

Memorandum
Community Economic Development Department



To: Thomas Thomas, City Manager
Subject: ITEP Program Application
Date: April 12, 2016

CED staff is requesting Council approval to submit an application to the Illinois Department of Transportation for funding through the Illinois Transportation Enhancement Program (ITEP) to implement the 2nd Avenue woonerf project recommended in the *Downtown Revitalization Plan*. The ITEP program is federally funded by the new transportation bill, Fixing America's Surface Transportation Act (FAST). The woonerf project is eligible for funding under the Landscape/Streetscape and other Scenic Beautification program category and supports the ITEP goal of allocating resources to well-planned projects that provide and support alternative modes of transportation.

ITEP is a reimbursement program that will provide up to 80% of costs for preliminary engineering, construction engineering, utility relocations, and construction costs with a 20% local match. The maximum award under this program is \$2 million. The deadline for applications is June 17, 2016.

To apply, the City must submit an accurate cost estimate prepared by a qualified engineering or architectural firm for the types of work involved with the enhancement project. To meet this requirement, CED staff requested an estimate for professional services from Shive-Hattery to complete the preliminary design plans for the project. Under this agreement Shive-Hattery will prepare a design rendering of the proposed woonerf and streetscape enhancements as well as the required Engineer's Opinion of Probable Construction Cost for use in the grant submittal.

RECOMMENDATION: CED staff recommends adoption of the enclosed Resolution identifying the City's intention to submit an application to Illinois Department of transportation for ITEP funding for the woonerf project. CED staff further recommends approval of the enclosed professional services agreement between the City and Shive-Hattery. Such approval authorizes the City Manager to execute said agreement subject to minor attorney modifications.

Submitted by: Jeff Eder, CED Director
Brandy Howe, Urban Planner

Approved by: Thomas Thomas, City Manager

RESOLUTION ____-2016

- WHEREAS,** on December 4, 2015, a new federal transportation bill, Fixing America’s Surface Transportation Act (“FAST”), was signed into law which provides funding to the Illinois Department of Transportation through the Illinois Transportation Enhancement Program (“ITEP”); and

- WHEREAS,** the goal of ITEP is to support alternative modes of transportation, enhance the transportation system through preservation of visual and cultural resources, and improve the quality of life for members of communities; and

- WHEREAS,** the City of Rock Island (“the City”) sees an opportunity in the ITEP program as a potential funding source to implement a key project identified in the Downtown Revitalization Plan (“the Plan”); and

- WHEREAS,** the Plan, adopted by the City on May 18, 2015, established a vision for the downtown and identified a number of goals and priority projects to achieve that vision; and

- WHEREAS,** the Plan is a product of an extensive public outreach process that sought input from a variety of stakeholders including residents, business owners, developers, downtown visitors, and elected and appointed officials; and

- WHEREAS,** reconstruction of 2nd Avenue between 17th and 19th Streets and 18th Street from 1st and 2nd Avenues as a woonerf (or “living street”) was identified as a catalyst project to be completed by the City within 0 to 2 years of the adoption of the Plan; and

- WHEREAS,** after careful review of the ITEP program requirements, the City has determined that the woonerf project meets the above identified ITEP program goal and the eligibility criteria of the program’s Landscape/Streetscape and Other Scenic Beautification program category; and

- WHEREAS,** the ITEP program is a reimbursable program that would provide up to 80% of eligible project activities and, if awarded, would provide the City with the adequate financing to fill the gap to make implementation of the woonerf project feasible within the timeframe for completion as identified in the Downtown Revitalization Plan.

NOW, THEREFORE BE IT RESOLVED, that the City of Rock Island shall submit an application for ITEP funding and, if awarded, the City authorizes the 20 percent matching funds to complete the eligible program activities.

PASSED: _____

Dennis E. Pauley, Mayor
City of Rock Island, Illinois

APPROVED: _____

ATTEST: _____

Aleisha Patchin, City Clerk
City of Rock Island, Illinois

April 11, 2016

City of Rock Island
Attn: Ms. Brandy Howe
1528 3rd Avenue
Rock Island, Illinois 61201

PROJECT NAME: Downtown Streetscape Masterplan Exhibits for 2nd Avenue from 17th to 19th Street and 18th Street from 1st to 2nd Avenue

Dear Ms. Howe:

We look forward to assisting the City of Rock Island by providing landscape architecture, planning and engineering services for the above referenced project. Included in this Work Authorization Agreement are a general description of the work and a scope of services that Shive-Hattery will provide to assist the City with the project.

