



AGENDA ITEM # 10A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

June 23, 2022

Item Title: Municipal Campus Landscape and Urban Design Services

Staff Contact: Jason M. Bielawski, Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a contract for professional services between the Village of Roselle and Gingko Planning and Design, Inc.

Executive Summary:

The Village's Comprehensive Plan adopted in 2016 was completed by Gingko Planning and Design, Inc (Gingko), which identified the municipal campus as an opportunity area for defining and developing distinct characteristics that would address the community's interest for a stronger sense of place by creating a central village square/village green area. Beginning in the fall of 2021, a working group of Village and Library representatives engaged with Gingko Associates in a visioning process for the municipal campus and library areas including adjoining areas of the Town Center. The key outcomes from the process were presented at the May 8, 2022 Village Board meeting. At the meeting, the Village Board endorsed starting design work for the Civic Plaza/Sparkle Lot and adjoining municipal property along Prospect Street including area adjacent to Village Hall.

Attached is a scope of work from Gingko for preliminary landscape and urban design that includes:

- Scope will only include Area 1
- Gingko will serve as prime consultant and lead project coordinator
- Confluence, a landscape architecture firm, will serve as Gingko's subconsultant
- 3 workshops and 4-5 virtual meetings will be held
- Deliverables include a preferred preliminary design, color renderings, 3D illustrations and other imagery, and a preliminary opinion of probable final design and construction costs
- Presentation of preferred design to the Village Board
- Estimated time to present preferred design is 2 months

Implications:

Is this item budgeted? No, but the project cost of \$49,000 will be expensed to the East Irving Park Tax Increment Financing Fund.

Any other implications to be considered? Upon the determination of the preliminary design and probable construction costs, we will use the upcoming Fiscal Year 2023 budget to discuss the timing of the next phase of work that would include a comprehensive final design, engineering, and construction documents.

Attachments:

Resolution

Gingko Scope of Work

RESOLUTION NO. 2022-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE VILLAGE OF ROSELLE AND GINGKO PLANNING AND DESIGN, INC.**

WHEREAS, the Village of Roselle has a satisfactory relationship for professional services with Gingko Planning and Design (Gingko) as Gingko has recently provided similar services when it completed a Conceptual Master Plan for Roselle's municipal campus and on the Village's Comprehensive Plan; and

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to continue utilizing the professional services from Gingko on the preliminary landscape and urban design project for the municipal campus; and

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Gingko Planning and Design, 10640 Penfield Drive, Orland Park, IL 60462 for professional services associated with the preliminary landscape and urban design for the Village of Roselle municipal campus.

NOW, THEREFORE, be it Resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, that:

SECTION 1: The foregoing recitals are incorporated herein as representing the intent of parties and as substantive provisions of this Resolution.

SECTION 2: The Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest to the Contract for Professional Services between the Village of Roselle and Gingko Planning and Design, Inc. attached hereto and incorporated herein by reference as if fully set forth as Exhibit "1".

SECTION 3: Village staff is directed to undertake any and all acts and procedures reasonably necessary to implement and administer the Contract.

SECTION 4: This resolution shall become effective upon its passage and execution.

ADOPTED this 13th day of June, 2022

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Gingko Planning and Design, Inc. (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide landscape and urban design services associated with the municipal campus area to the Village; and

WHEREAS, Consultant agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$49,000.00. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of 1 year terminating June 13, 2023, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18th Judicial

Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 20____.

VILLAGE OF ROSELLE
31 S. PROSPECT STREET
ROSELLE, IL 60172

GINGKO PLANNING AND DESIGN, INC.
10640 PENFIELD DRIVE
ORLAND PARK, IL 60462

BY: _____
Mayor

BY: _____
(INSERT)

ATTEST: _____
Clerk

ATTEST: _____



May 16, 2022

Mr. Jason Bielawski
Village Administrator
Village of Roselle
31 South Prospect
Roselle, IL 60172

RE: Draft Scope for Roselle Municipal Campus – Landscape and Urban Design

Dear Jason:

Thank you for considering Ginkgo and Confluence to prepare a scope for the next steps in implementing the Landscape and Urban Design elements of the municipal campus. Attached for your review and feedback is a draft high-level scope and fee proposal. Based on your feedback, we can provide a more detailed final scope and fee for elements that the Village would like to pursue.

We look forward to the opportunity to work on this exciting project.

Best regards,

Ferhat Zerin, FAICP
Principal
Ginkgo Planning & Design, Inc.
fzerin@ginkgoplanning.com

