



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
TRIA Architecture, Inc. FOR Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural  
Services  
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 17th day of May, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and TRIA Architecture, Inc. (hereinafter referred to as “Consultant”). Village and Consultant may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Consultant will provide the Services and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal and further described below:

Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services  
(collectively referred to as the “Services”)

The Consultant’s proposal(s) is/are attached hereto and made a part of this Agreement as Exhibit A (the “Services” or the “Project”). Consultant and Village recognize that Consultant's Services may include working on various projects for the Village. Consultant shall issue a new Statement of Services and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Services, Consultant will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant unless agreed to in writing by the Village and the Consultant. Any provisions in the Consultant’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control unless agreed to in writing by the Village and the Consultant.

2. Payment:

- A. Contract Sum: The Contract Sum for the Consultant’s performance of the Services (the “Contract Sum”) shall be calculated as set forth in Exhibit A, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed the Board approved budgeted amount.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services (the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

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- B. Payment: The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- D. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. Specific projects under this Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached

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to this Agreement as Exhibit A. The term “Contract Documents” means and includes this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Consultant’s proposal (Exhibit A)

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents unless agreed to in writing by the Village and the Consultant.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than 30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the “Commencement Date”), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the “Completion Date”), barring delays caused by circumstances beyond the reasonable control of Consultant, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. If requested by the Village, the Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village’s compliance with any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Mike Mazza  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6108

**To the Consultant:**

Name: James A. Petrakos, AIA, LEED AP  
TRIA Architecture, Inc.  
901 McClintock Dr, Suite 100  
Burr Ridge, IL, 60527  
Telephone: 630-455-4500

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or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason. Any alteration of the plans by the Village without the Consultant's approval is at its sole risk and responsibility and without liability to the Consultant.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Services shall be made after delivery. Final inspection, acceptance and/or rejection of Services shall not impose liability on the Village for Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property caused by the Consultant's negligent acts or omissions in the performance of services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
  - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint") referenced in A above, the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
11. Insurance:
  - A. Prior to Commencement of Work:
    - (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this

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Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the services hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant’s insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Consultant shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

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- (iii) Workers' Compensation Insurance:  
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
  - (iv) Professional Liability:
    - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
    - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
  - (v) Umbrella Policy:  
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
  - (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional

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Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- I. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- J. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- K. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- L. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- M. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers,

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directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables,

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business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.

- B. **Use of Confidential Information.** The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
- C. **Authority Confidential Information.** The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software by the Village is at the Village's sole risk and responsibility to preserve the confidentiality of the information from cyber-attacks, but shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. **Standard of Performance:** The Consultant must perform all Services required of it under this Agreement in accordance with the judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) similarly credentialed professionals of good standing who are performing services which are of similar scope, nature and complexity as the Services (the "Professional Standard") in the same or similar locale. All Services shall be performed by the Consultant in a prompt and expeditious manner and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. **Feasibility of Performance.** The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or

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cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to perform the services.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment: The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and its Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

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17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultants, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works Employment Discrimination Act: The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be

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refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

**Drug-Free Workplace:** The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

**Disadvantaged Business Enterprise Assurance:** In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports,

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videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) not already in the possession of the Village and to provide the requested public records not in the possession of the Village to the Village within two (2) business days of the request being made by the Village. Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, with an option to extend for two (2) additional years at the Village’s discretion, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village’s authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant’s Proposal. Without invalidating this Agreement or any other Scope of Services in progress at the time, any single Scope of Services may be terminated upon fifteen (15) days’ notice to Consultant, and neither Party shall have any further liability thereunder except for the payment of services rendered. The Consultant may

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terminate the Agreement in the event the Owner fails to pay the Consultant pursuant to the terms of this Agreement upon fifteen (15) days prior written notice to the Owner.

26. Supersede: The terms, conditions and specifications set forth in this Agreement and Exhibit A shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents unless otherwise agreed to in writing by the Village and the Consultant.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. Developments and Intellectual Property Rights.
  1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the

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Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant's retention by the Village, or to any inventions that the Consultant develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant's possession, indexed and arranged to the satisfaction of the Village.

