now like to move forward with Final Design including preparation of permit, bid, and construction documents. The approved budgets for the project are as follows: Glenn’s Park – \$524,214 (with \$34,800 in potential alternates), Quail Park – \$656,729 (with \$68,115 in potential alternates).

The Final Design for both parks would happen concurrently and all meetings would review both projects. The timeline is to complete the improvements in the Summer of 2024, with documents being completed for bidding in early 2024, so construction can begin as soon as weather allows in the spring.

**SCOPE OF SERVICES**

To meet your objectives, we propose to complete Final Services at this time, as outlined in the attached Scope of Services.

During the Design Development Phase, we will reach consensus with Village leaders on the final designs, probable costs, and construction schedules, and we will help Village staff obtain construction permits from the appropriate jurisdictional agencies. Next, during the Construction Documents Phase, we will produce the final Construction Drawings and Specifications that will be used to construct the improvements. As the Village Engineer, MG2A will be involved in the process providing: topographic survey and documenting erosion control, site grading, and drainage. Then, during the Bidding and Negotiation Phase, we will help the Village to select and engage a qualified Contractor to construct the improvements. It is our recommendation that one contractor is selected to perform the improvements concurrently on both sites.

We can provide Construction Phase Services on an hourly basis, to be determined following the completion of Final Design Services.

**PROFESSIONAL FEES**

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Final Design	Fixed Fee	\$73,500
Reimbursable Expenses	Not-to-Exceed	\$1,000
	<b>Total Fees</b>	<b>\$74,500</b>

Construction Phase Services      Hourly, to be determined



November 2, 2023  
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**PROJECT TEAM**

I will manage our work and call on other members of our Naperville Studio to participate as needed to advance the work in a timely way. We can begin this work with your authorization and complete our work within your scheduled timeframe to complete documents in time for bidding in early 2024 and construction in spring 2024.

Thank you again for the opportunity to continue working with you and 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

Mike Wood  
Senior Associate

**Acceptance**

Please indicate your acceptance by signing and returning this proposal, subject to the attached standard terms and conditions. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: \_\_\_\_\_  
Signature of individual authorized to accept this agreement on behalf of the Village

\_\_\_\_\_  
Printed Name and Title

Encl: Scope of Services  
Standard Terms and Conditions





## Scope of Services

### PRELIMINARY DESIGN SERVICES

- A. Pre-Design (previously completed)
- B. Schematic Design (previously completed)

### FINAL DESIGN SERVICES

#### A. Design Development

*Objective:* Reach consensus with Village leaders on the final design, probable cost and construction schedule for the Glenn’s and Quail Park Improvements. Obtain construction permits from the appropriate jurisdictional agencies.

*Process:* Specifically, based on the approved Glenn’s and Quail Park preliminary plans, the Hitchcock Design Group team will:

1. (Mtg #1- teleconference) Conduct a **Kick-off Meeting** with client representatives and the other project team members confirming the following for both park sites:
  - a. Project area ownership and access
  - b. Goals and objectives
  - c. Project team structure and responsibilities
  - d. Available data and data gathering needs
  - e. Budgeted costs
  - f. Communications and decision-making protocol
  - g. Tentative schedule
  - h. Invoicing and payment
2. **Confirm Jurisdictional Interests** by discussing the project with representatives of appropriate constituent and regulatory groups including:
  - a. Municipality
  - b. Adjacent property owners
  - c. Kankakee County Stormwater Certification (by MG2A)
3. **Collect Data** for the project area and the immediate surroundings including:
  - a. Topographic surveys (Provided by MG2A)
  - b. Aerial photography
  - c. Boundaries, property ownership and easements (Provided by MG2A)
4. Prepare **Design Development Documents** for both park sites illustrating the final size, horizontal and vertical geometry, structure, materials, finishes, and supporting calculations, as appropriate, for the proposed improvements including:  
Glenn’s Park:
  - a. ADA parking spaces and site circulation
  - b. New playground equipment
  - c. Poured-in-Place surfacing
  - d. Bocce ball court (artificial turf)
  - e. Ornamental fencing
  - f. Shade shelter
  - g. Grading and drainage (documented by MG2A)
  - h. Plant materials
  - i. Site furnishings



Quail Park:

