

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

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

**TO:** ACTING VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
**FROM:** David A. Hulseberg, Village Manager  
**DATE:** November 27, 2012      (COW) (B of T)      **Date:** December 6, 2012  
**TITLE:** Architectural Services – Garfield Site Maintenance Facility  
**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works *CJ*

**BACKGROUND/POLICY IMPLICATIONS:**

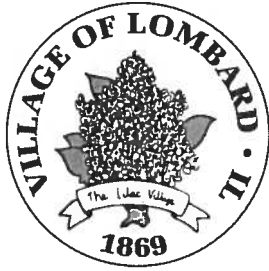
Through a Qualification Based Selection (QBS) process, staff has selected Tria Architects of Burr Ridge, Illinois to design the Garfield Site Maintenance Facility.

**FISCAL IMPACT/FUNDING SOURCE:**

Cost: \$18,500  
Project #: 0807  
Fund: Capital Projects Fund (7370)

Review (as necessary):  
Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ 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.



November 27, 2012

TO: Acting Village President and Board of Trustees  
THROUGH: David A. Hulseberg, Village Manager  
FROM: Carl Goldsmith, Director of Public Works *CG*  
SUBJECT: Architectural Services - Garfield Site Maintenance Facility

**Background**

The Village is completing the site work at the Public Works Maintenance yard on North Garfield Street for the storage of public works related materials. The site improvements in the Village's Capital Improvement Plan for FY2013 include a proposed 6,000 ton salt dome and a small maintenance building. The Village sent out RFQ's to five different Architecture firms for the design of the maintenance facility. The building will house two maintenance bays to store equipment during the winter season and small office and training areas. The Village has also provided that the design effort would account for the training room serving as the Village's Emergency Operations Center (EOC) due to limitations identified during the July 1, 2012 storm.

In accordance with Village and State requirements, the Village utilized a Qualification Based Selection process for the architect selection. The Village invited five (5) architectural firms to submit qualifications and letters of interest on the project. Three firms submitted proposals for the design work. Tria Architecture from Burr Ridge was chosen as the most qualified to design the facility based on their previous designs of municipal maintenance facilities. Tria Architecture will provide the Village with complete construction drawings for the proposed facility. Construction of the facility is anticipated to begin in April 2013.

Tria Architecture has also provided a proposal to assist the Village with construction observation and construction administration. At this time, the Village staff is not recommending assigning that task to the architect.

**Recommendation**

The staff recommends that the Acting Village President and Board of Trustees accept a proposal from Tria Architecture of Burr Ridge, Illinois in the amount of \$18,500 for the architectural services for the Garfield Site Maintenance Facility.

**RESOLUTION**

**R12-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AN AGREEMENT GARFIELD SITE  
MAINTENANCE FACILITY ARCHITECTURAL SERVICES**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Tria Architecture regarding the Garfield Site Maintenance Facility 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 6<sup>th</sup> day of December, 2012 , pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

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

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

Approved by me this 6<sup>th</sup> day of December, 2012 .

\_\_\_\_\_  
**Peter Breen**  
**Acting Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**



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

INIT.

Mr. Tom Ellis, Operations Superintendent

Village of Lombard

**Proposal for Professional Services - REVISED**

Village of Lombard – New Garfield Site - Maintenance Facility

1135 N. Garfield St., Lombard, Illinois 60148

November 6 14, 2012

Page 2 of 5

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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901 McClintock, Suite 100, Burr Ridge, Illinois 60527

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www.TriaArchitecture.com

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Page 3 of 5

- 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.

**TRIA ARCHITECTURE**  
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INIT. 

Mr. Tom Ellis, Operations Superintendent  
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November 6 14, 2012  
Page 4 of 5

## FEE SCHEDULE

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

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

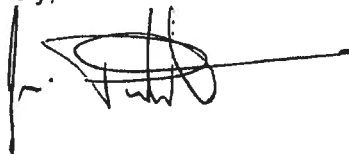
Principal Architect	\$160.00
Associate Architect	\$125.00
Architectural Associate	\$115.00
Staff Architect / Interior Designer	\$105.00
Architectural Staff	\$95.00
Architectural Intern	\$80.00
Administrative Assistant	\$65.00

Approved by (Sign / Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TRIA ARCHITECTURE**  
901 McClintock, Suite 100, Burr Ridge, Illinois 60527  
Phone: 630.455.4500 Fax: 630.455.4040  
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INIT. [ ]

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Page 5 of 5

**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.

**TRIA ARCHITECTURE**

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INIT. \_\_\_\_\_