


LEGISTAR: 220117
DISTRICT: 6

VILLAGE OF LOMBARD
REOUEST 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 (Park)

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: April 25, 2022 (B of T) **DATE:** May 5, 2022
TITLE: Professional Services Contract – Fleet Services Facility Project
SUBMITTED BY: Carl S. Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

Through a Qualification Based Selection (QBS) process, staff has selected TRIA Architects of Burr Ridge, Illinois to perform architectural design for the Fleet Services Facility Expansion Project.

FISCAL IMPACT/FUNDING SOURCE:

Cost: \$285,700 – Building Reserve Fund (432.710.722.75770)
Project #: FM 22-05

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.



March 16, 2022

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *g*

SUBJECT: Professional Services Contract – Fleet Services Facility Project

Background

The Village of Lombard's fleet maintenance facility is located in the Public Works Building located at 1051 S. Hammerschmidt. The facility was constructed in 1972 in conjunction with the relocation of the Village Hall. Due to the increase in the size and scope of the Village's fleet, the facility does not currently meet the demands of the Village. The Village of Lombard Central Garage is responsible for the maintenance of all vehicles and equipment owned by the Village. The current vehicle and equipment inventory is comprised of 152 pieces of rolling stock.

Current operations are conducted from a four-bay garage. The four repair bays are an average of 11 feet wide and 40 feet long from the door to the back wall of the facility. Two bays are configured as flat floor bays while one is equipped with a 12,000-pound capacity surface mounted automotive lift and another equipped with an in-ground 43,000-pound capacity two post axle engaging lift. One of the flat floor bays is equipped with a large floor drain and is used for steam cleaning engines and vehicle undercarriages. The bays are accessed by 12-foot-high by 12-foot-wide overhead doors. The limited width of the doors results in difficult maneuvering of large vehicles (especially those equipped with plows) in and out of the bays. The limited height of the doors coupled with the short bay length results in the inability to raise several of the fire apparatus to full lift height. As a result, Public Works Staff often maintain the larger pieces of equipment outside in the yard storage area. This often requires employee to work on equipment in the elements, which is not an ideal situation.

The Fleet Services administrative and personnel spaces are located in two separate areas within the complex. The Superintendent's office is located in the Public Works section of the building and is isolated from the garage. The Supervisor and the three (3) Mechanics share an office located adjacent to the shop floor. This office is small and overcrowded due to its use as an office, partial library, copy/work room, fire storage and crew area. A general crew room and restrooms are provided centrally within the Public Works portion of the facility.

The current Fleet Services Facility is not a large enough parcel to accommodate the current and future needs of the Village. The facility is approximately 4,000 square feet; 2,800 square feet of shop/storage and 1,200 square feet of administration area. The space needs analysis performed in 2018 identified the need for approximately 7,000 square feet, with the additional space being afforded to the shop/storage areas. These issues are not new, but are becoming more problematic as we continue to size the size of equipment increase to meet the demands of the day-to-day services that the Village offers. The Village has conducted several analyses of the fleet services facility in the past in hopes of advancing the project to construction. The Village has conducted the following studies relative to the fleet facility:

- Final Report for Fleet Maintenance prepared by Rust Environment & Infrastructure/PB Fleet Maintenance Consultants dated January 27, 1997
- Schematic Design Report - Fleet Maintenance Facility prepared by EARTHTECH dated November 5, 2001
- Village of Lombard Fleet Services Facility Master Planning prepared by Kluber Architects + Engineers dated July 11, 2018

These studies have placed the Village in a position to move forward with the design and construction of an expansion to the fleet facility that will provide the Village with the much-needed space to safely and efficiently maintain the Village's fleet.

In accordance with Village and State requirements, the Village utilized a Qualification Based Selection process for the architect selection. The Village invited eight (8) architectural firms to submit qualifications and letters of interest on the project. Five (5) firms submitted proposals for the project. The Village utilized a review panel comprised of public works personnel to review the qualification statements provided by the interested architects and have selected TRIA Architects of Burr Ridge as the most qualified firm to conduct the Feasibility Study Analysis and Space Needs Assessment for a Joint Public Safety Facility. TRIA has designed and overseen construction of numerous public works facilities, including the Village's Keith J. Surges Center located in the North Avenue Industrial Park, and has demonstrated that their team can assist the Village in navigating the complexity of this proposed project.

Following the selection of TRIA Architects as the most qualified firm to perform the project, the Village and TRIA meet to define the scope of services and determine the fee for the project. The scope of the work effort, which is consistent with the Village's Request for Qualifications includes the following. A greater description of the scope can be found in the attached proposal, but includes the following tasks.