PROJECT DESCRIPTION:

This project includes preparation of a streetscape master plan for enhancing pedestrian and vehicular connections and improved visual aesthetics in the 2nd Avenue from 17th to 19th Street and 18th Street from 1st to 2nd Avenue corridor downtown Rock Island. The project documents will show underground and above ground utilities as provided by the City of Rock Island. Project area is shown in Exhibit A. We anticipate two intensities of streetscaping; the most intense/concentrated streetscaping will incorporate the woonerf concept, and the other option will be a less intense treatment with parallel parking shown in the project area. The enhancements will be developed to provide an inviting downtown for visitors and create a visual identity for the project area. The final document will be a rendering of the proposed option and an Engineer's Opinion of Probable Construction Cost for the enhancements for the City of Rock Island to use for their submittal for an ITEP grant.

SCOPE OF SERVICES:

We will provide the landscape architecture, planning and engineering services for this project. These services will consist of the following tasks:

Preparation of Concept Plans:

- a. Gather information to create a base map.
- b. Review long range plans for the area as provided by the City of Rock Island.
- c. Conduct a field visit to review existing site conditions.
- d. Develop concepts for review and comment. The alternatives will be hand-drawn on reproducible paper. A maximum of two (2) alternatives will be drawn. Example photographs of elements included in the alternatives will also be provided.
- e. Prepare an engineer's opinion of probable construction cost for each alternative.
- f. Meet with City staff to review the Alternative Plans (meeting 1).
- g. Incorporate comments from meeting 1 into one (1) final concept.
- h. Meet with City staff to review final plan and opinion of cost (meeting 2).
- i. Incorporate any comments from meeting 2 to finalize the plan and update the opinion of probable construction cost.



- j. Present final deliverables to the City for their use in the ITEP Grant application.

Deliverables include:

1. Map outlining subject area (PDF)
2. Plan showing possible pedestrian and vehicular connections (PDF)
3. Site plan view showing proposed improvements (PDF)
4. Rendering of the preferred plan (assumes a rendering for each block) (3 total) (PDFs)
5. Cost opinion for proposed plan (PDF)

CLIENT RESPONSIBILITIES:

It will be your responsibility to provide the following:

1. Identify participants to be part of the City staff group for reviewing the streetscape plan.
2. Identify an individual responsible for making decisions regarding plan development and final plan.
3. Evaluate condition of existing utilities and price repairs/replacements as needed.

ASSUMPTIONS:

1. The area to be designed is from face of building to face of building on 2nd Avenue from 17th to 19th Street and 18th Street from 1st to 2nd Avenue.

ADDITIONAL SERVICES:

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal.

1. Topographic survey of the project area.
2. Revisions to the final plan after approval of the plan by the City Staff.
3. Preparation of design development, construction drawings and bidding documents for the project area.
4. Assistance with bidding and letting.
5. Construction services.

SCHEDULE:

We will complete our scope of services based on the scope of service items schedule below:

- Items A-F Three (3) weeks after notice to proceed
- Meeting 1 Week of May 2, 2016
- Items G-H Two (2) weeks meeting 1
- Meeting 2 Week of May 23, 2016
- Items I-J Two (2) weeks after meeting 2
- Final Cost Opinion and plan Week of June 3, 2016

COMPENSATION:

We will provide the Scope of Services for this project for the fee of \$13,000. The terms of this proposal are valid for 30 days from the date of this proposal.

AGREEMENT:

This proposal shall become the Agreement for Services when signed and dated by both parties. Please return a signed copy to us in the enclosed green envelope.

We look forward to working with the City of Rock Island on this project. If you have any questions regarding this Work Authorization, please feel free to contact us at (800) 798-7650 or (309) 764-7650.

Sincerely,

SHIVE-HATTERY, INC.

