

LEGISTAR: 210121
DISTRICT: 1

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested
_____ Recommendation of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: April 21, 2021 (B of T) **DATE:** May 6, 2021

TITLE: Architectural Services Contract – Carriage House Addition Project

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

Through a Qualification Based Selection (QBS) process, staff and representatives of the Lombard Historical Society have selected Flint Architects of Lombard, Illinois to prepare plans and specifications for the Carriage House addition. The expenses related to the project will be reimbursed through an Illinois Department of Natural Resources Public Museum Grant received by the Lombard Historical Society in the total amount of \$750,000.

FISCAL IMPACT/FUNDING SOURCE:

Cost: \$37,000.00 240.10640 (HM Misc. Receivables)
Project #: PW 21-10 (HM.LHS.RI.Grant)

Review (as necessary):

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



April 21, 2021

TO: Village President and Board of Trustees
THROUGH: Scott Niehaus, Village Manager
FROM: Carl Goldsmith, Director of Public Works *g*
SUBJECT: Architectural Services – Carriage House Addition Project

Background

The Village of Lombard owns the property and facilities located at 23 W. Maple; commonly known as the Victorian Cottage and Carriage House. Through a Use Agreement, most recently approved by the Village Board of Trustees on May 3, 2018, the Lombard Historical Society (LHS) manages the archives and operates all aspects of programming the space intended to preserve the history of the Village of Lombard. In 2012, the LHS constructed an addition to the Carriage House that allowed the LHS more effective use of the space.

At the time the 2012 addition was constructed, LHS had envisioned a second phase of the project that would further expand the space and allow more efficient operations. Phase 2 of the project anticipated that LHS would add 1,800 square feet to the Carriage House. The additional space would allow LHS to move their core operations into one building. Currently staff and some administrative functions are located in the adjacent Victorian Cottage. The project would allow for increased hours to the public, address visitor experience issues (confusion about how to start their experience and where to enter the museum), create a dedicated gift shop in the same building as offices that will allow for seamless staff supervision and allow LHS to implement safety and security recommendations 2020 CAP Assessment. A concept plan was developed for Phase 2 of the Carriage House Addition project, but no final plans and specifications were ever commissioned.

In Spring 2020, the staff of LHS submitted an application for funding of the Carriage House Addition Project to the Illinois Department of Natural Resources for a Public Museum Grant. The grant provides 100% of funding for the project; including all architectural and engineering fees related to the project. LHS was notified that they were awarded \$750,000 for the project through the Rebuild Illinois Capital Program.

In accordance with Village and grant procurement requirements, the LHS has committed to follow the Village's Qualification Based Selection (QBS) process for the architect selection. The Village invited ten (10) architectural firms to submit qualifications and letters of interest on the project. The firms invited either had experience with the LHS or specialized in historical structures. The Village received four (4) submittals proposals for the design work and planning services. The selection team, comprised of Public Works staff and representatives from the Lombard Historical Society, selected Flint Architects from Lombard, Illinois as the most qualified firm to design the facility based on their submittal. Flint Architects will provide the Village/LHS with complete construction drawings and specifications for the Carriage House Addition project. Construction activity is expected to take place in 2021.

The Public Museum Grant will cover the costs of the architectural contract; however, funding assistance for approved projects is provided on a reimbursement basis after satisfactory completing the project at the 50% & 100% project completion levels. This means that the Lombard Historical Society must possess the ability to initially finance the cost of an approved project prior to receipt of grant reimbursement. All construction activity must be completed within two (2) years of the date of execution of the Grant Agreement. The Grant Agreement was executed on March 24, 2021.

As the grant requires LHS to have funds available to complete the project, the Village and LHS are working towards an agreement that would provide the LHS with the necessary capital to complete the project. Funds would then be available to repay the loan(s) through the disbursements of the grant. The details of such a funding strategy for the construction phase of the project are not finalized and may require Village Board action in the future. The Village has prepared a memorandum of understanding for the fees associated with the design of the project. This item will be presented to the Village Board of Trustees for consideration. The Village previously provided LHS with a loan for the 2012 addition, which has been paid in full.

