

VILLAGE OF BRADLEY

RESOLUTION NO. R-10-23-04

AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CIVIL
ENGINEERING SERVICES FOR THE BRADLEY SPORTS COMPLEX

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23 DAY OF October, 2023

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23 day of Oct., 2023.

RESOLUTION NO. R-10-23-04

**AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CIVIL
ENGINEERING SERVICES FOR THE BRADLEY SPORTS COMPLEX**

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 the qualifications of Kimley-Horn and Associates, Inc. and

WHEREAS, Kimley-Horn and Associates, Inc. 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 Kimley-Horn and Associates, Inc.; and

WHEREAS, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed five hundred six thousand five hundred dollars and 00/100 \$506,500.00 plus reimbursable expenses with Kimley-Horn and Associates, Inc. to provide civil engineering for the Bradley Sports Complex; and

WHEREAS, the Village Board finds that this Resolution protects and promotes 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. CIVIL ENGINEERING AUTHORIZED

The Village President is authorized and directed to execute an agreement with Kimley-Horn and Associates, Inc. to provide civil engineering for the Bradley Sports Complex in accordance with the scope of services as Exhibit A, subject to such modifications as shall be acceptable to him. The Village President 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 Village President shall further be authorized to execute agreements relating to supplemental work from Kimley-Horn and Associates, Inc. provided that the total cost authorized for project purchase and implementation shall not exceed five hundred six thousand five hundred dollars and 00/100 \$506,500.00 plus reimbursable expenses.

SECTION 2. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 3. The Corporate Authorities of the Village hereby declare that the terms and provisions of the Agreement, attached hereto as Exhibit A and fully incorporated herein, are reasonable and acceptable to the Village and that said Agreement is hereby approved in form and substance.

SECTION 4. 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 5. 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 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. 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 23 day of Oct, 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 23 day of October, 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 B-10-23-04 "AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE BRADLEY SPORTS COMPLEX" which was adopted by the Village President and Board of Trustees at a meeting held on the 23 day of October, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23 day of October, 2023.



JULIE TAMBLING,
VILLAGE CLERK

(SEAL)



EXHIBT A



October 13, 2023

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

Re: Letter Agreement for Professional Services for
Bradley Sport Complex
Bradley, Illinois

Dear Robert:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Village of Bradley ("Client") for providing civil engineering services for the proposed Bradley Sports Complex in Bradley, Illinois.

Project Understanding

The Client is developing the subject site (approximately 125-acres) generally located east of the Bradley Commons shopping center, west of N 2000E Road, south of County Hwy 8, and north of Aspen Ridge Golf Course. Kimley-Horn is currently under a separate contract with the Client to provide architectural, mechanical, electrical, and plumbing services for the project. The proposed Bradley Sports Complex program includes up to ten (10) "replica" synthetic turf fields with 250' baselines and spectator seating, and up to four (4) synthetic turf fields with 400' baseline designed to allow for two 250' baseline fields or one soccer/lacrosse fields to be used within the same space. Additionally, the site will include up to five (5) buildings for concessions, maintenance, office, restrooms, and storage. Stormwater detention, sidewalks, paths, common gathering areas, and amenities including a playground are also included. The detailed grading and underdrain design for the individual fields is being provided under a separate agreement and is not included within this contract.

Final civil engineering design will be completed for the entire project and consist of one set of construction drawings for all proposed onsite improvements. The desired date for substantial completion of construction is April 2025. The project schedule will require the preparation of a separate set of mass grading plans to allow for mass grading activities to start before the final design is complete.

The Client intends to contract with M Gingerich Gereaux & Associates (MG2A) to perform the offsite civil engineering design including all roadway and utility improvements that will be necessary to service the subject property. The Client also intends to hire a Construction Manager. The Construction Manager will assist with refining the project scope, and developing quantities and cost estimates over the course of design. Kimley-Horn will coordinate the onsite civil engineering design with MG2A and the Construction Manager for the duration of the project.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Mass Grading Plans

Kimley-Horn will prepare one set of on-site mass grading plans for the subject property based on the approved site plan. The plans will be at an appropriate engineering scale to depict the proposed site improvements in sufficient detail. The drawings will generally consist of the following sheets and their respective contents:

1. *Cover Sheet*
2. *General Notes*

Kimley-Horn will incorporate construction, utility, drainage, and general notes as required by agencies having authority.
3. *Existing Conditions/Demolition Plan*

Kimley-Horn will develop a plan that will show surface and subsurface facilities scheduled for demolition. Kimley-Horn will rely on documents prepared by others to determine the limits of demolition.
4. *Erosion Control Plan*

Kimley-Horn will prepare an erosion control plan that will show proposed measures (to be installed by the contractor) to impede sediment from being carried to adjacent properties during construction.
5. *Grading and Drainage Plan*

Kimley-Horn will prepare a grading and drainage plan that will depict existing and proposed contours, as well as proposed spot grades to aid the contractor in performing on-site earth-moving measures.