- **Schematic Design**
 - Determine project requirements
 - Evaluation of existing site conditions
 - Prepare schematic drawings
 - Prepare probable construction cost for schematic drawings(s)
- **Design Development**
 - From approved schematic drawings, plans, elevations and other drawings based upon schematic design(s).
 - Prepare probable construction cost based upon design drawings.
- **Preparation of Construction Documents**
 - From approved design drawings, complete working drawings and contract specifications
 - Obtain all permits and approvals for construction
 - Prepare probable construction cost based upon construction documents
- **Assist with Contract Administration and Construction Inspection**
 - Attend pre-construction conferences
 - Assist with shop drawing review

- Provide construction inspection, as needed
- Attend monthly progress meetings
- Review change orders
- Review pay requests from contractors

Due to the scope of the project including significant modifications to the entire Public Works yard area and driveway off of Central Avenue, along with stormwater management and concerns over the impact that the improvement will have on the adjacent properties, staff requested fees for the various disciplines. As such, the architect provided a proposal to complete the analysis in the amount of \$285,700. The fee schedule is based upon the following tasks:

- **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

The fee for the design is 7.3% of the anticipated construction cost for the proposed addition. This fee is in-line with regional averages for architectural fees. The architect also provided optional proposals for Bidding/Negotiating Services (\$6,800) and Construction Observation Services (\$85,800). Based upon staff qualifications and capabilities, staff is not recommending award of the options. In the event that these services are needed as the project progresses, the Village can approve contract amendments. The FY 2022 CIP contains \$100,000 for the design effort for the facility. The FY 2023 CIP currently contains \$3,900,000 in funding for the construction of the improvement. The project will be funded through the Building Reserve Fund in the CIP.

TRIA Architects had previously worked for the Village on the Keith J. Surges Center located in the North Industrial Park. TRIA performed all tasks in a competent and professional manner and that project came in on-budget and on-time.

Recommendation

The Public Works Department recommends that the Village President and Board of Trustees accept a proposal from TRIA Architects of Burr Ridge, Illinois in the amount of \$285,700 for the professional services related to the Fleet Services Facility Project.

RESOLUTION
R22-_____

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 _____ day of May, 2022, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of May, 2022.

Keith Giagnorio
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
www.TriaArchitecture.com

INIT.

DESIGN PHASE SERVICES:

- 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

TRIA ARCHITECTURE

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:

- 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

TRIA ARCHITECTURE

- 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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INIT.

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 6 of 8

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:

- [Yellow Box] (Initial) Bidding and Negotiations Services as described above, **For an Additional Lump Sum Fee of \$6,800.00.**
- [Yellow Box] (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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INIT. [Yellow Box]

Carl Goldsmith, Director of Public Works
Proposal for Professional Services
Fleet Services Additions and Renovations
255 E Wilson Ave, Lombard, IL 60148
April 20, 2022
Page 7 of 8

Approved by (Sign / Print): _____

Title: _____

Date: _____

Sincerely,



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

REM/jp

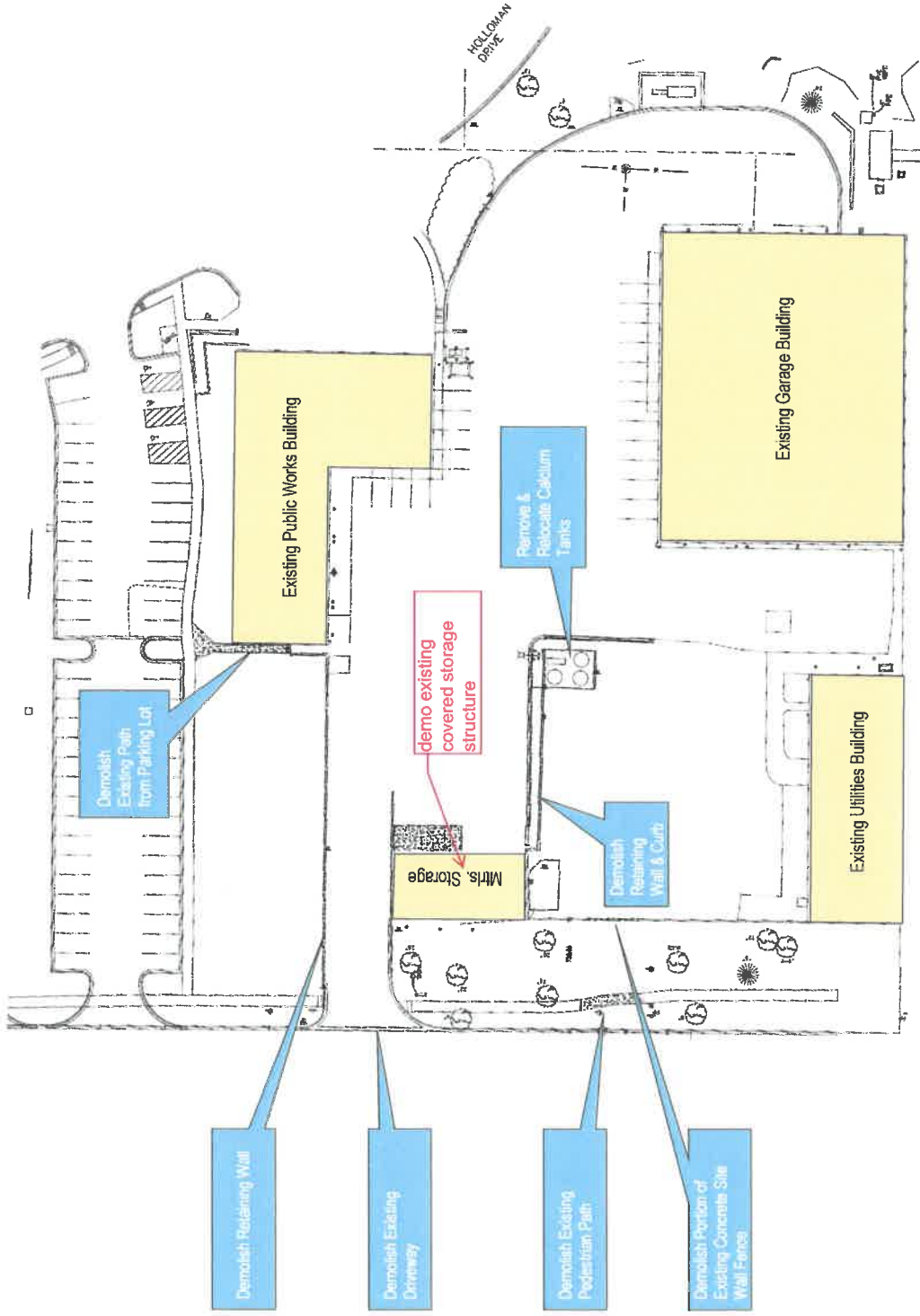
Attachments: OWNER provided preliminary plans with TRIA notes