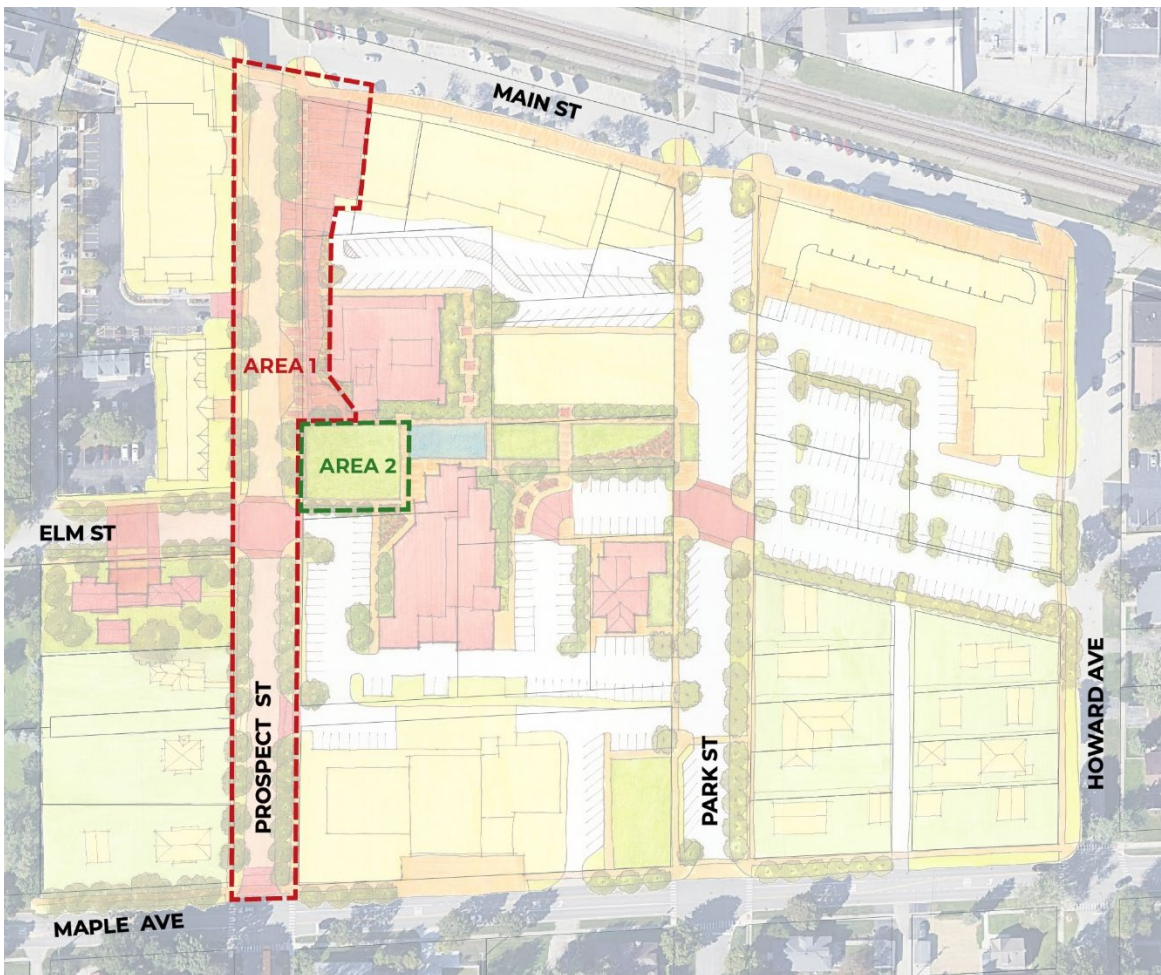
Cc: Matthew Strange, PLA, ASLA
Principal
Confluence
mstrange@thinkconfluence.com



Draft 5-16-22

Proposed Scope of Work PRELIMINARY LANDSCAPE & URBAN DESIGN FOR ROSELLE'S MUNICIPAL CAMPUS

The Village of Roselle, in collaboration with the Roselle Public Library, completed a Conceptual Master Plan for Roselle's municipal campus in the town center in May of 2022. This scope addresses potential tasks and fee for Preliminary Design of the landscape and urban design elements in **Area 1**, as shown on the map below. These include Prospect Street, Sparkles Plaza, and the Arts Walk connection to Village Hall. **Area 2**, the proposed Village Square, has been added as an optional item for the Village to consider as part of the Preliminary Design scope. This is a critical element that will define the heart of the campus and including this in the scope would offer design efficiency and consistency.





TEAM ROLES

- **Ginkgo Planning & Design, Inc. (Ginkgo), prime consultant:** Lead project coordination, assist the Village in establishing a Working Group, ensure that the Master Plan vision is translated into the Preliminary Design, collaborate with Confluence on developing the Preliminary Design.
- **Confluence, subconsultant:** Lead the development of options and rendered Preliminary Plans, 3D Illustrations, sections, and character images, and develop Preliminary Opinion of Probable Costs.

We understand that civil engineering services, including assistance in roadway, stormwater management, grading, and other infrastructure related issues will be provided by CBBEL on a separate contract with the Village.

ANTICIPATED TASKS

We anticipate the Preliminary Design to be developed in a series of working meetings with Village leadership and staff, including the following:

- **Kick-off Workshop 1 and Walking Tour**
 - Confirm scope and schedule, brainstorm design and programming ideas, share precedent images from examples
 - Walking Tour of the area
 - Confirm which elements the Village prefers to construct in the near term
 - Identify desired streetscape enhancements and extents of any needed roadway maintenance work
 - Coordinate with CBBEL and Village on any stormwater management efforts
- **Workshop 2: Present Draft Concepts**
 - Based on Village feedback, develop 3 concepts that showcase different ideas and programming opportunities
 - Identify preferred design ideas to incorporate into a preferred plan
 - Preliminary streetscape furnishings and materials selections
- **Workshop 3: Present Preferred Plan**
 - Develop the preferred Preliminary Design, color rendered plan, 3D Illustrations, sections, and character images
 - Develop Preliminary Opinion of Probable Costs
- **Board Presentation: Final Plan**
 - Revise Preferred Plan based on Village feedback and develop Final Plan
 - Prepare presentation materials for Village Board presentation

We anticipate 4-5 interim virtual meetings with the Village through the process as needed.

DELIVERABLES

Preliminary Design Document in letter sized pdf format to include:

- Color rendered Preliminary Plan
- 3D Illustrations
- Cross sections
- Character images from examples
- Preliminary Opinion of Probable Costs

Area 1 Estimated Fee & Expenses

Ginkgo:	\$8,000.00
Confluence:	\$39,000.00
Expenses:	\$2,000.00
TOTAL:	\$49,000.00