

RESOLUTION NUMBER 18 -13

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT WITH DEWBERRY ARCHITECTS INC., FOR VILLAGE HALL REMODELING/EXPANSION AND FIRE STATION ADAPTIVE REUSE TO A POLICE FACILITY

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is desirable and necessary to engage Dewberry Architects, Inc. for the provision of limited professional services for architectural services for the Preliminary Design Phase (Phase I) for the East Dundee Village Hall Remodeling/Expansion and Fire Station Adaptive Reuse to a Police Facility; and

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is necessary and desirable to authorize the Village President to execute a contract with Dewberry Architects, Inc., for architectural services for the Preliminary Design Phase (Phase I) as set forth in the contract attached hereto as Exhibit A, with the deletion from the contract, and any subsequent contracts, "On-Site Construction Observation".

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. The foregoing WHEREAS clauses are hereby incorporated as if fully set forth herein.

Section Two. That the Board of Trustees and the President of the Village of East Dundee hereby authorize the Village President to sign, and the Village Clerk to attest to the execution of, the Agreement for the Provision of Limited Professional Services with Dewberry Architects Inc., for the Preliminary Design Phase (Phase I) of the Village Hall Remodeling/Expansion and Fire Station Adaptive Reuse to a Police Facility, in accordance with

the terms and conditions set forth in Exhibit A, with the deletion from the attached agreement any provision, clause, fee or charge for "On-Site Construction Observation".

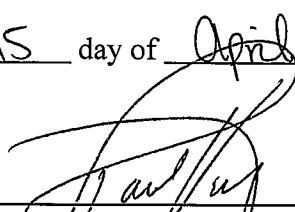
Section Three. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Four. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

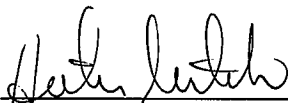
Adopted this 15 day of April, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Miller, Lynam, Skellicorn, VanOstenbridge and President Bartels
NAYES: 0
ABSENT: Trustees Ruffalo and Gorman

Approved by me this 15 day of April, 2013.


JERALD BARTELS President Pro Tempore
Paul VanOstenbridge

ATTEST:


Heather Maieritsch, Village Clerk

Recorded in the Village Records on April 16, 2013.

DEWBERRY ARCHITECTS INC.
Agreement for the Provision of Limited Professional Services

Dewberry Office Address:

25 S. Grove Avenue
Suite 500
Elgin, Illinois 60120-6400

Client:

Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Attn: Robert J. Skurla, Village Administrator

Date: April 4, 2013

Dewberry Project No.: 50058994

Project Name/Location: **East Dundee Village Hall Remodeling/Expansion and
Fire Station Adaptive Reuse to a Police Facility**

Scope, Objectives and Extent of Services:

The scope of work is to complete the Preliminary Design Phase. This phase includes architectural and engineering services for the evaluation and conceptual design of the existing 1891 village hall and the adjacent fire station to be converted into a police facility. The buildings are located at 120 Barrington Avenue, in East Dundee, Illinois. The prime objective is to arrive at a clearly defined, feasible concept and to present it in a form that achieves client understanding and acceptance. The secondary objectives are to clarify the project program, explore the most promising alternative design solutions, and to provide a reliable basis for analyzing the cost of the work.

An AIA Owner-Architect agreement will be developed and signed upon completion of the Preliminary Design Analysis Phase as outlined in this agreement for the Construction Documents, Bidding and Construction Administration Phases of the Project.

Our scope of work for this phase includes the following:

Step 1: Research & Analysis:

1. Owner Kick-off Meeting
 - a. Meeting to uncover the Village's expectations, goals and define what will be success for this project
2. Site Analysis
 - a. Develop site plan using aerial or other information available from the Village
3. Zoning and Code Regulations Analysis
 - a. Document zoning and building area restrictions
4. Site Concepts
 - a. Develop two (2) alternate site concepts for review and discussion
 - b. Conduct one (1) owner meeting for review and input
5. Documentation of Existing Conditions
 - a. Generally locate existing gas, water, electric utilities and underground water way
 - b. Review existing building and site drawings
 - c. Review if available existing soil reports
6. Architectural Research
 - a. Research relevant precedents from projects facing similar or related program, site, context and design issues
7. Environmental Analysis
 - a. Review applicable reports provided by the Village to understand the extent of hazardous materials present that need to be removed
8. Preliminary Cost Analysis
 - a. Develop a cost model based on the project type and quality level desired by the Village.
 - b. The estimate will be expressed as a cost per square foot

DEWBERRY ARCHITECTS INC.
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Step 2: Concept Development:

1. Develop two (2) alternate building concepts for review and discussion
2. Conduct two (2) owner meetings for review and comment
3. Develop systems narratives for civil, structural, security, IT, mechanical, electrical and fire protection

Step 3: Final Documentation:

1. LEED Checklist
2. Site Plan
3. Floor Plans
4. Roof Plans
5. Building Elevations
6. Building Sections
7. Typical Wall Sections
8. 3D Views - a maximum of four (4)

Step 5: Village Board Presentation:

1. Attend one (1) Village Board meeting and present a PowerPoint presentation to gain understanding and approval
2. Revise final report as necessary

Timeline:

Dewberry will complete the Preliminary Design Phase within 90 days of receiving a signed contract from the Village of East Dundee assuming that we will have immediate access to the building and site.