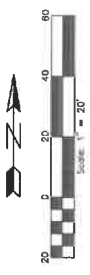
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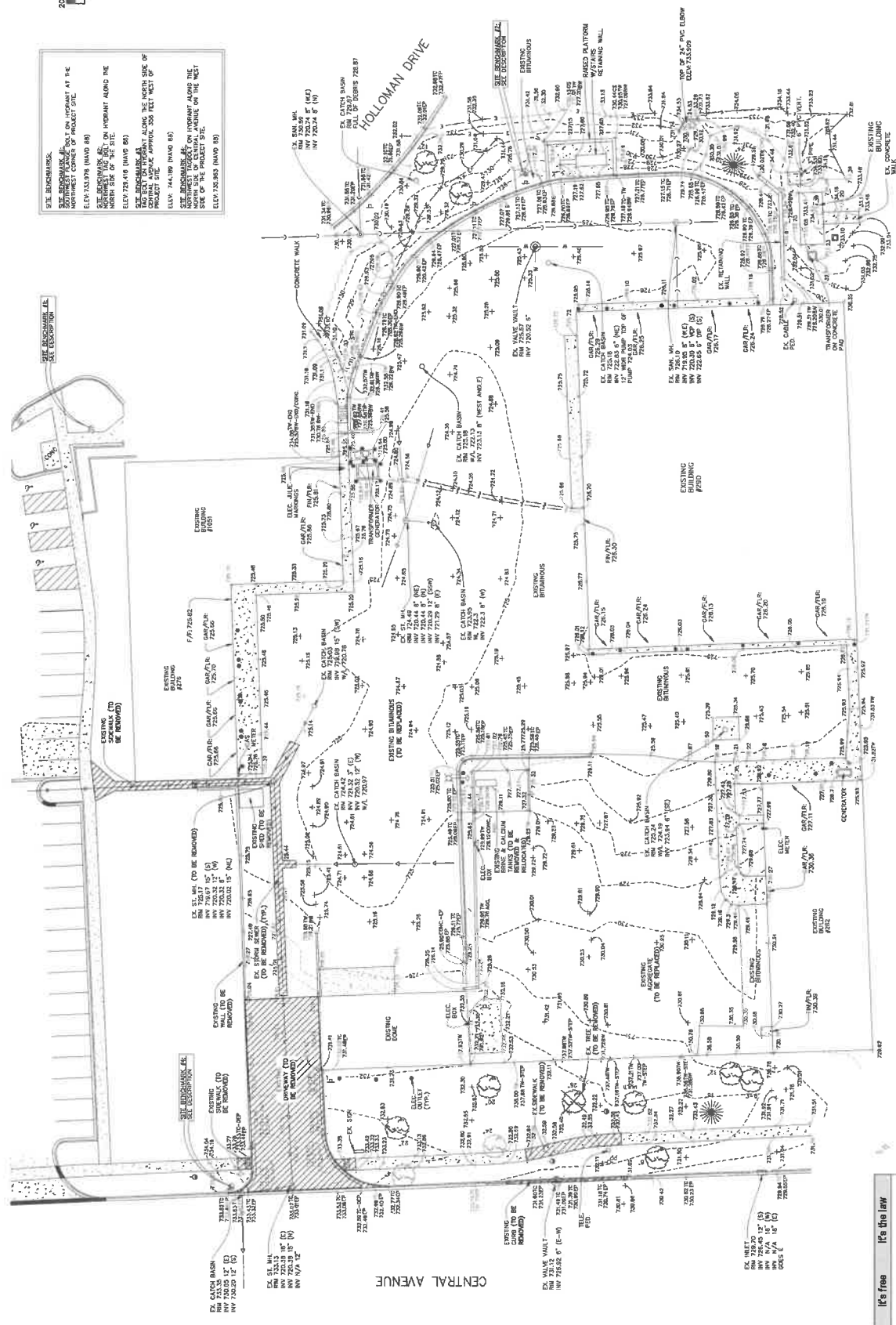
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INIT. _____