Significant site plan changes will be considered an Additional Service. This task includes up to (2) revisions based on municipal staff review comments.

All analysis, design, and coordination within this task is for on-site infrastructure only and does not include any analysis, design, and/or approvals for off-site improvements that may be required for this project. For the purpose of this task, it is assumed that all utility and road infrastructure, sufficient for the project, is available for connection at the project boundary.

Task 2 – Schematic Design Plans

Kimley-Horn will prepare schematic design civil plans for the site improvements. The design will be completed in accordance with the applicable municipality requirements. Based upon a proposed site plan prepared under a separate agreement, the schematic design plans are anticipated to address the following on-site project components.

1. *Site Plan*
 - Proposed property boundaries, setbacks, field locations, building locations, parking lot features, parking counts, pedestrian walkways, and green space locations.
2. *Grading and Drainage Plan*
 - Proposed finish floor of the buildings, pad elevations for the fields and key spot grades.
3. *Utility Plan*
 - Proposed horizontal water distribution system layout.
 - Proposed horizontal layout of the sanitary sewer design. The vertical layout will be

- analyzed to determine if adequate depth is available for a gravity system and key inverts will be analyzed to determine if there are any conflicts with existing utilities.
- Proposed horizontal layout of existing storm sewer system. Key invert elevations will be analyzed to determine if there are any conflicts with existing utilities.
 - Determine stormwater management requirements based upon the municipality and drainage district stormwater ordinances.

It is assumed that any comments or revisions to the schematic plans will be addressed in the Design Development Plans.

Task 3 – Design Development Plans

Kimley-Horn will prepare design development civil plans for the site improvements. The design will be completed in accordance with the applicable municipality requirements. Based upon the approved schematic design plans, the design development plans (also referred to as the "preliminary engineering plans") will consist of the following:

1. *Cover Sheet*
2. *Existing Conditions and Demolition Plan* – Indicating the demolition of buildings, pavement, utilities, and natural site features.
3. *Site Dimension Plan* – Showing proposed property boundaries, setbacks, building locations, field locations, parking lot features, parking counts, pedestrian walkways, and green space.
4. *Grading and Drainage Plan* – Showing proposed and existing site grades, storm water routing and treatment areas.
5. *Utility Plan* – Indicating proposed vertical and horizontal water and sewer design as well as horizontal gas, electric and telephone (it is assumed the utility providers will develop the necessary sizing and vertical design). It is understood the Client's architect will provide all building utility requirements.
6. *Drainage Calculations* - Preliminary detention calculations will be shown in accordance with the published municipality requirements.

One round of revisions based on Client comments is provided under this task. Additional revisions will be completed as an Additional Service. All drawings prepared in this Agreement will be provided to the Client in PDF format unless otherwise noted.

Task 4 – Construction Documents

Kimley-Horn will prepare one set of on-site civil design drawings and specifications (the Construction Documents) for the subject property based on the approved design development plans. The plans will be at an appropriate engineering scale to depict the proposed site improvements in sufficient detail. The drawings will generally consist of the following sheets and their respective contents:

1. *Cover Sheet*
2. *General Notes*
Kimley-Horn will incorporate construction, utility, drainage, and general notes as required by agencies having authority.
3. *Existing Conditions/Demolition Plan*

Kimley-Horn will develop a plan that will show surface and subsurface facilities scheduled for demolition. Kimley-Horn will rely on documents prepared by others to determine the limits of demolition.

4. *Site Plan*

This plan will be based on the site plan previously prepared by the Client. The site plan will show paving and striping improvements, as well as ADA requirements for accessible signage and striping. The actual design of the pavement (cross section and specifications) will be designated in the Client-provided geotechnical report.

5. *Erosion Control Plan*

Kimley-Horn will prepare an erosion control plan that will show proposed measures (to be installed by the contractor) to impede sediment from being carried to adjacent properties during construction.

6. *Grading and Drainage Plan*

Kimley-Horn will prepare a grading and drainage plan that will depict existing and proposed contours, as well as proposed spot grades to aid the contractor in performing on-site earth-moving measures. On-site storm sewer layout, sizing, and specifications will be completed in this task. Kimley-Horn will prepare a plan showing proposed drainage structures and pipes for collecting on-site runoff. It is understood that detailed grading and drainage systems for the individual fields is to be completed under a separate agreement.