35. Joint and Several Liability. In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.

36. No Waiver. No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other

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term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

TRIA Architecture, Inc.

VILLAGE OF ORLAND PARK

By:

By:

Name:

Name:

Its

& Authorized Agent

Title:

EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Consultant's Proposal(s)

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

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 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

The undersigned James A. Petrakos, as Managing Principal  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of TRIA Architecture, Inc., certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No [ ]

Federal Employer I.D.#: 20-1031324  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois April 5, 2004  
*(State of Incorporation)* *(Date of Incorporation)*

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  No [ ]**

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

**3) SEXUAL HARASSMENT POLICY: Yes  No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.


5) TAX CERTIFICATION:            Yes     No  ]

Contractor is current 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 appropriate 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

**James A. Petrakos**  
\_\_\_\_\_  
Name of Authorized Officer

**Managing Principal**  
\_\_\_\_\_  
Title

**February 17, 2022**  
\_\_\_\_\_  
Date



## ***INSURANCE REQUIREMENTS***

*Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.*

### **WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

### **GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate

**Additional Insured Endorsements:** ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory  
Waiver of Subrogation in favor of the Village of Orland Park

*Please provide the following coverage, if box is checked:*

#### **PROFESSIONAL LIABILITY**

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

#### **UMBRELLA LIABILITY (Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
***EXCESS MUST COVER:*** General Liability, Automobile Liability, Employers' Liability

#### **UMBRELLA/EXCESS PROFESSIONAL LIABILITY**

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

#### **BUILDERS RISK**

Completed Property Full Replacement Cost Limits -  
Structures under construction

#### **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**

\$1,000,000 Limit for bodily injury, property damage and remediation costs  
resulting from a pollution incident at, on or mitigating beyond the job site

#### **CYBER LIABILITY**


\$1,000,000 Limit per Data Breach for liability, notification, response,  
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON \_\_\_\_\_

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Authorized to execute agreements for:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.*

**PROPOSAL SUMMARY SHEET**  
RFQ 22-004  
Professional MEP and Architectural Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Tria Architecture, Inc.

Street Address: 901 McClintock Drive, Suite 100

City, State, Zip: Burr Ridge, Illinois 60527

Contact Name: James A. Petrakos, AIA, LEED AP

Phone: 630.455.4500 Fax: 630.455.4040

E-Mail address: jpetrakos@tria-arch.com

Signature of Authorized Signee:  \_\_\_\_\_

Title: Managing Principal

Date: February 17, 2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: TRIA Architecture, Inc.  
*(Enter Name of Business Organization)*

- |                 |  |
|-----------------|--|
| 1. ORGANIZATION | <u>Village of New Lenox</u>                    |
| ADDRESS         | <u>1 Veterans Pkwy, New Lenox, IL 60451</u>    |
| PHONE NUMBER    | <u>815.462.6410</u>                            |
| CONTACT PERSON  | <u>Mr. Kurt Carroll, Village Administrator</u> |
| YEAR OF PROJECT | <u>2012 - Current (Multiple Projects)</u>      |
| 2. ORGANIZATION | <u>Village of Homer Glen</u>                   |
| ADDRESS         | <u>14240 W 151st St, Homer Glen, IL 60491</u>  |
| PHONE NUMBER    | <u>708.301.0632</u>                            |
| CONTACT PERSON  | <u>Mayor George Yukich</u>                     |
| YEAR OF PROJECT | <u>2015 - Present (Multiple Projects)</u>      |
| 3. ORGANIZATION | <u>City of Lockport</u>                        |
| ADDRESS         | <u>222 E 9th Street, Lockport, IL 60441</u>    |
| PHONE NUMBER    | <u>815.838.0549</u>                            |
| CONTACT PERSON  | <u>Mr. Brent Cann, Public Works Director</u>   |
| YEAR OF PROJECT | <u>2014 - Present (Multiple Projects)</u>      |