SITE BENCHMARKS:
 BENCHMARK 11: 5.00' ON HYPOD AT THE NORTHWEST CORNER OF PRODUCT SITE.
 ELEV: 725.978 (MAD 88)
 BENCHMARK 12: ON HYPOD ALONG THE NORTH SIDE OF THE SITE.
 ELEV: 725.418 (MAD 88)
 BENCHMARK 13: ALONG THE WEST SIDE OF CENTRAL AVENUE APPROX. 350 FEET WEST OF PRODUCT SITE.
 ELEV: 744.189 (MAD 85)
 BENCHMARK 14: ALONG THE WEST SIDE OF CENTRAL AVENUE APPROX. 350 FEET WEST OF PRODUCT SITE.
 ELEV: 725.583 (MAD 85)

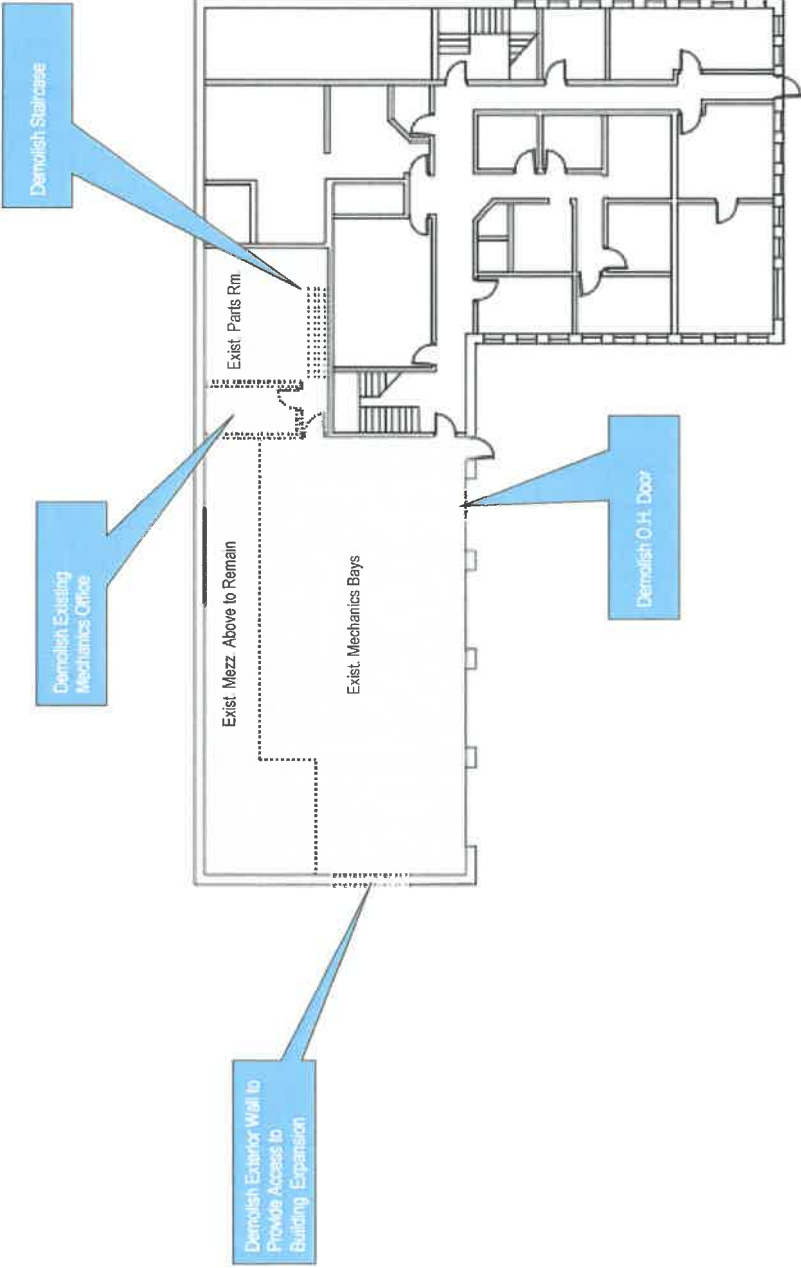


CENTRAL AVENUE

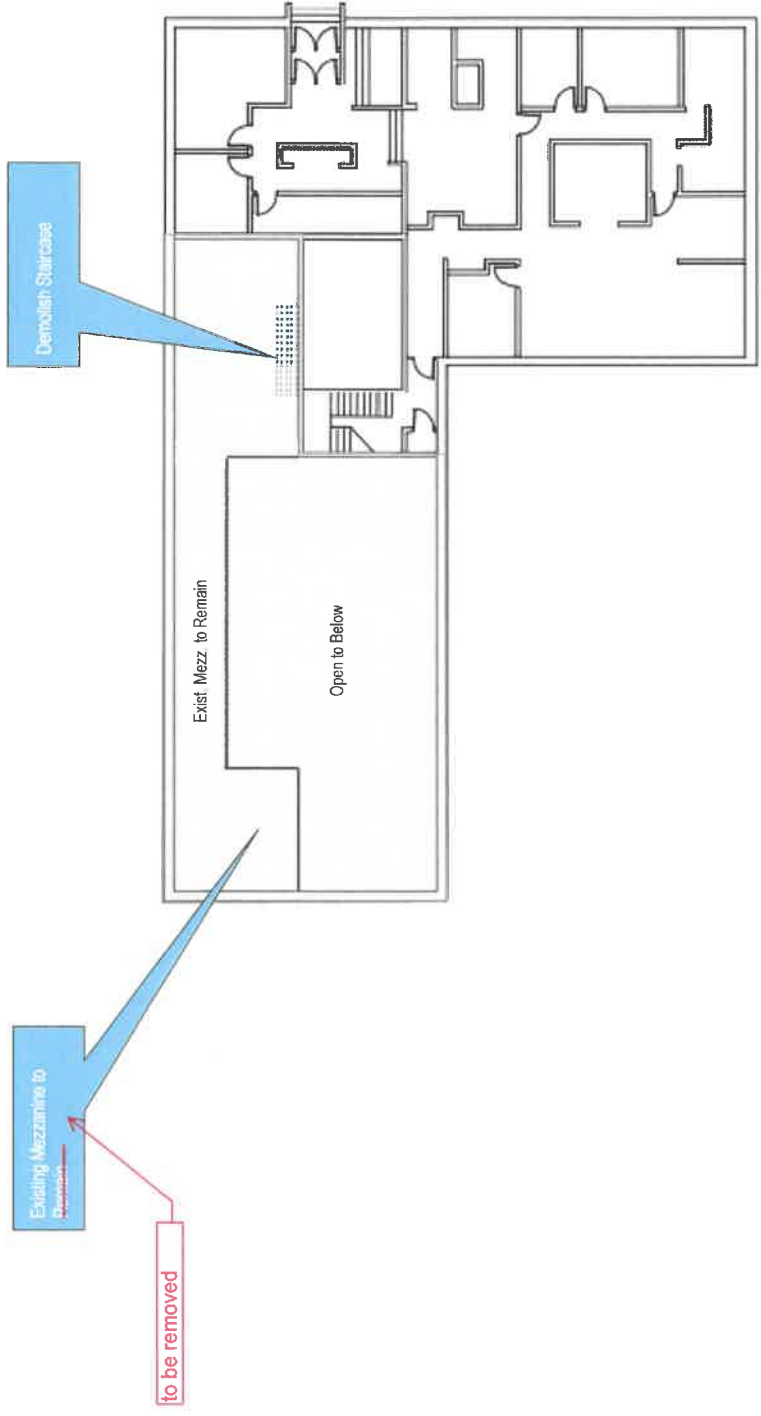
It's smart. It's free. It's the law.