Greg Schaapveld, P.E.
gschaapveld@shive-hattery.com

Jennifer R. Radloff, Project Manager
jradloff@shive-hattery.com

CITY OF ROCK ISLAND

BY _____

BY _____

JRR

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or

component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the

CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

No party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

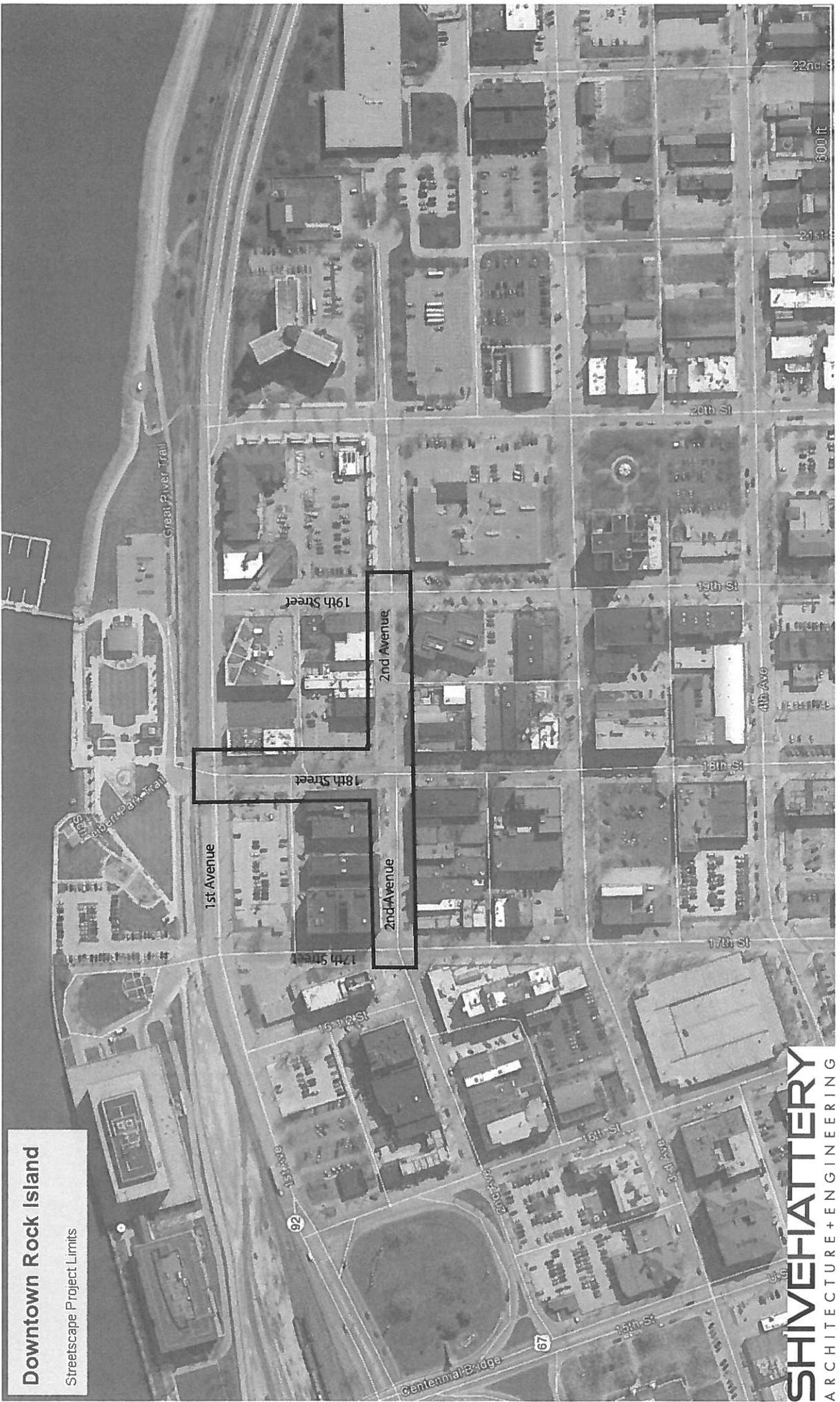
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement. The CLIENT representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.



Downtown Rock Island
Streetscape Project Limits