7. *Utility Plan*

Kimley-Horn will prepare a plan showing the building utilities and their connection points as defined below. The domestic water, fire line, sanitary sewer, gas service, electric service, telephone, and cable will be shown from the limits of design to 5 feet from the building. Locations, pipe sizes, meters, backflow devices, and valves will be coordinated with the Client's architect and/or MEP. Electrical transformer location (if necessary) will be coordinated with the Client's architect/MEP.

8. *Details*

Kimley-Horn will prepare details showing the paving (per the geotechnical report), water, sanitary sewer, storm sewer, and erosion control details required for civil site construction or via references to state, county, or city standard details. It is understood that the Client will provide a geotechnical report, including pavement design recommendations.

It is assumed that plan & profile, and cross section sheets will not be required for the boulevard entrance into the southwest parking area.

Significant site plan changes will be considered an Additional Service. This task includes up to (2) revisions based on municipal staff review comments.

All analysis, design, and coordination within this task is for on-site infrastructure only and does not include any analysis, design, and/or approvals for off-site improvements that may be required for this project. For the purpose of this task, it is assumed that all utility and road infrastructure, sufficient for the project, is available for connection at the project boundary.

Task 5 – Storm Water Management Analysis

Kimley-Horn will prepare storm water management calculations for the proposed project in conjunction with the civil engineering design. Kimley-Horn will also prepare the storm water detention and water quality design in accordance with applicable governing agencies. The design will be incorporated into the Final Engineering Plans and specifications.

Kimley-Horn will prepare an engineer's drainage report based on the on-site civil engineering drawings prepared in the aforementioned tasks. The drainage report will be based on the information known by Kimley-Horn at the time in addition to Kimley-Horn's understanding of the governing regulations regarding storm water design. This task includes up to one revision to the document based on permit agencies' comments.

Task 6 – Storm Water Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare a storm water pollution prevention plan (SWPPP) for the on-site improvements. The Client shall provide all requested permitting materials and shall sign or obtain signatures on all permit forms, as requested by Kimley-Horn.

Task 7 – Permit Assistance Phase

Kimley-Horn will assist the Client in obtaining approvals from the permitting agencies having jurisdiction over the project as specifically detailed below. This Agreement assumes the Client will pay all required submittal, application, and permit fees. The Client shall provide all requested permitting materials prepared by the Client or others and shall sign or obtain signatures on all permit forms, as requested by Kimley-Horn, in a timely manner. We anticipate up to 100 hours of effort for this Task. Should additional effort be required, Consultant will provide this effort as an Additional Service. Kimley-Horn shall assist with the following:

1. Applications and submit for review to the Illinois Environmental Protection Agency for water main extension approval.
2. Applications and submit for review to the Illinois Environmental Protection Agency for sanitary sewer service approval.
3. Applications and submit for review to the local County Soil and Water Conservation District for review and approval.
4. Applications and submit for review to the local Drainage District for review and approval.
5. Applications and submit for review to the Illinois Department of Natural Resources (IDNR) and Illinois State Historic Preservation Office (SHPO) for endangered species and historic preservation compliance, respectively.
6. Prepare applications and submit for review to the State Pollutant Discharge Elimination System (NPDES) Notice of Intent Construction General Permit ("NOI") for erosion and sedimentation control.
7. Prepare applications and submit for review to the municipal staff for Civil Engineering Plan review and approval.
8. In conjunction with the project architect, Kimley-Horn will assist in the submittal to the Village Building Department for the building plan review. No applications or submittals are understood to be part of this sub-task, only providing civil related documents to the Client's architect.

Task 8 – Off-Site Permit Assistance Phase

Kimley-Horn will assist the Client in the preparation of applications, submit for review to the Kankakee County Highway Department for the proposed access driveway connection. It is assumed that no separate off-site roadway design or plan sets is included in this task. If a separate plan set or off-site improvements beyond the access driveway represented within on-site Final Engineering Documents is required, this will be completed as an Additional Service.

Revisions to the Final Engineering Design Drawings prepared in the aforementioned tasks will be based on Kankakee County Highway staff review comments. It is assumed that the documents will be revised no more than two (2) times before the completion of the services outlined in this Agreement.

Task 9 – Design Meetings and Coordination Phase

Kimley-Horn will attend up to 10 in-person meetings with the design team and municipality and up to 20 conference calls with the project team during the design phases. This task also includes minimal project coordination not requiring a separate agreement. Efforts in addition to the estimated meetings will be completed as an Additional Service.