Call before you dig

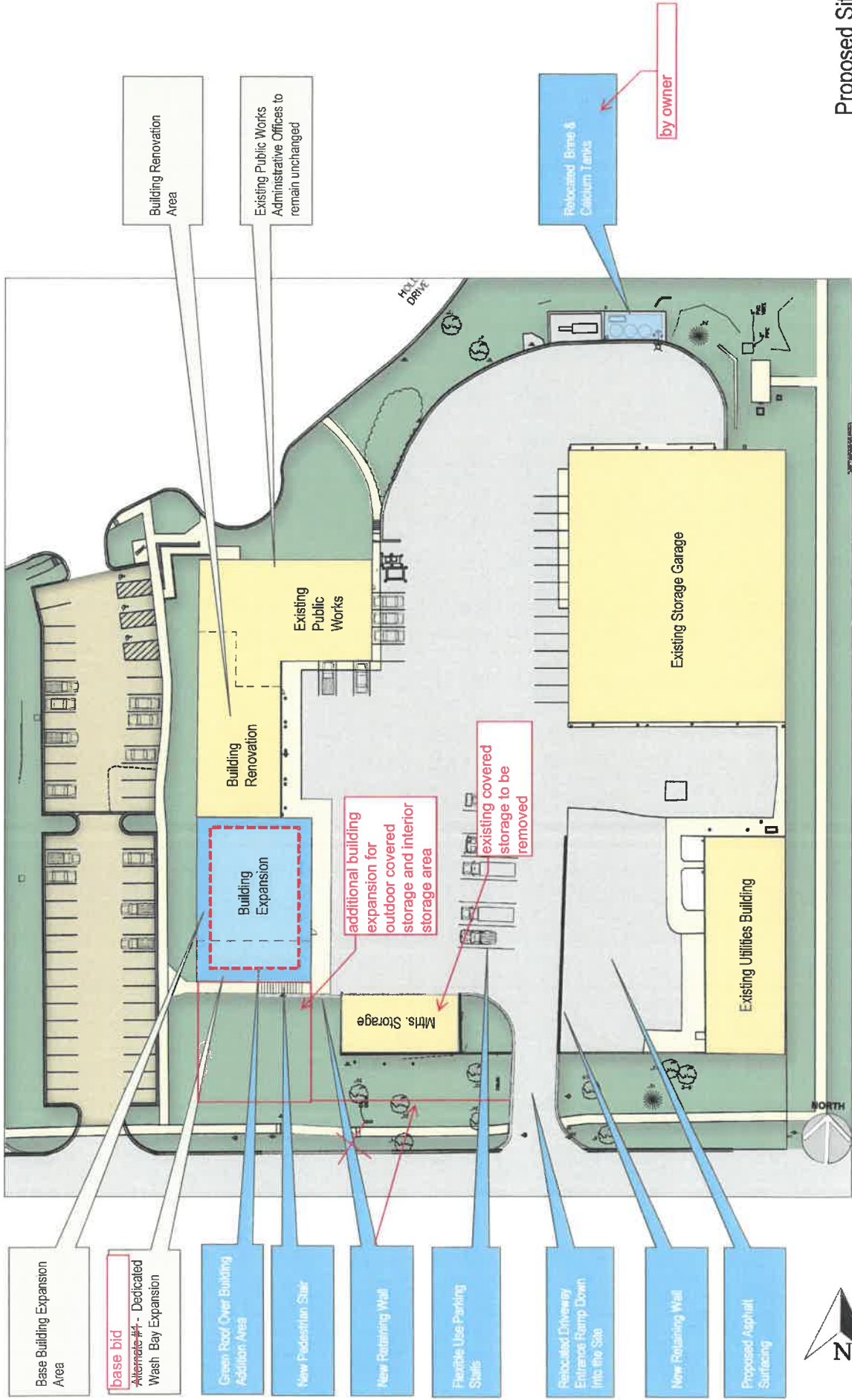
800.892.0123



Proposed First Floor Demolition Plan

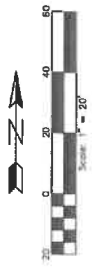


Proposed Second Floor Demolition Plan

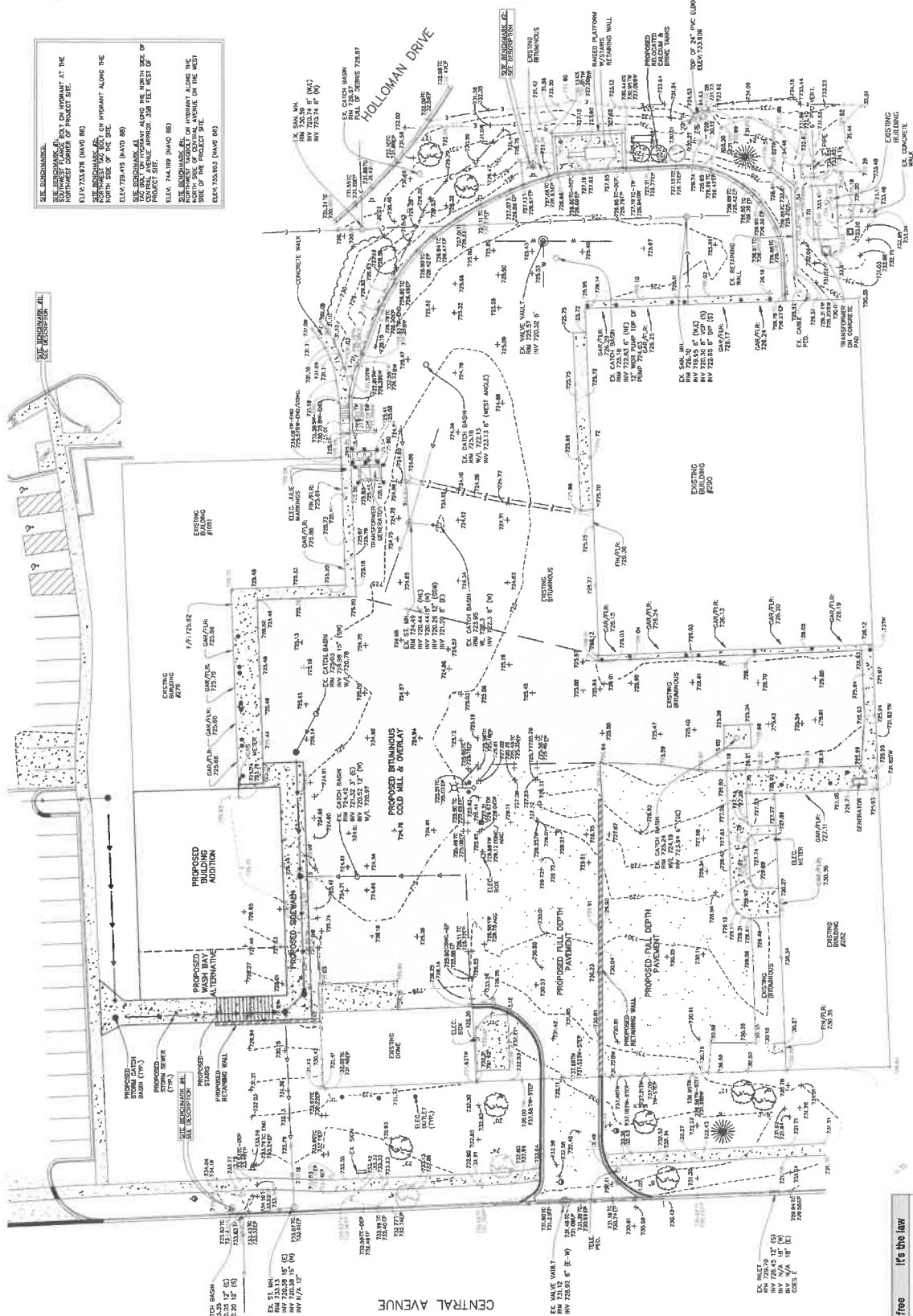


Proposed Site Plan



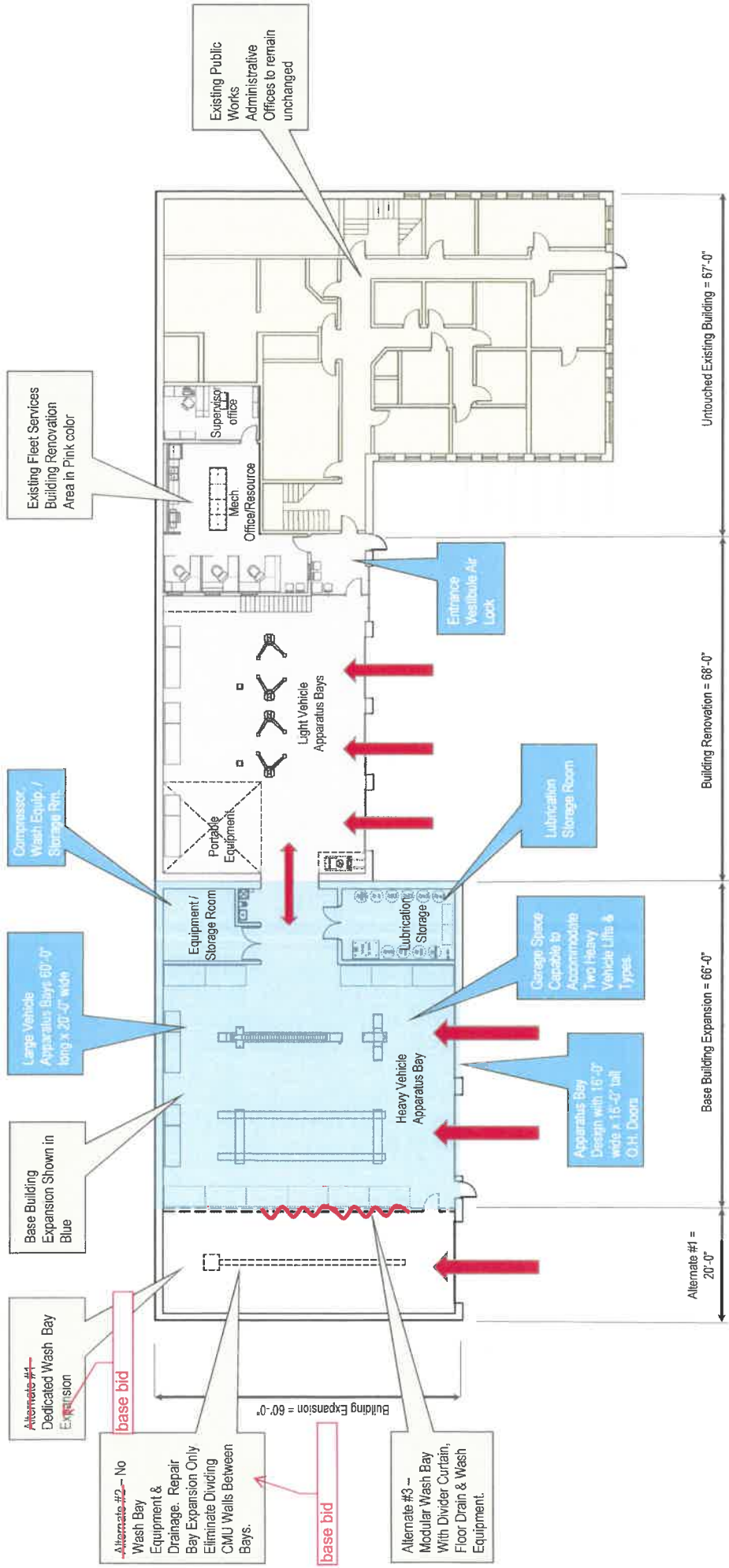


SITE BENCHMARKS:
 THE BENCHMARKS SET ON HIGHWAY AT THE
 SURVEY STATION ARE THE PROJECT SITE.
 ELEVATION (NAVD 83)
 NORTH-SOUTH LINE OF HYDRANT ALONG THE
 NORTH SIDE OF THE SITE
 ELEVATION (NAVD 83)
 THE POINT OF INTERSECTION ALONG THE NORTH SIDE OF
 THE HYDRANT APPROX. 350 FEET WEST OF
 PROJECT SITE
 ELEVATION (NAVD 83)
 THE POINT OF INTERSECTION ALONG THE NORTH SIDE OF
 THE HYDRANT APPROX. 350 FEET WEST OF
 PROJECT SITE
 ELEVATION (NAVD 83)
 THE POINT OF INTERSECTION ALONG THE NORTH SIDE OF
 THE HYDRANT APPROX. 350 FEET WEST OF
 PROJECT SITE
 ELEVATION (NAVD 83)



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Alternate #2 - No Wash Bay Equipment & Repair Bay Expansion Only Eliminate Dividing CMU Walls Between Bays.

