

**RESOLUTION**  
**R 35-08 08**

**A RESOLUTION AUTHORIZING SIGNATURE  
OF PRESIDENT AND CLERK ON A FACILITY NEEDS ASSESSMENT STUDY  
AGREEMENT WITH PSA-DEWBERRY, INC.**

WHEREAS, the Corporate Authorities of the Village of Lombard has received a an Agreement for the Provision of Limited Professional Services between the Village of Lombard and PSA-Dewberry, Inc. regarding a Facility Needs Assessment Study of Village Hall & Police Facilities, Fire Stations and Public Works Facilities, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such 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 Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this 4 day of October, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick, Soderstrom


Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 4 day of October 2007.

  
William J. Mueller  
Village President

Attest:

  
Brigitte O'Brien  
Village Clerk



**PSA – DEWBERRY INC.**  
**Agreement for the Provision of Limited Professional Services**

**PSA-D Office Address:** 40 Shuman Boulevard, Suite 175  
Naperville, Illinois 60563-8465

**Client:** Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60148-3931

**Attn:** David A. Hulseberg, Assistant Village Manager/ Director of Community Development

**Date:** September 18, 2007

**Project Name/Location:** Facility Needs Assessment Study of Village Hall & Police Facilities,  
Fire Stations and Public Works Facilities for the Village of Lombard, Illinois

**Scope/Intent and Extent of Services:**

A Facility Needs Assessment Study will be completed to analyze the current building & site conditions and current & future space needs for use in developing concept design alternates to meet the space needs for a Village Hall, Police Department, Fire Department, and Public Works Department. This study will also address outdoor space needs of each department. The tasks described herein are included to further define the scope of work provided by PSA-Dewberry Inc. to the Village. Options will include preliminary planning concept drawings. The completed Facility Needs Assessment Study Report will provide information Village leaders can use to make informed decisions regarding the best options to meet current and future needs.

**WORK SCOPE**

PSA-Dewberry Inc. (PSA-D) will complete and deliver copies of a Facility Needs Assessment Study, Final Report document, to the Village of Lombard, which addresses the following tasks:

1. **Project Initiation**

Before work begins, a Project Initiation meeting will be held to set the foundation for the Needs Assessment Study Project. The intent of this session will be to assemble key persons with the Village along with members of the PSA-D Team at the outset of the project to:

- (a) Review overall project objectives.
- (b) Discuss the work plan for the project.
- (c) Review roles of the participants.
- (d) Discuss the participant's views on needs and opportunities the project will respond to.
- (e) Establish study priorities.

***Deliverables:***

1. Written notes subsequent to meeting that identify roles and responsibilities of team members.
2. Documentation of the project priorities that will be the measures of project success.





2. **Building Planning Criteria**

The intent in this task is to look to the future and consider increases in Village staff and functions associated with the buildings that will be primary determinants of space needs. PSA-D will evaluate:

- (a) Village population projections, historical staff growth and future staff growth.
- (b) Current and future organization of each department and the services or functions needed by each department.

*Deliverables:*

- 1. Documentation of statistics that record historical and future projections of Village population and Village staff in each department to be accommodated by new facility planning.

3. **Existing Facility and Site Utilization and Condition Analysis.**

PSA-D will analyze the existing Village Hall, Police Department, Fire Stations, and Public Works Facility Inventory in terms of:

- (a) Departmental space allocation, functional adjacencies, and operational flows.  
PSA-D will create electronic drawing files of each building based on drawings and documentation provided to us by the Village. NOTE: The Village understands the fee is based on the reasonable accuracy and completeness of drawings and documentation provided, if substantial field verification is required, then additional hours and fees will be required by PSA-D for this task.
- (b) PSA-D will assess the current condition of the buildings and building systems to include structural, HVAC, plumbing, electrical and building envelope observations. This task will record findings and make recommendations regarding suitability for remodeling, reuse and expansion.

*Deliverables:*

- 1. Simple graphic representation of existing department size and adjacencies.
- 2. Written description prepared by each A/E discipline of building system(s) condition, including a roofing condition opinion of the current Village Hall & Police Facilities, and a recommended focused testing procedure for indoor air quality at the Village Hall Facility.

4. **Current & Projected Space Needs**

PSA-D will create a department by department and room-by-room analysis of Village departments space needs and apply a proven net-to-gross square footage multiplier to determine the building size needed.

- (a) We will gather information to project space needs using questionnaires and follow up interviews with each workgroup and a series of work sessions with Village Staff to review progress and come to a consensus regarding space needs.
- (b) We will analyze the information received from questionnaires and interviews in light of the overall project needs and in comparison with available resources, opportunities for multi-use, and comparison with similar projects in other communities.
- (c) We will sketch space diagrams in the work sessions with building users.