Recommendation

The staff and LHS recommend that the Village President and Board of Trustees accept a proposal from Flint Architects of Lombard, Illinois in the amount of \$37,000.00 for the architectural services for the Carriage House Addition Project.

RESOLUTION
R 21-_____

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE UNDERGROUND UTILITIES OFFICE
EXPANSION AND FLEET SERVICES NEEDS ASSESSMENT PROJECTS**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Flint Architects regarding the Carriage House Addition 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 _____ day of May, 2021, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of May, 2021.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER PW 21-10

This agreement is made this _____ day of _____, 2021, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Flint Architects hereinafter referred to as the "ARCHITECT" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ARCHITECT agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

CARRIAGE HOUSE ADDITION PROJECT

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. CARRIAGE HOUSE ADDITION Request for Proposal consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. Required Certificates and Signatures and Certificate of Insurance
 - c. ARCHITECT'S Proposal Dated April 20, 2021
2. The VILLAGE agrees to pay, and the ARCHITECT agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ARCHITECT have hereunto set their hands this _____ day of _____

2021.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 27 day of April, 2021.

Individual or Partnership LLC Corporation

Stephen S. Flint

By Principal
Position/Title

By _____

Position/Title _____

Flint Architects LLC
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2021.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

VILLAGE OF LOMBARD
ARCHITECT'S CERTIFICATION

Stephen E. Flint having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Flint Architects, having submitted a proposal for:

CARRIAGE HOUSE ADDITION PROJECT to the Village of Lombard, hereby certifies that said ARCHITECT:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

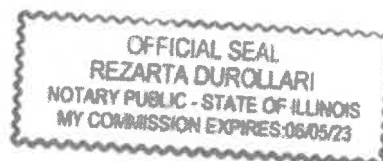
By:

Stephen E. Flint

Authorized Agent of ARCHITECT

Subscribed and sworn to
before me this 27th day of April, 2021.

Rezarta Durollari
Notary Public





April 20, 2021

Mr. Carl Goldsmith
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60168

RE: Two-story Coach House Addition
23 West Maple Street
Lombard, IL 60148
RFP No. 20-7052
Lombard Contract PW 21-10

Dear Carl

Flint Architects is pleased to submit a proposal regarding your Two-story Coach House Addition.

The **Project** includes the following:

1. Two-story Coach House Addition per the Lombard Contract PW-10 RFQ.

This proposal includes Design Development (DD), Construction Documents (CD), Bidding (B) and Construction Administration (CA) Services in this proposal.

The **Scope of Work** is as follows:

1. Sign AIA Owner/Architect Agreement. (DD)
2. Verify existing conditions, including taking photographs. (DD, 1 visit)
3. Meet to exchange information and project planning. (DD, 1 meeting)
5. Provide one concept design including rendering. (DD, 2 meeting)
6. Provide cost estimate based on agreed design development. (DD, 1 meeting)
7. Prepare construction documents including dimensioned floor plan, site plan, plumbing floor plan, electrical plan, MEP & FP plans, schedules and details. (CD, 2 meetings)
8. Meet with Village of Lombard Officials to review requirements. (CD, 1 meeting)
9. Release documents out to bid to contractors (CD)
10. Submit drawings for permit. (CD)
11. Attend pre-bid meeting and scope review bids. (B, 2 meetings)
12. Attend bid opening and review bids. (B, 1 meeting)
13. Award contract to successful contractor. (B, 1 meeting)
14. Attend pre-construction meeting. (CA, 1 meeting))
15. The City issues permit, and construction begins. (CA)
16. Provide construction observation. (CA, 5 visits)
17. Review contractor's payment request. (CA)
18. Prepare punch list. (CA, 1 visit)
19. Obtain Certificate of Occupancy. (CA)



