RESOLUTION R 24-22

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE FEASIBILITY STUDY ANALYSIS AND SPACE NEEDS ASSESSMENT FOR A JOINT PUBLIC SAFETY FACILITY EXPANSION PROJECT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and TRIA Architects regarding professional services related to the Fleet Services Facility Expansion Project as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said Agreement;

NOW. THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 5th day of May, 2022, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello, and Bachner

Nays: None.

Absent: None.

Approved by me this 5th day of May, 2022.

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Village President

ATTEST:

Elizabeth Brezinski Village Clerk



April 20, 2022

VIA E-MAIL (16) Page(s) Inclusive goldsmithc@villageoflombard.org

Carl Goldsmith, Director of Public Works (OWNER) Village of Lombard 255 E Wilson Ave Lombard, Illinois 60148

Re: Fleet Services Additions and Renovations 255 E Wilson Ave, Lombard, Illinois 60148 **Proposal for Professional Services**

Dear Mr. Goldsmith:

It was a pleasure talking with you about your design needs. We thank you for selecting us through the RFQ process and the opportunity to work with you again. We have reviewed the project and understand the scope of services. We feel that our experience with similar projects and our dedication to exceptional design and service will blend in perfectly with this project. We have described our scope of services below.

PROJECT UNDERSTANDING:

I. TRIA Architecture (TRIA) will complete all Architectural Design for you (OWNER), as described herein. This proposal is based on the following key components:

A. Design the additions and renovations to the existing Fleet Services facility on the Public Works campus.

1. The design of approximately 3,000 s.f. of renovations to the existing maintenance bays, parts and office areas.

2. The design of an approximately 8,000 s.f. addition to the fleet services facility to include storage, fluids, two (2) maintenance bays, one (1) wash bay and outdoor covered storage.

3. The design of renovations to the site to include:

a. The replacement and relocation of the existing concrete retaining walls on the south end of the property to accommodate the new design.

b. The removal of the existing outdoor storage structure.

c. The relocation of the south driveway.

d. Asphalt pavement renovations and grading on the south end of the property.

II. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527 Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304 Company Main: 630.455.4500 Fax: 630.455.4040

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DESIGN PHASE SERVICES:

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I. TRIA will generally field verify all relevant existing conditions for the renovation areas only. No field verification of the remainder of the facility or site is included in this proposal.

II. TRIA will meet with the OWNER to review the program.

A. We will provide one (1) round of Schematic Design (SD), before proceeding to DD and CD phases.

1. The OWNER shall review the documents at the end of each phase, and if acceptable, will provide a sign-off authorizing TRIA to proceed to the next phase.

B. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal.

III. TRIA will prepare estimates of probable cost during each of the design phases.

A. A Schematic Design estimate of construction cost will be provided for the final Schematic Design option.

1. All estimates based on the drawings will be schematic or based on general s.f. costs for the purposes of master planning.

B. A more detailed estimate of construction cost will be prepared at the end of Design Development and at 50% Construction Documents.

IV. TRIA will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's).

A.The OWNER will apply for the permit and coordinate the permit process.

B.The OWNER will be responsible for all required permitting fees.

C.TRIA will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of services.

D. Because of the undetermined length and number of additional meetings required to receive Village Zoning approval, TRIA will prepare any submittal materials required (above and beyond those required for bid and permit) and attend any zoning meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

V. TRIA will design the Civil (C.) renovations to the site as required to accommodate the new design, including:

A. Design the geometrics and grading for the relocated entry drive and adjacent asphalt paving areas

B. It is assumed that no stormwater management design is required for this site, therefore no design work is included in this proposal.

1. TRIA will prepare a stormwater permit application for submittal to the Village and DuPage County.

2. TRIA will calculate the volume for the Post-Construction Best Management Practices (PCBMP) as required to meet the DuPage County stormwater requirements.

3. TRIA will design the BMP feature as required to meet the

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requirements of the ordinance.

C. TRIA will design the renovation of the existing utility connections to the building.

1. It is assumed that all existing utilities (Water, Sewer, Gas, Electric, Storm) to the existing building are adequate, therefore no new utility main design work is included in this proposal.