- a. Parking lot and site circulation
  - b. Renovation of existing playground components
  - c. Expanded playground area
  - d. Poured-in-Place surfacing
  - e. Renovation of existing courts for pickleball
  - f. Chain link fencing
  - g. Shade shelter
  - h. Grading and drainage (documented by MG2A)
  - i. Plant materials
  - j. Site furnishings
5. Collect and review **Product Data** and **Material Samples**. Prepare **Outline Specifications**, including the products, materials and finishes of each component or system. Coordinate with Manufacturers for the items designated to be manufactured that can be competitively shopped, forwarding schematic plan, cost information and design criteria to and request the preparation of equipment options, presentation boards and a materials list in accordance with our criteria. (Playground Equipment, Shelter and Shade Canopy etc.)
  6. Prepare a summary of quantities and updated **Construction Cost Opinion** for both park sites.
  7. (Mtg #2) Review the in-progress Design Development Documents for both park sites with village representatives.
  8. Revise the Design Development Documents for both park sites and previously prepared Preliminary Design Illustrations, as may be required.
  9. Prepare a preliminary **Bidding and Construction Schedule** for both park sites.
  10. Prepare **Permit Documents** for both park sites including the applications, drawings and supporting calculations that are required to secure the following construction permits anticipated for the proposed improvements:
    - a. Village building permit (if applicable)
    - b. Kankakee County Stormwater Certification (by MG2A)
  11. (Mtg #3 - teleconference) Review the revised Design Development and Permit Documents for both park sites with village representatives.
  12. Submit Permit Documents for both park sites to the appropriate jurisdictional agencies.
  13. Correspond with village representatives and make minor revisions to the Permit Documents, as may be required, to facilitate jurisdictional approvals and permit(s).

**Deliverables:** Design Development Documents; Product Data and Material Samples; Outline Specifications; Construction Cost Opinion; Bid and Construction Schedule; Permit Documents

**B. Construction Documents**

**Objective:** Produce the final Construction Drawings and Specifications that will be used to construct the Glenn's Park and Quail Park Improvements.

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

1. Finalize and submit the **Construction Drawings** for both park sites including:



- a. Project identification and general information
  - b. Notes, index and standards
  - c. Summary of permits and contractor permit requirements
  - d. Alignment, ties and bench marks
  - e. Maintenance of traffic
  - f. Erosion and sedimentation control
  - g. Existing conditions and removals
  - h. Grading
  - i. Geometric layout and materials
  - j. Planting
  - k. Construction details
2. Finalize and submit the **Specifications** for both park sites including:
    - a. Introductory information
    - b. Bidding requirements
    - c. Contracting requirements
    - d. General requirements
    - e. Technical specifications
  3. Update and submit the **Construction Cost Opinions** and **Schedule** for both park sites.
  4. (Mtg #4) Review the Construction Documents for both park sites with village representatives.
  5. Make revisions, finalize, stamp, and resubmit, as may be required.
  6. (Mtg #5 - teleconference) Review the final Construction Documents for both park sites with village representatives.

**Deliverables: Construction Drawings; Specifications; Construction Cost Opinion; Schedule**

### **C. Bidding and Negotiation**

**Objective:** Help Village staff select and engage a qualified Contractor to construct the **Glenn’s Park and Quail Park Improvements**.

**Process:** Following approval of the Construction Documents, HDG will:

1. Prepare and submit **Bid Documents** including:
  - a. Advertisement for Bid
  - b. Invitation to Bid
  - c. Instructions to Bidders
  - d. Bid Proposal Form
  - e. Village required forms and contractual requirements
2. Prepare a **Contractor Invitation List** identifying reputable contractors for consideration.
3. Coordinate the bid advertisement and bid letting with the village procurement representative and plan room service for both park sites.
4. Issue written **Bid Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Bid Documents for both park sites.
5. Review the bids, tabulate the results and issue a **Bid Tabulation and Award Recommendation** for both park sites.
6. Coordinate with the village and the selected bidder to prepare the Owner/Contractor Agreement.



## CONSTRUCTION SERVICES

We can provide Construction Phase Services on an hourly basis, to be determined following the completion of Final Design Services.

## 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
2. Obtain appropriate insurance certificates from consultants
3. 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 Village representatives about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following the Village's written authorization.



## 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 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 of 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, 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.
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 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.