



November 6 14, 2012

VIA HAND DELIVERY

(5) Page(s) Inclusive

Mr. Tom Ellis, Operations Superintendent
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148

Re: Village of Lombard – New Garfield Site - Maintenance Facility
1135 N. Garfield St., Lombard, Illinois 60148
Architect's Project Number: 2012MRK10
Proposal for Professional Services - REVISED

Dear Mr. Ellis:

It was a pleasure talking to you about the potential Garfield Site - Maintenance Facility project in Lombard, Illinois. We thank you for the opportunity to work with you. We have reviewed the project and understand the scope of work. 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 work below.

This proposal is based on the following:

- I. Tria Architecture will complete all Architectural Design work for you (Owner), as described herein. This proposal is based on the work necessary to design a new 2,400 s.f. maintenance facility as per the Village of Lombard RFQ dated October 4, 2012.
- II. The Owner will provide an electronic (AutoCAD) copy of the existing Topographic and Plat of Surveys (also showing all utility locations and sizes). All deed restrictions, rules, covenants, etc., if any, are to be provided to Tria Architecture prior to the start of design.
- III. Tria Architecture will work with the Client to determine the building design per the Municipality's Zoning and Building codes and define a Space Plan using the Tenant's program requirements. It is assumed that the project does not require any rezoning or zoning variances.
- IV. Tria Architecture will work with the Client to determine one (1) Schematic Design Space Plan and Exterior Elevation option for the new design based on the Owner's program requirements. We will provide one (1) round of design revisions on one (1) of the options before proceeding to Design Development. 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.

TRIA ARCHITECTURE

901 McClintock, Suite 100, Burr Ridge, Illinois 60527
Phone: 630.455.4500 Fax: 630.455.4040
www.TriaArchitecture.com

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V. The Schematic Design Space Plans will be the basis for the Design Development and Construction Documents Phases. Once a final Schematic Design is signed-off on by the Owner, Tria Architecture will develop a full set of construction documents for permitting and construction.

VI. Tria Architecture will design the new Mechanical, Electrical, Plumbing and Fire Protection (M.E.P.FP.) systems as required to accommodate the new design.

A. Tria Architecture will design the HVAC system for the facility, including a general CO exhaust system. Heat and Air-conditioning will be designed for the office and meeting area. Heat only will be designed for the garage area.

B. Tria Architecture will design the electrical system for the facility. This includes the design of a natural gas back-up generator to cover the entire building and site as an alternate. No specialized engineering such as security, intelligent lighting, sound, voice, data, etc. design is included in this proposal.

C. Tria Architecture will design the plumbing system for the facility. This includes the design of gas, domestic water, sewer, triple basin and storm sewer within 5'-0" of the building.

D. Tria Architecture will design the fire sprinkler system for the facility.

VII. It is our understanding that all Civil and Landscape designs in regards to the building will be completed by the Owner under separate contract. All site design, parking, storm water design, utility entrances to within 5'-0" of the building, etc. will be completed by the civil engineer. The civil engineer will complete all designs and coordinate all work required for all utility, IEPA and MWRD permits and entrances.

VIII. Tria Architecture will design the structural system for the building. The Owner will provide soil testing reports for use by our structural engineer. Traditional spread footing designs are included in this proposal. No specialized structural investigations or designs are included in this proposal. If required, all Structural Engineering above and beyond normal building design will be billed as a reimbursable expense above and beyond this proposal.

IX. Tria Architecture will provide all designs, details and specifications for a ballasted or fully adhered EPDM roofing system for the facility.

X. If requested, Tria Architecture will design a back-up generator to handle the building and site as an alternate bid design. The Owner is to provide Tria Architecture with all of site electrical loads. No other alternate bid designs are included in this proposal.

XI. All office equipment, furniture, storage, racking, cabinetry, etc. to be specified and purchased by the Owner under separate contract.

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- XII.** Tria Architecture will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's). The Owner will apply for the permit and coordinate the permit process with the Municipality. The Owner will be responsible for all required permitting fees.
- XIII.** Tria Architecture will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of work.
- XIV.** If requested, Tria Architecture will assist the Owner with all bidding, Requests for Information (RFI's), pre-bid meeting, negotiation and evaluation of the final general contractor. AIA Owner-Contractor contracts will be forwarded to the Owner's attorney for review prior to submitting to the contractor for signature.
- XV.** If requested, Tria Architecture will assist the Owner with weekly construction observation, shop drawing review and construction administration (tracking change orders, reviewing pay requests, etc.). The Owner will be responsible for processing waivers and payments. Construction Observation would include sixteen (16) weekly field visits/meetings one punch list, and one punch-list verification.
- XVI.** Because of the undetermined length and amount of meetings, Tria Architecture will gather all information required, fill out all required forms, prepare any presentation materials required and attend any planning, zoning, annexation, board, special use meetings, etc. requested by the Owner, on a time and material basis above and beyond this proposal.
- XVII.** All scheduled services within this proposal cease 90 days after the date of substantial completion set in the specifications.
- XVIII.** If requested, an AIA Owner-Architect contract will be forwarded to you for execution if the terms of this proposal are acceptable.

This proposal references and includes the AIA Document B101 (2007 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a 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 fax the entire proposal back to 630.455.4040.** Tria Architecture and I look forward to your direction and working with you.

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FEE SCHEDULE

BASE BID PROPOSAL: Architectural Design for the work described above for a
Lump Sum Fee of ~~\$48,850.00~~ \$18,500.00.

