

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: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 8, 2006 (B of T) Date: August 17, 2006

TITLE: DuPage Theater - Demolition Supervision Agreement

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

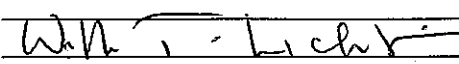
The Department of Community Development transmits for your consideration a resolution authorizing the Village Manager to enter into an Agreement in an amount not to exceed \$19,750 relative to the Demolition Supervision of the DuPage Theater and Site with Retention of the 2-Story Retail/Commercial Building during that demolition of the DuPage Theater. (DISTRICT #1)

Please place this item on the August 17, 2006 Board of Trustees agenda.

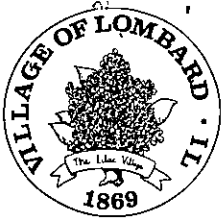
Staff recommends approval of this request.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X  _____ Date 8/8/06

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.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Assistant Village Manager/Director of Community Development *Dall*

DATE: August 8, 2006

SUBJECT: DEMOLITION SUPERVISION OF THE DUPAGE THEATER AND SITE WITH RETENTION OF THE 2-STORY RETAIL/COMMERCIAL BUILDING DURING THAT DEMOLITON OF THE DUPAGE THEATER

The Village has received bid proposals for the demolition of the auditorium and hallway portions of the DuPage Theater and Shoppes property. Daniel Coffey and Associates prepared demolition drawings and specifications which were relied upon for those proposals.

In an effort to ensure compliance with those standards, staff recommends that the Village hire Daniel Coffey and Associates to oversee said demolition. The attached contract provides a not to exceed amount of \$19,750. Daniel Coffey and Associates will bill hourly against this amount and according to Mr. Coffey, the actual cost should be less but will not be more. Daniel Coffey & Associates will be on site as needed.

The costs of Daniel Coffey & Associates will be paid directly to his firm from the Downtown TIF. The \$900,000 pledge to RSC and Associates will be reduced accordingly. Mr. Richard Curto has concurred with this.

Recommendation:

Staff recommends that the Village Board authorize the Village Manager to enter into an Agreement between the Village of Lombard (owner) and Daniel Coffey and Associates (Architect) for a sum not to exceed \$19,750.

DAH:jd

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RESOLUTION
R _____ 07

**A RESOLUTION AUTHORIZING SIGNATURE OF
VILLAGE MANAGER ON AN AGREEMENT RELATIVE TO THE
DEMOLITION SUPERVISION OF THE DUPAGE THEATER AND SITE WITH
RETENTION OF THE 2-STORY RETAIL/COMMERCIAL BUILDING DURING
THAT DEMOLITION OF THE DUPAGE THEATER**

WHEREAS, the Village of Lombard has received an Agreement between the Village of Lombard, Owner, and Daniel Coffey and Associates, Architect, as attached hereto and marked as 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 Manager be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

Adopted this _____ day of _____, 2006.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2006.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk



AIA[®] Document B155[™] – 1993

Standard Form of Agreement Between Owner and Architect for a Small Project

This AGREEMENT is made: July 15, 2006
(Date)

BETWEEN the Owner:

Village of Lombard
Village Hall
255 East Wilson Avenue
Lombard, Illinois 60148

and the Architect:

Daniel P. Coffey & Associates Ltd, an Illinois Professional Corporation
233 South Wacker Drive
Suite 5750
Chicago, Illinois 60606

for the following Project:

Demolition of the Dupage Theater Auditorium and site with retention of the 2 story retail/commercial building during that Demolition of the Dupage Theater in Lombard Illinois

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the project, including normal structural, design services. Services shall be performed in a manner consistent with professional skill and care.

§ 1.1 During the Design Phase, the Architect shall perform the following tasks:

- .1 describe the project requirements for the Owner's approval;
- .2 develop a design solution based on the approved project requirements;
- .3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
- .4 assist the Owner in filing documents required for the approval of governmental authorities; and
- .5 assist the Owner in obtaining proposals and award contracts for construction.

§ 1.2 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

§ 5.1 This Agreement shall be governed by the law of the location of the project.

§ 5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current as of the date of this Agreement.

§ 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

§ 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Owner shall compensate the Architect as follows.

§ 6.1 The Architect's Compensation shall be:

Init.

(Indicate method of compensation.) compensated based on submissions of monthly invoices calculated using the hours expended each month times the normal rates of the Architect and its Engineers plus reimbursable expenses incurred to a maximum of \$19,750.00

19750

of which an initial payment retainer of Zero Dollars and Zero Cents (\$ 0.00) shall be paid upon execution of this Agreement and shall be credited to the final payment.

§ 6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of one percent (1 %).
(List reimbursable items.)

reproduction and messenger

§ 6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

§ 6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid 0 (Zero) days after invoice date shall bear interest from the date payment is due at the rate of One percent (1.00%) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

§ 6.5 Architectural Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Interest levied from date of invoice if unpaid more than 45 days

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

valid for 60 days

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Daniel P. Coffey President

(Printed name and title)

Additions and Deletions Report for AIA® Document B155™ – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:26:18 on 08/08/2006.

PAGE 1

This AGREEMENT is made: July 15, 2006

...
Village of Lombard
Village Hall
255 East Wilson Avenue
Lombard, Illinois 60148

...
Daniel P. Coffey & Associates Ltd, an Illinois Professional Corporation
233 South Wacker Drive
Suite 5750
Chicago, Illinois 60606

...
Demolition of the Dupage Theater Auditorium and site with retention of the 2 story retail/commercial building during that Demolition of the Dupage Theater in Lombard Illinois

PAGE 2

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PAGE 3

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...
Interest levied from date of invoice if unpaid more than 45 days

...
valid for 60 days
...

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Daniel P. Coffey, FAIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:26:18 on 08/08/2006 under Order No. 1000225463_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B155™ – 1993 - Standard Form of Agreement Between Owner and Architect for a Small Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)