February 17, 2022

Village of Orland Park  
RFQ #22-004

# STATEMENT OF INTEREST & QUALIFICATIONS

Submitted By:  
James A. Petrakos, AIA, LEED AP

TRIA Architecture  
901 McClintock Drive, Suite 100  
Burr Ridge, Illinois 60527

630.455.4500  
[TriaArchitecture.com](http://TriaArchitecture.com)







## OUR FIRM



### TWO OFFICE LOCATIONS

BURR RIDGE, IL  
CHESTERTON, IN



### OVER SEVENTEEN YEARS IN BUSINESS

TRIA HAS BEEN PROUDLY SERVING OUR CLIENTS SINCE 2004



# \$600M

OVER \$600,000,000 IN CONSTRUCTION PROJECTS



### OVER 75 YEARS EXPERIENCE

TRIA'S THREE PARTNERS COLLECTIVELY HAVE OVER 75 YEARS OF EXPERIENCE IN THE PUBLIC MARKET



## OUR STAFF

# 18

TEAM MEMBERS



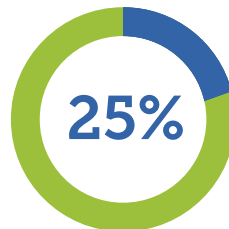
14 ARCHITECTURAL STAFF

2 INTERIOR DESIGNERS

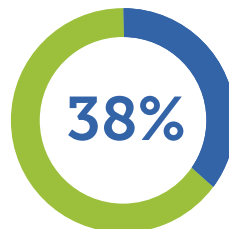
1 GRAPHIC DESIGNER

1 ADMIN STAFF

TRIA IS AN EQUAL OPPORTUNITY EMPLOYER



MINORITY STAFF MEMBERS



FEMALE STAFF MEMBERS



## OUR PHILOSOPHY



### TAILORED SERVICES

AS A MID-SIZED FIRM, WE ARE AWARDED THE FLEXIBILITY TO ADDRESS NOT ONLY THE DIVERSE NEEDS OF BOTH LARGE AND SMALL PROJECTS BUT ARE SIZED TO DO BOTH WELL



### CREATIVE SOLUTIONS

IT IS OUR GOAL TO UNDERSTAND YOUR PROBLEMS AND FACILITATE SOLUTIONS. THE CORNERSTONE OF OUR DESIGN PHILOSOPHY CONSISTS OF A COLLABORATIVE EFFORT PUT FORTH BY OUR TEAM AND YOUR KEY STAKEHOLDERS.



### PERSONAL ATTENTION

THE MAJORITY OF OUR FIRM'S WORK COMES FROM REPEAT BUSINESS AND CLIENT REFERRALS. WE BELIEVE THIS DEMONSTRATES OUR LEVEL OF SERVICE AND ABILITY TO FOSTER MEANINGFUL, PROFESSIONAL RELATIONSHIPS.

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.



February 17, 2022

Office of the Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

Re: Statement of Interest & Qualifications for Architectural Services for: RFQ #22-004 Professional MEP and Architectural Services

Members of the Selection Committee:

With great enthusiasm I submit TRIA Architecture's team qualifications for this exciting opportunity to work with the Village of Orland Park. As someone born and raised on the south side, and as one of the leading municipal architectural firms that works on many south suburban municipalities around you, we understand the needs of the region and are well versed in assisting you with all of your needs; from facility assessments, to renovations, to new facilities. We believe in building strong personal relationships with our clients and their communities through three pivotal value points: **Tailored Services, Creative Solutions, and Personal Attention.**

**Tailored Services.** While always placing an emphasis on service, we know that no two Village's needs are the same, and although projects may be similar in scope, every project is unique. Apart from the normal project work, we will also provide assistance to your staff by facilitating in-house projects through code reviews, quick design sketches, and contractor back-ground checks.

**Creative Solutions.** As your Architect, we will become your advisor, your construction cohort, and, above all else, your creative solution provider. The cornerstone of our design philosophy consists of a collaborative effort put forth by our team and the Village's key stakeholders. We are here to support and accommodate your Village with creative solutions that facilitate your needs and stay well within your budget.