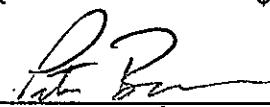
_____ (Initial) Architectural Design for the back-up generator work as
described above for a Lump Sum Fee of ~~\$1,250.00~~ **INCLUDE D.**

_____ (Initial) Bidding and Construction Phase work as described above for a
Lump Sum Fee of \$15,850.00.

HOURLY RATES

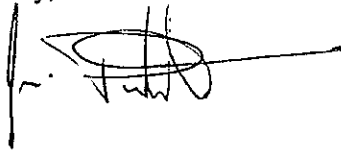
(For work above and beyond our scope of services listed above or T/M work):

Principal Architect	\$160.00
Associate Architect	\$125.00
Architectural Associate	\$115.00
Staff Architect / Interior Designer	\$105.00
Architectural Staff	\$95.00
Architectural Intern	\$80.00
Administrative Assistant	\$65.00

Approved by (Sign / Print): 

Title: Acting Village President Date: 12-6-12

Sincerely,



TRIA ARCHITECTURE, INC.
James A. Petrakos, AIA, LEED AP
Principal Architect

JAP/rm

cc: Ron McGrath, Tria Architecture

File Name: 2012MRK10.111412R.LombardGarfieldPW.docx

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TERMS AND CONDITIONS

I. If Tria Architecture, Inc. is requested to perform any onsite visits during construction, the Owner or Contractor will obtain General Liability Insurance during construction and name Tria Architecture, Inc. 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 Architecture, Inc. as a reimbursable expense.

III. Tria Architecture, Inc. 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 Architecture's work 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 Architecture, Inc. reserves the right to cease all work until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, Tria Architecture, Inc. 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 Architecture, Inc. will provide a revised proposal for any work.

IX. If the services covered by this proposal have not been completed within 8 months of the date hereof through no fault of Tria Architecture, Inc., the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

X. All designs are the property of Tria Architecture, Inc. and are not to be used for any project without the expressed written consent of Tria Architecture. The Owner will allow Tria Architecture, Inc. 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 Architecture, Inc.

XI. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of Tria Architecture, Inc. and Tria Architecture, Inc'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 Architecture, Inc. and Tria Architecture, Inc's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of Tria Architecture's fee received for this project.

XII. The Architect and 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 (2007 edition) - Article 9.

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

XIV. Tria Architecture, Inc. reserves the right to renegotiate the fee should changes in the scope of work occur.

XV. All reimbursables will be forwarded with a 1.1 multiplier factor.

XVI. All additional work will proceed only on a verbal or written "as directed" basis from the Owner.

XVII. Tria Architecture will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

_____(Initial) The above listed Terms and Conditions have each been individually read and agreed upon.

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TERMS & CONDITIONS

1. Acceptance of this order constitutes acceptance of all conditions herein stated.
2. Prices: Invoiced prices shall not exceed the prices stated on reverse side without consent or authorization of Village of Lombard.
3. Quality and Inspection: All items furnished must be as specified and subject to inspection and approval of the Village after delivery. We reserve the right to reject and/or return any or all merchandise at risk and expense of supplier which may be damaged or fail to comply with accepted specifications. In addition to all expressed warranties, seller warrants articles delivered to be free of defects suitable for ordinary purposes and the purpose for which the merchandise is intended, and in accordance with specifications mentioned on reverse side.
4. Quantity: The specific quantities ordered must not be changed without the permission of the Village of Lombard.
5. Indemnification: The Seller shall indemnify and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character 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 Seller, 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 of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Seller 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.
6. Changes: No changes of any type are to be made on this order including: quantity, type of goods, delivery date, or price, without approval of the Village of Lombard.
7. Governing law and order of precedence: This order shall be interpreted under the laws of the State of Illinois. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this purchase order, its enforcement or the subject matter thereof, venue shall be in DuPage County, Illinois.
8. Merchandise and/or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.) and any other local, state or federal laws governing safety of merchandise and/or commodities.
9. Material Safety Data Sheet: Vendors supplying products to the Village of Lombard are required to supply a "Material Safety Data Sheet" disclosing the content of substances in accordance with the "Toxic Substances Disclosure to Employee Act." Failure to provide the required information will result in nonpayment of any invoice by the Village.
10. The Village and the seller further recognize and agree that this order is subject to all State and Federal laws which may be applicable.
11. Delivery Instructions: All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements should be made in advance by the seller so that the Village may arrange for receipt of material. All material must be delivered where directed and may be required to be inside delivery.
12. Delivery Hours:

Monday - Friday:	8:30 A.M. to 3:30 P.M.
Saturday-Sunday:	Closed
Holidays:	Closed
13. Payment: Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. If no discount is taken, payment will be made in accordance with the Local Government Prompt Payment Act after receipt and inspections have been completed.
14. Taxes: The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax on materials and services purchased by the Village.
15. Equal Opportunity Employer: Be advised that the Village of Lombard is an equal opportunity employer and all parties to this transaction will maintain and promote non-discrimination regarding: race, color, religion, national origin, sex, age or handicaps in all phases of employment matters including facilities in accordance with the Illinois Human Rights Act, the Civil Rights Act of 1964 and all subsequent elective orders.
16. Federal Tax I.D.#: 36-6005975
17. Illinois Sales Tax Exemption #: E9997-4401-06
18. Recycled Material: The Village of Lombard supports and encourages the procurement of commodities with recycled and post-consumer recycled content.
19. Where this Purchase Order is issued pursuant to the Village of Lombard's bidding procedures, the Bid Specifications Package pertaining to that bid procedure shall be and hereby is made a part hereof and these Terms and Conditions shall be and hereby are supplemental to and included as a part of the Contract Documents.
20. The Contractor/Vendor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the Contract or execution of this Purchase Order.