Compensation is based on lump sum \$37,000.00 for the above scope of work which includes consultant and printing reimbursables. The breakdown by phase is as follows: Design Development - \$4,000.00, Construction Documents - \$25,000.00, Bidding - \$3,000.00 and Construction Administration - \$5,000.00. The schedule for payment is as follows: The Client will be invoiced on a monthly basis. Payments are due in 30 days. Past due amounts are subject to a 2% monthly service charge. Additional work not part of the original scope is billed on a time-and-material basis. The hourly rates are as follows: Principal/Project Architect at \$135.00/hour, Draftsperson at \$90.00/hour, and Clerical at \$50.00/hour. Reimbursables are noted on "Attachment A" and will be an additional expense to the client. A 10% mark-up will be included on any expenses incurred on the client's behalf, excluding the standard IRS mileage reimbursement rate. At no time shall Flint Architects be responsible for fees and expenses incurred on the client's behalf.

Clarifications

1. Environmental issues, such as asbestos abatement, soil contaminants, etc. are not included in this scope of work. Additional costs will be billed to the client. Flint Architects, however, does not engage in the treatment, storage, or disposal of hazardous materials and equipment, and assumes no responsibility for changed conditions after the completion of inspection services.
2. Should the project proceed to construction, Flint Architects shall be added as an additional insured by the contractor on their insurance policy and a certificate of insurance submitted for our files. The client agrees to hold Flint Architects harmless for any claims incurred.
3. The individual signing this proposal shall be an authorized representative of the client. It is understood and agreed that the client must provide written notice of any cancellation at least 7 business days in advance via certified mail. It is also agreed that the client is responsible for the payment of any services provided and expenses incurred until said date. In addition, all necessary collection and legal expenses will be charged to the client in the event of a default or failure to pay (including bank service fees for returned checks).
4. Client shall provide a Topographical Survey.
5. Agree to assist in Plan Commission Variation Request.
6. Agree to sign the Village of Lombard Contract and Architect's Certification Form.
7. This proposal may be withdrawn by us if not accepted within 30 days.

Enclosed are two copies of the proposal. If this is acceptable, please sign and date both. Return one signed original to Flint Architects. Once signed proposal is received, we will immediately proceed with the project. The project will be completed over a twenty-six (26) weeks' time. We look forward to working with you. If you have any questions, please do not hesitate to call.

Sincerely,

Stephen E. Flint

Stephen E. Flint, AIA
Principal

Accepted: _____

Dated: _____



ATTACHMENT A

Reimbursable Expenses that may be incurred and are required to be paid by the client:

- Outside consultant fees (MEP, Structural, Civil, Landscape, Other).
- Field observation, unless noted otherwise.
- Project meetings more than agreed allotment.
- Clerical time at \$50 per hour.
- Printing, duplication, and plotting, including reproduction of drawings and specifications.
- Photography/photo expenses.
- Diskettes, tapes, and other electronic media requested by client.
- CAD and other computer services associated with the project.
- Items purchased on the client's behalf (e.g., fees, permits, bid advertising, models, and renderings).
- Sampling(s) and analysis.
- Transportation to and from the job site/client meetings, including mileage and tolls.
- Lodging and meals as appropriate.
- Long distance telephone call, fax, telex, etc. expenses.
- Postage, courier, and overnight delivery charges.
- Project professional liability insurance premiums and additional charges in excess of standard firm coverage – other related project insurance premiums.
- Outside legal and accounting services related to the project.
- Financing and carrying costs of professional services at the client's request.
- Permit Fees
- Any project-related costs which may be incurred and are not specifically noted above.
- Additional time for revisions due to inaccurate documents provided by the client.
- Note there is a standard 10% mark-up fee for any reimbursable expenses, excluding the standard IRS mileage reimbursement rate.
- 3% service charge for credit card payment.

FLINT ARCHITECTS LLC

314 S. Westmore Ave.

Lombard, IL 60148

(As suggested by the American Institute of Architects)