**Personal Attention.** Of our three pivotal value points, we believe our personal attention to the client is truly the core value from which the other values are influenced. With a majority of our firm's work coming from repeat business and client referrals, we believe our level of service and ability to foster meaningful, professional relationships is clearly demonstrated in our history of work. Our team is there from the beginning until the end, from the first nut to the last bolt, wearing the dust proudly along the way as we meet each milestone.

On behalf of TRIA Architecture, we greatly appreciate the time taken to review our qualifications as we would very much like to grow our relationship with the Village of Orland Park and assist with future development.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Petrakos", written over a blue horizontal line.

**TRIA ARCHITECTURE**

James A. Petrakos, AIA, LEED AP  
Managing Principal

**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

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## **Proposal Summary Sheet**

## **Certificate of Compliance**

## **Insurance Requirements**

### **Section One:**

#### **FIRM INFORMATION**

- 1.1: Firm Information
- 1.2: Firm Services

### **Section Two:**

#### **HIGHLIGHTED PROJECTS**

### **Section Three:**

#### **KEY PERSONNEL & EXPERIENCE**

- 3.1: Project Team
- 3.2: Project Team Organization
- 3.3: Project Team Resumes
- 3.4: Sub-Consultants

### **Section Four:**

#### **PROJECT APPROACH**

- 4.1: Inception to Owner Acceptance
- 4.2: Cost Estimating
- 4.3: Investigating & Qualifying Bidders

### **Section Five:**

#### **QUALITY ASSURANCE**

- 5.1: Quality Assurance/Quality Control

### **Section Six:**

#### **CLIENT REFERENCES**

**PROPOSAL SUMMARY SHEET**  
RFQ 22-004  
Professional MEP and Architectural Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Tria Architecture, Inc.

Street Address: 901 McClintock Drive, Suite 100

City, State, Zip: Burr Ridge, Illinois 60527

Contact Name: James A. Petrakos, AIA, LEED AP

Phone: 630.455.4500 Fax: 630.455.4040

E-Mail address: jpetrakos@tria-arch.com

Signature of Authorized Signee:  \_\_\_\_\_

Title: Managing Principal

Date: February 17, 2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

The undersigned James A. Petrakos, as Managing Principal  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of TRIA Architecture, Inc., certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D.#: 20-1031324  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois April 5, 2004  
(State of Incorporation) (Date of Incorporation)

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  No**

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

**3) SEXUAL HARASSMENT POLICY: Yes  No**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION:            Yes     No  ]

Contractor is current 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 appropriate 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

**James A. Petrakos**  
\_\_\_\_\_  
Name of Authorized Officer

**Managing Principal**  
\_\_\_\_\_  
Title

**February 17, 2022**  
\_\_\_\_\_  
Date





## ***INSURANCE REQUIREMENTS***

*Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.*

### **WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

### **GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate

**Additional Insured Endorsements:** ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory  
Waiver of Subrogation in favor of the Village of Orland Park

*Please provide the following coverage, if box is checked:*

#### **PROFESSIONAL LIABILITY**

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

#### **UMBRELLA LIABILITY (Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
***EXCESS MUST COVER:*** General Liability, Automobile Liability, Employers' Liability

#### **UMBRELLA/EXCESS PROFESSIONAL LIABILITY**

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

#### **BUILDERS RISK**

Completed Property Full Replacement Cost Limits -  
Structures under construction

#### **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**

\$1,000,000 Limit for bodily injury, property damage and remediation costs  
resulting from a pollution incident at, on or mitigating beyond the job site

#### **CYBER LIABILITY**


\$1,000,000 Limit per Data Breach for liability, notification, response,  
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 2/17/2022

  
\_\_\_\_\_

Signature

James A. Petrakos

Printed Name

Managing Principal

Title

Authorized to execute agreements for:

TRIA Architecture, Inc.

Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Ins Svcs LLC Euclid-Prof</b> 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: <b>Laurie Cloninger</b>
	PHONE (A/C, No, Ext): <b>630 625-5219</b> FAX (A/C, No): <b>610 537-4939</b> E-MAIL ADDRESS: <b>laurie.cloninger@usi.com</b>
INSURED  <b>Tria Architecture, Inc.</b> <b>901 McClintock Dr Ste 100</b> <b>Burr Ridge, IL 60527</b>	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Hartford Casualty Insurance Company</b> <b>29424</b>
	INSURER B : <b>Twin City Fire Insurance Company</b> <b>29459</b>
	INSURER C : <b>Navigators Insurance Company</b> <b>42307</b>
	INSURER D :
	INSURER E :

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAUN0956	07/21/2021	07/21/2022	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$300,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83SBAUN0956	07/21/2021	07/21/2022	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			83SBAUN0956	07/21/2021	07/21/2022	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WEGTF0979	07/21/2021	07/21/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$500,000 E.L. DISEASE - EA EMPLOYEE      \$500,000 E.L. DISEASE - POLICY LIMIT      \$500,000
C	Professional Liability			NY21DPLZ01ELRIV	03/27/2021	03/27/2022	\$2,000,000 each claim / \$2,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability is written on a 'claims made' policy form.**

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

**HIGHER LIMITS CAN BE OBTAINED UPON REQUEST**

CERTIFICATE HOLDER  <b>Tria Architecture, Inc.</b>	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Section One:

**FIRM  
INFORMATION**



## 1.1: Firm Information



### Primary Contact:

James A. Petrakos, AIA, LEED AP  
Managing Principal  
P. 630.455.4500  
F. 630.455.4040  
E. JPetrakos@Tria-Arch.com  
W. www.TriaArchitecture.com

### Principals & Staff:

TRIA Architecture was formed and is managed by three Principal Architects:

James A. Petrakos, AIA, LEED AP  
Thomas R. Szurgot, AIA, LEED AP  
Ronald E. McGrath, AIA, LEED AP

TRIA Architecture has a staff of sixteen, consisting of thirteen architects, one interior designer, one graphic designer, and one administrative staff member. We also have strong relationships with consultants in all disciplines, giving us the ability to tailor the most qualified team for each project..

### Number of Years in Business:

TRIA Architecture has been proudly serving our clients for seventeen years under the same name (our organization has not been known by any other name).

### Type of Organization:

TRIA Architecture is an S-Type Corporation.

### Number of Offices:

TRIA Architecture has three offices. Your projects will be managed by our Burr Ridge Office.

**Illinois Office  
(Headquarters)**  
901 McClintock Drive  
Suite 100  
Burr Ridge, IL 60527

**Northwest  
Indiana Office**  
436 Sand Creek Drive N  
Suite 105  
Chesterton, IN 46304

### Professional Affiliations:

*American Institute of  
Architects - Chicago,  
Northeastern Illinois  
Chapters*

*National Council of  
Architectural Registration  
Boards (NCARB)*

*American Public Works  
Association (APWA)*

*U.S. Green Building Council  
(USGBC)*

*Leadership in Energy and  
Environmental Design (LEED)*

*Roofing Consultants  
Institute (RCI)*

*Illinois City County  
Management Association  
(ILCMA)*

*Will County Governmental  
League (WCGL)*

*Illinois Association of Park  
Districts (IAPD)*

## 1.2: Firm Services



Village of New Lenox - Public Works Facility

TRIA Architecture has the capability to take any of your projects from inception to completion. Our listed scope of services is merely a glimpse into what our firm has to offer in regards to technical skills. With our capabilities and the capabilities of our potential consultants, we are more than certain that we can assist with any project, including:



### Planning



### Renovations



### Additions



### New Construction



Village of Lombard - Garfield Site Maintenance Facility

#### Planning:

- Master Planning
- Feasibility Studies
- Existing Facility Analyses
- Life-Cycle Analyses
- Facility Space Planning
- ADA Compliance Studies
- Site Selection Analyses
- Grant Writing Assistance
- Referendum Planning

#### Architectural Design:

- Project Design
- Sustainable Design
- Project Renderings
- Interactive 3D Modeling
- Project Management
- Cost Estimating
- Construction Documentation
- Bidding & Negotiation
- Construction Observation
- Close-Out Services