2. TRIA will design any utility relocations required to relocate the south entrance drive.

D. TRIA will design the Mechanical (M) systems as required to accommodate the new design, including:

1. The Heating, Ventilation and Air Conditioning (HVAC) systems for the additions and renovations, including:

a. Heat and Air-conditioning for the office.

b. Heat, ventilation and air circulation (fans) only for the storage and maintenance areas.

c. Expansion of the existing vehicle exhaust extraction system for the fleet maintenance area addition.

E. TRIA will design the renovations to the existing Electrical (E.) system for the facility, including:

1. All lighting and general power for the additions and renovations.

2. Renovations to the existing fire alarm system to accommodate the new design.

3. Replacement of the existing backup generator for the Public Works building.

4. The OWNER shall coordinate the new low voltage utility entrances (Voice, Data, Internet, Security Alarm, Security Camera, Security Access, Television) to the Facility.

5. No specialized engineering (Voice, Data, Internet, Security Alarm, Security Camera, Security Access, Television) design is included in this proposal.

a. All conduit and junction box locations shall be designed for wiring and trim to be provided by others.

F. TRIA will design the renovations to the existing Plumbing (P.) system for the facility, including:

1. Renovations to the existing natural gas, domestic water and sanitary sewer in the building.

2. A Triple Basin Grease Interceptor for the addition.

3. Equipment for the wash bay to include an undercarriage wash system and a power washer.

a. An automatic vehicle wash system is not included in this proposal.

4. Compressed air piping system for the fleet services areas.

a. The OWNER will specify and purchase the compressor under separate contract.

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5. Design of a fluid deliver system for vehicle fluids and lubricants.

G. TRIA will design the renovations of the existing Fire Protection (FP.) sprinkler system for the additions and renovations.

VI. TRIA will design the Structural (S.) systems as required to accommodate the new design.

A. No specialized structural investigations or designs are included in this proposal.

VII. TRIA will design a roofing system that best suits the building.

VIII. TRIA will design the additions and renovations to the existing Landscape Architecture (L.) as required to accommodate the new design and meet the Village ordinances.

BIDDING PHASE:

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I. TRIA will assist the OWNER with all bidding, soliciting contractors, Requests for Information (RFI's), pre-bid meeting, bid opening, negotiation, and evaluation of the lowest apparent bidder.

II. TRIA will process the AIA contract for the general contractor.

A. AIA Owner-Contractor contracts will be forwarded to the OWNER's attorney for review during design.

CONSTRUCTION OBSERVATION PHASE:

I. TRIA will assist the OWNER with construction observation as per the fee schedule below.

II. TRIA will provide up to two (2) shop drawing reviews of items within our scope of services and responding to requests for information (RFI) to clarify items within our scope of services.

III. TRIA will review, process and track any change order requests for OWNER review. **IV.** TRIA will review all contractor pay requests. The OWNER will review all certified payroll and lien waivers for accuracy.

V. All scheduled services cease 60 days after the date of substantial completion set in the specifications.

VI. Construction Observation is based on a forty (40) week construction duration.

VII. TRIA – Project Management

A. Provide up to one (1) site visit per week on average for duration of project during on-site activities.

B. Attend weekly Owner/Architect/Contractor (OAC) meetings.

VIII. Civil Engineer

A. Provide up to eight (8) site visits during construction (inclusive of Punch-list and Punch-list verification) during on-site activities.

IX. Landscape Architect

A.Provide up to five (5) site visits during project (inclusive of Punch-list and Punch-list verification) during on-site activities.

X. Structural Engineer

A. Provide up to five (5) site visits during project (inclusive of Punch-list and

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- Punch-list verification) during on-site activities.
- XI. Mechanical, Electrical, and Plumbing Engineer
 - **A.** Provide up to five (5) site visits during project (inclusive of Punch-list and Punch-list verification) during on-site activities.

GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - **A.** An electronic copy of the existing facility (also showing all utility locations, M.E.P.FP. equipment details and sizes), if available.
 - 1. All building covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
 - **B.** An ALTA, Topographic and Plat of Survey of the existing property (also showing all utility locations and sizes).
 - 1. All site restraints such as deed restrictions and covenants, if any, are to be provided to TRIA prior to the start of services.
 - C. The most current Hazardous Material reports (lead, asbestos, etc.) for the facility, if any.
 - **D.** Security, communications, and data systems designs and specifications for incorporation into the Construction Documents.
 - E. Soil testing reports for use by our Structural and Civil engineers.
 - 1. TRIA will provide locations and depth of requested soil borings.
 - F. Material Testing during construction.
- II. Items excluded from this proposal:
 - A. Furniture, Fixture and Equipment (FF&E) Design.
 - B. Environmental Assessments, Mitigation, Or Clean-Up.
 - C. Traffic Studies.
 - D. Tree Survey.
 - E. Alternate Bid Designs.
 - F. Value Engineering.
- III. This proposal is based upon attendance at up to eight (8) OWNER/design meetings, one (1) pre-bid meeting, one (1) bid opening, forty (40) construction observation field visits/meetings (based on a 10 month construction schedule), and two (2) punch list walk-throughs.
 - A. Because of the undetermined length and number of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

This proposal references and includes the AIA Document B101 (2017 edition) - Standard Form of Agreement between Owner and Architect, Articles two, three, five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

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As discussed, our goal is not just to complete this project, but also to continue our relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. If this proposal is acceptable, please execute all of the yellow highlighted areas and send the entire proposal back to our office. TRIA Architecture and I look forward to your direction and working with you.

FEE SCHEDULE

BASE BID PROPOSAL: Architectural Design services as described above for a Lump Sum Fee of \$285,700.00.

Fee Break Down:

- Architectural Design services: \$130,650.00
- Civil Engineering Design services \$63,150.00
- Mechanical, Electrical, Plumbing and Fire Protection Engineering Design services \$51,900.00
- Structural Engineering Design services \$27,350.00
- Landscape Architecture Design services \$12,650.00

OPTIONAL ADDITIONAL DESIGN FEES:

- □ _____ (Initial) Bidding and Negotiations Services as described above, For an Additional Lump Sum Fee of \$6,800.00.
- □ _____ (Initial) Construction Observation Services as described above, For an Additional Lump Sum Fee of \$85,800.00.

2022 HOURLY RATES

(For services above and beyond our scope of services listed above):

Principal Architect	\$210.00
Associate Architect	\$180.00
Architectural Associate	\$170.00
Senior Staff Architect / Senior Interior Designer	\$160.00
Staff Architect II / Interior Designer II	\$150.00
Architectural Staff II	\$150.00
Staff Architect I / Interior Designer I	\$140.00
Senior Architectural Staff	\$140.00
Architectural Staff	\$130.00
Graphic Designer	\$125.00
Architectural Intern / Interiors Intern	\$120.00
Administrative Assistant	\$100.00

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Approved by (Sign / Print):

Title:

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Sincerely,

TRIA ARCHITECTURE, INC. Ronald E McGrath, AIA, LEED AP Principal Architect

REM/jp

Attachments: OWNER provided preliminary plans with TRIA notes

File Name: MRK.PRP.042022.LombardFleetServices.docx

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Date: _____

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Proposed Second Floor Demolition Plan

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Carl Goldsmith, Director of Public Works **Proposal for Professional Services** Fleet Services Additions and Renovations 255 E Wilson Ave, Lombard, IL 60148 April 20, 4022 Page 8 of 8

TERMS AND CONDITIONS

I. If TRIA is requested to perform any onsite visits during construction, the OWNER or Contractor will obtain General Liability Insurance during construction and name TRIA as additional insured.

II. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.

III. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.

IV. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.

V. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.

VI. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.

VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.

VIII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.

IX. If the services covered by this proposal have not been completed within eighteen (18) months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

X. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA

XI. To the fullest extent permitted by law, and not withstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance limits.

XII. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.

XIII. Hourly rates are subject to change at the beginning of every calendar year.

XIV. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.

XV. All reimbursables will be forwarded with a 1.1 multiplier factor. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.

XVI. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

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