*Deliverables:*

- 1. Spreadsheet file with line item for each space to be planned for along with space description remarks that define intended use of spaces.
- 2. Department space adjacency diagrams

5. **Parking Needs**

Municipal buildings and public safety facilities are often very vehicle-intensive. There is need to accommodate many types of vehicles including employee vehicles, public visitors, city vehicles, and others with various degrees of security protection. Vehicle accommodations will consume large parts of the site. Accurate assessment of vehicle needs is an important part of the planning process. PSA-D will determine and document parking needs.

*Deliverables:*

- 1. Spreadsheet file indicating parking needs for each department grouped together with like vehicle-types in a format that is readily usable for preparing site planning drawings.



6. **Campus Site and Alternate Site Evaluation and Master Planning**

In this task, up to five planning diagrams will be created for current village sites to verify that functional needs, circulation needs and storm water management needs can be met on the sites reviewed. The resulting planning diagrams are useful in confirming project scope, evaluating site plan alternatives and reaching consensus on a preferred concept.

*Deliverables:*

1. Annotated color graphic overlaid on aerial site photograph.

7. **Preliminary Conceptual Drawings**

This work applies space needs, adjacency diagrams and optimized building circulation patterns to create conceptual drawings depicting design alternatives. These floor plan diagrams allow consensus regarding a successful concept solution to be reached in the context of client work sessions. PSA-D will create two alternatives for each building from which a preferred concept will be selected by the Village. These drawings will also illustrate a preliminary construction staging plan that will enable the Village to maintain its role in providing services during the period of construction.

*Deliverables:*

1. Scaled graphics will be prepared that show adjacencies between departments in floor plan view. These drawings are intended to indicate optimized adjacencies and building footprint configuration in response to conditions of the proposed site configurations.

8. **Preliminary Project Cost of Construction and Project Budgets**

A cost estimate based on space quantity, floor plan, conceptual drawings and site plan conceptual drawings will be prepared for each alternative, to establish the construction and project budgets.

*Deliverables:*

1. Square foot estimate for each facility that documents construction cost and project cost in a format that enables comparison of alternatives by the Village staff.

9. **Energy Conscious Design**

PSA-D will identify opportunities for energy-conscious design in each project. We will describe strategies for the design team to employ to achieve the level of energy efficiency desired by the Village. We will prepare an estimate of the cost of various energy saving systems.

*Deliverables:* Written energy-conscious design strategy. Construction cost estimate of energy saving upgrades.

10. **Alternate Public Works Site Evaluation**

This task will evaluate and consider alternatives that relocate Public Work functions away from the Village Hall site. This evaluation and consideration will be based on current and projected space needs and parking needs determined in Task 4 and 5. By locating Public Works away from the Village Hall site, more space may be available to address needs of the Public Works Department that are currently unmet. This work effort may consider a candidate site or sites not currently owned by the Village in order to determine the best alternative available to the Village to meet current and long term needs of the Public Works Department to serve the residents of Lombard. This work task may be documented in the form of a separate appendix since this information may be part of a property acquisition and will therefore be confidential.

*Deliverables:* Written description of alternatives considered and conclusions reached along with colored, Concept Design drawings to scale that illustrate alternatives considered.





**Fee Arrangement:**


**A. Basic Fees:**

The Village will pay the consultant an amount not to exceed \$106,190. inclusive of reimbursable non-direct expenses. The Village will only be billed for services performed. This shall include reimbursable non-direct expenses. Any additional services performed in excess of the preceding scope of work and upon the mutual agreement by the Village and PSA-Dewberry may result in an increase to this contract amount.

**B. Reimbursable Non-Direct Expenses:**

No additional compensation beyond the Not-to Exceed fee is anticipated for local mileage. Document printing for Draft Report shall be limited to twelve (12) copies and an additional twelve (12) copies for the Final Report.

**Offered by:**

  
Signature  
Dean Roberts AIA, Sr. Principal  
Printed Name/Title

9/19/2007

Date



9/19/2007

Date

Signature  
Peter Crawford AIA, Director: Naperville Office  
Printed Name/Title

**Accepted by:**

Signature

Date

Printed Name/Title

**Terms and Conditions**

The Client requests and authorizes PSA – Dewberry Inc. to perform the services outlined in this agreement for the stated fee arrangement.

**Standard of Care:**

Services performed by PSA – Dewberry Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

**Access to Site:**

Unless otherwise stated, PSA – Dewberry Inc. will have access to the site for activities necessary for the performance of the services.

**Direct Expenses:**

PSA – Dewberry Inc.'s Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, computer services, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by PSA – Dewberry Inc.. A service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to PSA – Dewberry Inc.'s compensation when invoicing Client.

**Billings/Payments:**

Invoices for PSA – Dewberry Inc.'s services shall be submitted, at PSA – Dewberry Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Payments by the Village shall be made in accordance with the Local Government Prompt Payment Act.

**Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless PSA – Dewberry Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of PSA – Dewberry Inc..

**Termination of Services:**

This agreement may be terminated on 30 days' written notice, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, PSA – Dewberry Inc. will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

**Interpretation:**

The law of the state of Illinois shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The venue relative to any litigation relative to the Agreement shall be in DuPage County, Illinois."



**STANDARD HOURLY RATE SCHEDULE**

**EFFECTIVE 7-1-07\***

<u>JOB CLASSIFICATION</u>	<u>BILLING CODE</u>	<u>HOURLY RATES</u>
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Sr. Planner/Designer	Principal	180
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Architectural Designer	Architect VI - VII	120-130
Sr. Project Architect	Architect VII - VIII	130-145
Project Architect	Architect V - VI	110-120
Architect	Architect III - IV	85-95
Sr. Architectural Tech.	Architect II	75
Architectural Tech.	Architect I	65
Sr. Project Engineer	Engineer IX	170
Project Engineer	Engineer VII - VIII	140-155
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Sr. Interior Designer	Interior Designer III - IV	95-110
Interior Designer	Interior Designer I - II	55-75
Project Representative	Resident Observer I - II	90-125
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Specification Writer	Architect VIII	145
Technical Assistant	Tech. Assist. I - IV	40-75

\*Rates subject to change annually on July 1



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**B. Reimbursable Non-Direct Expenses:**

No additional compensation beyond the Not-to Exceed fee is anticipated for local mileage. Document printing for Draft Report shall be limited to twelve (12) copies and an additional twelve (12) copies for the Final Report.

**Offered by:**

Signature  
Dean Roberts AIA, Sr. Principal  
Printed Name/Title

9/19/2007

Date

Signature  
Peter Crawford AIA, Director: Naperville Office  
Printed Name/Title

9/19/2007

Date

**Accepted by:**

Signature

Date

Printed Name/Title

**Terms and Conditions**

The Client requests and authorizes PSA – Dewberry Inc. to perform the services outlined in this agreement for the stated fee arrangement.

**Standard of Care:**

Services performed by PSA – Dewberry Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, and document or otherwise.

**Access to Site:**

Unless otherwise stated, PSA – Dewberry Inc. will have access to the site for activities necessary for the performance of the services. PSA-D will be responsible for the cost to repair damages, if damages occur as a result of activities performed by PSA-D.

**Direct Expenses:**

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Invoices for PSA – Dewberry Inc.'s services shall be submitted, at PSA – Dewberry Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Payments by the Village shall be made in accordance with the Local Government Prompt Payment Act.



**Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless PSA – Dewberry Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of PSA – Dewberry Inc..

The Contractor shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**Insurance:**

(A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:

1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Professional Liability - \$1,000,000.00;
4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
5. Umbrella Coverage - \$1,000,000.00

(B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insured's (except on policies for professional liability). Such insurance shall be primary with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy shall not be canceled, expired or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies and shall provide that all insurance policies provided by the contractor shall be primary to any insurance policies maintained by the Village. The Contractor shall require subcontractors, if any, not protected under the Contractor's policies, to secure and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor. Proof of said insurance shall be furnished to the Village.

**Ownership of Documents:**

Upon receipt of final payment for services, the documents produced by PSA – Dewberry Inc and submitted to the Village under this agreement shall become the property of the Village.

**Termination of Services:**

This agreement may be terminated on 30 days' written notice, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, PSA – Dewberry Inc. will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

**Interpretation:**

The law of the state of Illinois shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The venue relative to any litigation relative to the Agreement shall be in DuPage County, Illinois."



## STANDARD HOURLY RATE SCHEDULE

EFFECTIVE 7-1-07\*

<u>JOB CLASSIFICATION</u>	<u>BILLING CODE</u>	<u>HOURLY RATES</u>
Principal	Principal	\$180
Sr. Planner/Designer	Principal	180
Sr. Project Mgr.	Architect VIII - IX	145-170
Project Mgr.	Architect VII	130
Sr. Architectural Designer	Architect VIII - IX	145-170
Architectural Designer	Architect VI - VII	120-130
Sr. Project Architect	Architect VII - VIII	130-145
Project Architect	Architect V - VI	110-120
Architect	Architect III - IV	85-95
Sr. Architectural Tech.	Architect II	75
Architectural Tech.	Architect I	65
Sr. Project Engineer	Engineer IX	170
Project Engineer	Engineer VII - VIII	140-155
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Sr. Interior Designer	Interior Designer III - IV	95-110
Interior Designer	Interior Designer I - II	55-75
Project Representative	Resident Observer I - II	90-125
Estimator/Value Engineer	Architect VI	120
Specification Writer	Architect VIII	145
Technical Assistant	Tech. Assist. I - IV	40-75

\*Rates subject to change annually on  
July 1