Tentative Project Schedule

Preliminary Design	April – June 2013
Construction Documents	July – September
Permit Submittal / Review	October – November
Bidding	December 2013 – February 2014
Construction Start	April 2014

Basic Compensation:

Basic compensation for the Preliminary Design Phase shall be a lump sum fee of \$54,140. The Preliminary Design Phase fee was developed based on the construction manager's estimated construction costs included in the Police Facility feasibility Report, dated March 14, 2012 and the Village Hall Improvement Study, dated May 22, 2012.

Basic compensation for each phase of services shall be as follows:

Preliminary Design	15%
Construction Documents	55%
Bidding	10%
<u>Construction</u>	<u>20%</u>
Total Basic Compensation	100%

Assuming that 15% of the total fee is for the Preliminary Design Phase we have calculated our fee as follows:

Police Facility	$\$1,721,869 \times 8.9\% = \$153,250 \times 15\% = \$22,990.00$
On Site Construction Observation	$\\$1,721,869 \times 1.0\% = \\$17,220$ <i>H.M.</i>

DEWBERRY ARCHITECTS INC.
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Village Hall $\$1,490,673 \times 8.9\% = \$132,670 \times 15\% = \$19,900.00$
~~On Site Construction Observation $\$1,490,673 \times 1.0\% = \$14,906.73$ HM~~
Total Lump Sum Fee $\$318,050$
Sub-Total Lump Sum Fee for Preliminary Design Phase = $\$42,890.00$

LEED Compensation:

LEED compensation shall be a lump sum as follows:

Police Facility $\$37,500 \times 15\% = \$ 5,625.00$
Village Hall $\$37,500 \times 15\% = \$ 5,625.00$
Total Lump Sum Fee $\$75,000$
Sub-total Lump Sum Fee for Preliminary Design Phase = $\$11,250.00$

Total Lump Sum Fee for Preliminary Design = $\$54,140.00$

Reimbursable Expenses:

Reimbursable expenses shall be in addition to the Lump Sum Fee and invoiced at the cost incurred times a multiple of 1.15.

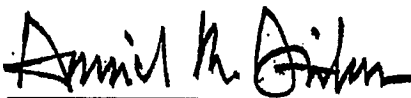
Cost Not Included:

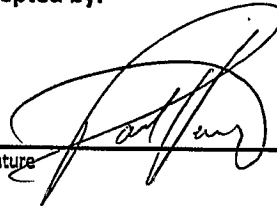
The following costs are not included in our fee and are considered Client costs.

- USGBC LEED Registration and Review Costs
- Energy Modeling
- LEED Commissioning
- Environmental Assessments
- Soil Borings
- Plat of Survey
- Historic Restoration Specialist / Work
- Interior Design
- Landscape Architecture
- Furniture and Equipment
- Construction Testing

Offered by:

Accepted by:





Signature

April 4, 2013

Date

Signature

Date

Daniel R. Atilano, AIA / Principal

Printed Name/Title

Printed Name/Title

DEWBERRY ARCHITECTS INC.
Agreement for the Provision of Limited Professional Services

Terms and Conditions

The Client requests and authorizes Dewberry Architects Inc. to perform the services outlined in this agreement for the stated fee arrangement.

Standard of Care:

Services performed by Dewberry Architects Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Access to Site:

Unless otherwise stated, Dewberry Architects Inc. will have access to the site for activities necessary for the performance of the services. Dewberry Architects Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes between the Client and Dewberry Architects Inc. shall be submitted to non-binding mediation. Client and Dewberry Architects Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Direct Expenses:

Dewberry Architects Inc.'s Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Dewberry Architects Inc. A service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Dewberry Architects Inc.'s compensation when involving Client.

Billings/Payments:

Invoices for Dewberry Architects Inc.'s services shall be submitted, at Dewberry Architects Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Invoices shall be payable within 30 days after the invoice date. Client shall notify Dewberry Architects Inc. in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable. If the invoice is not paid within 30 days, Dewberry Architects Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

Late Payments:

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Dewberry Architects Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Dewberry Architects Inc..

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Dewberry Architects Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Dewberry Architects Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, Dewberry Architects Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated for convenience on 30 days' written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Dewberry Architects Inc. will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

Ownership of Documents:

All documents produced by Dewberry Architects Inc. under this agreement shall remain the property of Dewberry Architects Inc. and may not be used by the Client for any other endeavor without the written consent of Dewberry Architects Inc.

Interpretation:

The law of the state of Illinois shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.



VILLAGE OF EAST DUNDEE

120 Barrington Avenue, East Dundee, Illinois 60118 847-426-2822 fax: 847-426-2956

April 5, 2013

To: Village Board

From: Robert J. Skurla *RJS*
Village Administrator

Ref: Dewberry Contract for architectural services to retrofit the current Fire District building to a Police Department, and rehab the current Village Hall.

Attached is a draft contract from Dewberry Architects, Inc. to deliver the first phase of architectural services for the above referenced projects. This contract covers approximately 15% of their proposed work on both projects, or the section referenced as the "Preliminary Design Phase". The other three Phases – Construction Documents, Bidding and Construction – are broken down by their percentage of the total service costs and timeline on page two of the draft contract.

Although referenced in the contract but not budgeted in the Preliminary Design Phase is "On-site Construction Observation" at 1% of the total project construction cost, Jim Kelly and I feel that Jim's acting as the Village's Construction Manager will make this part of Dewberry's proposed service unnecessary.

Suggested Disposition: Approve this Phase 1 contract with Dewberry with the understanding that "On-site Construction Observation" will be stricken from this and subsequent contract language.