Task 10 – Bid Assistance Phase

Kimley-Horn will assist the Client in their bidding the project to potential contractors. Kimley-Horn will respond in writing during the bid period to questions raised by the Client. Kimley-Horn shall coordinate with the Client to assemble required copies of the civil design drawings (prepared under a previous task). Kimley-Horn will review proposed material substitutions. Kimley-Horn, in conjunction with the Client, will review contractor bid submittals, if requested.

Task 11 – Limited Construction Phase Services

Kimley-Horn will attend meetings, perform shop drawing reviews, survey reviews, review of materials testing reports by others, and on-site visits during construction.

1. Kimley-Horn will attend a pre-construction conference prior to commencement of Work at the Site as requested by the Client.
2. Kimley-Horn will review Shop Drawings, Submittals, Samples and other data which the Contractor is required to submit, for conformance with the information given in the Contract Documents as it related to the on-site civil design. Such review will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
3. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information, and issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Client.
4. Kimley-Horn will make up to 10 site visits for the duration of construction, within the timeframe established in the contract. The purpose of Kimley-Horn's site visits will be as provided for in the Contract Documents. Kimley-Horn shall not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for

any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

5. Kimley-Horn will review the record drawing documents at the end of the project.

We anticipate up to 250 hours of effort for this Task. Should additional effort be required, Consultant will provide this effort as an Additional Service.

Alternate Services

Task 12 – Roundabout Design

Kimley-Horn will prepare the design for a single-lane roundabout at the southwest corner of the site. Effort associated with the roundabout in this scope include construction plan preparation, drainage analysis, signing and pavement marketing plans, street lighting, and utility coordination.

The plans shall be in accordance with Village of Bradley standards and design guidelines. In addition to a cover page and general notes, the plans will include the following components:

1. *Roadway*
 - Plan sheets will include typical section(s), geometric control elements, roadway plan and profiles, and roundabout grading and details.
2. *Drainage*
 - Plan sheets will document drainage improvements local to the roundabout within the project limits. Detailed drainage analysis will be completed under a separate task.
3. *Signage and Striping*
 - Plan sheets will include a signage and pavement marking plan consistent with Village and MUTCD standards.
4. *Lighting*
 - Kimley-Horn will prepare a roundabout lighting and photometric plan consistent with Village standards and IESNA, GD-19, Design Guide for Roundabout Lighting. Kimley-Horn will coordinate with the Village and utility company to define a power source for the roundabout. It is assumed that the utility company will provide electrical service and design to the pull box with Kimley-Horn providing design for the poles, handholes, and conduit connections. Village coordination will be performed to select appropriate poles and fixtures.
5. *Specifications*
 - Technical specifications, based on appropriate Village and agency design standards, will be incorporated into the plan documents.

Kimley-Horn anticipates that a 90% submittal will be made to the Client. Requested revisions will be incorporated into a 100% submittal. Should additional comments be received on the 100% submittal, a Final, For Construction set will be produced which incorporates the necessary revisions. Up to three submittals are anticipated with this task.

Task 13 – Traffic Impact Study

Kimley-Horn will prepare a traffic impact study based upon the following components:

1. *Data Collection*

Field Data

Kimley-Horn will collect existing data related to the proposed site and the surrounding area. This will include a visit to the site vicinity for purposes of recording field measurements, observing existing traffic conditions, and gathering pertinent data regarding roadway lane configuration, turn lane storage/taper lengths, traffic controls, regulatory signage and other relevant characteristics.

Study Intersection Traffic Counts

To establish current traffic volumes on the adjacent roadways serving the site, traffic counts will be performed at the following intersections:

- IL Route 50 / 5000 N (KCH 8)
- IL Route 50 / McKnight Road
- N 2000E Road / 5000 N (KCH 8)
- N 2000E Road / N 4500N Road

The traffic counts will be conducted on a typical weekday from 4:00-6:00PM and a typical Saturday from 11:00AM-1:00PM. These periods coincide with planned sports programming and peak hours of the adjacent street network.

All intersection traffic counts will include vehicle classification (including bikes and pedestrians) to better evaluate existing operation and comply with jurisdictional agency guidelines. The traffic count data will be summarized, evaluated, and used as a basis for the study's traffic analysis. Should the Village require additional count locations, an amendment to this Agreement will be required.

2. *Trip Generation & Assignment*

Based on programming information provided by the Client, as well as data in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, Kimley-Horn will calculate projected site-generated traffic volumes for the final site plan for the Bradley Sports Complex. These trips will then be assigned to the study intersections (existing external and new internal intersections) according to an estimated trip distribution.