Alternate #3 - Modular Wash Bay With Divider Curtain, Floor Drain & Wash Equipment.

Alternate #1 - Dedicated Wash Bay Expansion

Base Building Expansion Shown in Blue

Large Vehicle Apparatus Bays 60'-0" long x 20'-0" wide

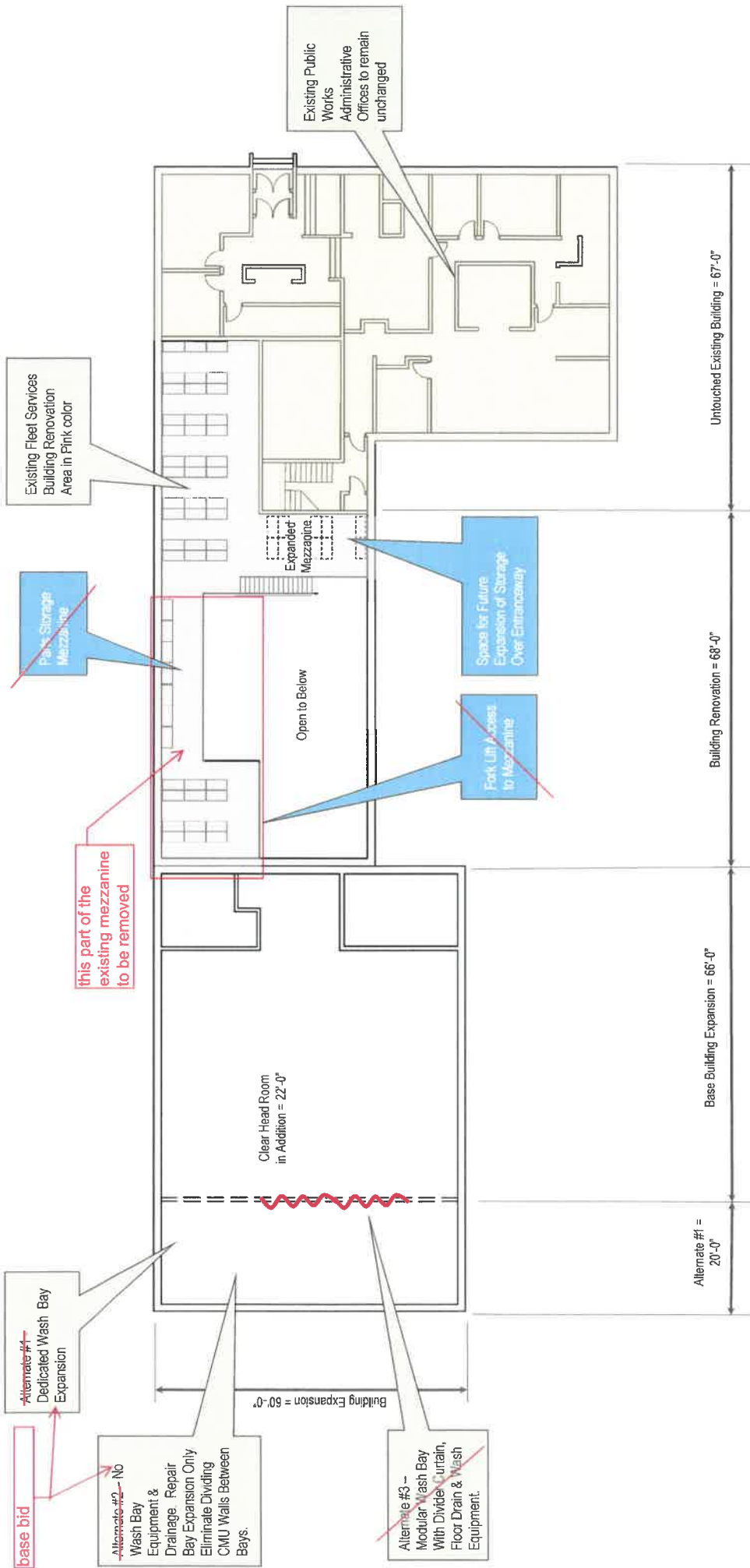
Compressor Wash Equip. Storage Rm.

Existing Public Works Administrative Offices to remain unchanged

Existing Fleet Services Building Renovation Area in Pink color



Proposed First Floor Plan



Proposed Second Floor Plan

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.

TRIA ARCHITECTURE

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