Traffic assignment will be prepared for one (1) site development plan. One (1) development phase, representing full buildout of the site, will be projected and evaluated. Preparation and analysis of additional development plan alternatives or interim development phases will be considered additional services and require an amendment to this Agreement.

3. *Analysis & Recommendations*

Kimley-Horn will perform capacity analyses for existing and future traffic conditions using Synchro software to evaluate operation at the study intersections (existing and new access) and

to assess the impact of the proposed sports complex on area traffic conditions. To separate traffic impacts generated by the proposed sports complex from those associated with background traffic growth and other development sites in the area, the future condition scenario representing project completion will be evaluated both with and without traffic generated by the proposed sports complex. Background traffic volumes will be estimated using an annual growth rate and trips estimated for planned or approved development in the study area. The growth rate and area development will be identified in coordination with the Client.

In addition to capacity analyses, Kimley-Horn will review applicable warrants and jurisdictional requirements for new/extended auxiliary turn lanes and tapers, traffic signals, signal timing plans, and potential changes to roadway or intersection lane configurations.

Based on the findings of these analyses, Kimley-Horn will identify the appropriate improvements, as needed, to mitigate operational issues at the study intersections. Such improvements will be in accordance with the Village of Bradley, Kankakee County, and Illinois Department of Transportation (IDOT) standards and may include, but are not limited to, geometric modifications and/or intersection control recommendations. Where appropriate, suggested traffic management strategies (e.g., traffic control, signage, bus staging) for special event conditions will be included with the recommendations.

Kimley-Horn will prepare a summary of key findings and preliminary recommendations for submittal to the Client via email. One (1) virtual meeting will be scheduled to review the key findings and recommendations prior to completion of Task 4.

4. Documentation

Kimley-Horn will prepare a report summarizing the study methodology, analyses, and findings. As appropriate, improvements recommended to mitigate traffic impacts from the Bradley Sports Complex will be identified. A draft copy of the study will be provided to the Client for review prior to finalizing the study. The final study will also be appropriate for submittal to Kankakee County. This task includes up to 20 hours to address Client comments (should they be required) or changes in the site plan or programming information. Should additional effort be required to address comments or changes, an amendment to this Agreement will be required.

5. Project Meetings and Agency Coordination

Kimley-Horn anticipates that project meetings may be requested with the Client, County staff and/or elected officials, and other stakeholders to review the proposed plan, outline key findings, and support the agency review process. Kimley-Horn will attend up to 3 in-person meetings upon Client request. Efforts in addition to the estimated meetings will be completed as an Additional Service.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Environmental Services



- Geotechnical Services
- Dry Utility Coordination

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Engineer's Opinion of Probable Costs
- Wetland Delineation, Topographic Survey and Boundary Survey
- Illinois Department of Transportation Coordination & Permitting
- Lift Station Design

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to confirmation of the site plan, development phasing, and programming characteristics (e.g., start time, end time, number of attendees, number of buses, etc.).

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the schedule that will be developed by project team.

(The remainder of this page intentionally left blank)



Fee and Expenses

Kimley-Horn will perform Base Services Tasks 1 – 11 for the total lump sum labor fee below. Individual task amounts are informational only. Alternative Services Task 12 – 13 may be added to the lump sum labor fee at the Client's request. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task	BASE SERVICES	Fee	Fee Type
1.	Mass Grading Plans	\$60,000	Lump Sum
2.	Schematic Design Plans	\$25,000	Lump Sum
3.	Design Development Plans	\$50,000	Lump Sum
4.	Final Engineering Plans	\$160,000	Lump Sum
5.	Storm Water Management Analysis	\$20,000	Lump Sum
6.	Storm Water Pollution Prevention Plan (SWPPP)	\$5,000	Lump Sum
7.	Permit Assistance Phase	\$15,000	Lump Sum
8.	Off-Site Permit Assistance Phase	\$7,500	Lump Sum
9.	Design Meetings and Coordination Phase	\$30,000	Lump Sum
10.	Bid Assistance Phase	\$10,000	Lump Sum
11.	Limited Construction Phase Services	\$50,000	Lump Sum
Estimated Total (w/o expenses)		\$432,500.00	

Task	ALTERNATE SERVICES	Fee	Fee Type
12.	Roundabout Design	\$50,000	Lump Sum
13.	Traffic Impact Study	\$24,000	Lump Sum

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Village of Bradley.

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate



Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Peter Stoehr
B62AF530C49B4B9...
Peter Stoehr, P.E.
Project Manager

DocuSigned by:
Eric Tracy
B4E8ADE86B7D410...
Eric Tracy, P.E.
Associate

VILLAGE OF BRADLEY

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.