#### Interior Architecture:

- Interior Design
- Space Planning
- Evaluation of Existing Furniture
- Selection of Furniture and Equipment
- Selection of Interior Finishes
- Way Finding Signage
- Organizational Studies
- Project Phasing Analysis
- Graphic Design / Branding Services

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

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Section Two:  
**HIGHLIGHTED  
PROJECTS**





## SECTION THREE: KEY PERSONNEL & EXPERIENCE

Village of New Lenox  
Public Works Facility



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## Village of New Lenox: Public Works Facility

Following the construction of a Space Needs Assessment for a 85,000 s.f. public works facility in the Village of New Lenox, Tria Architecture moved forward with the design and construction of a new Public Works Facility. The facility houses the main offices, division shops, fleet maintenance, lockers, storage mezzanine, cafeteria and storage for all of their vehicles. The site consists of employee parking, salt storage, material bins and a gas/diesel fueling station. The facility is designed with space for future expansion of vehicle storage and vehicle maintenance.

**Client:**

Village of New Lenox  
1 Veterans Parkway  
New Lenox, Illinois 60451

**Project Cost:**

\$8,400,000

**Completion Date:**

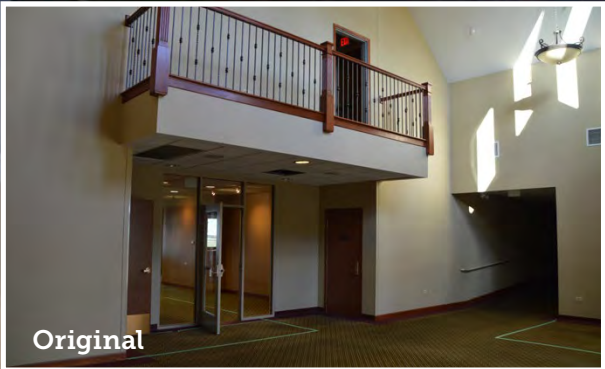
Fall 2013



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

**SECTION THREE: KEY PERSONNEL & EXPERIENCE**

Village of Homer Glen  
New Village Hall



Original

**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## Village of Homer Glen: New Village Hall

The Village of Homer Glen purchased the existing Woodbine Golf Course and Club House to establish a new residence for their Village Hall. The scope of work included revitalizing the interior portion with new cabinetry, flooring, and other interior finishes as well as addressing various structural, mechanical, electrical, and plumbing issues. The original budget for the project was for \$2,000,000 and the final design and construction of the facility fell well under the proposed amount.

**Client:**

Village of Homer Glen  
14240 West 151st Street  
Homer Glen, Illinois 60491

**Project Cost:**

\$1,343,000

**Completion Date:**

Winter 2017



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

**SECTION THREE: KEY PERSONNEL & EXPERIENCE**

Village of New Lenox  
New Metra Station



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## Village of New Lenox: New Metra Station

The Village of New Lenox ridership has been served by their circa 1903 train station which is on the local registry of historical landmarks. The current station is in disrepair and is too close to Cedar Road, thus every train arrival shuts down traffic. The Village decided to build a new station away from Cedar Road to open traffic and provide better amenities to it's ridership. This station is modeled after the federal style of Architecture which is prevalent in their civic buildings.

**Client:**

Village of New Lenox  
1 Veterans Parkway  
New Lenox, Illinois 60451

**Project Cost:**

\$8,982,000 (Actual)

**Completion Date:**

August 2021



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

**SECTION THREE: KEY PERSONNEL & EXPERIENCE**

Village of Shorewood  
New Public Works Facility



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## Village of Shorewood: New Public Works Facility

Tria developed a proposed a building program for the Village of Shorewood for a new Public Works facility that would be housed on the Mound Road site, already owned by the Village, which will include an 87,664 square foot main facility to house the administrative offices, vehicle storage, locker rooms, training facility, departmental shops, and a vehicle maintenance garage. The site will also feature two 3,000 ton salt domes, covered and open exterior storage bins, a covered leaf dump, and a fueling island with underground tanks.

**Client:**

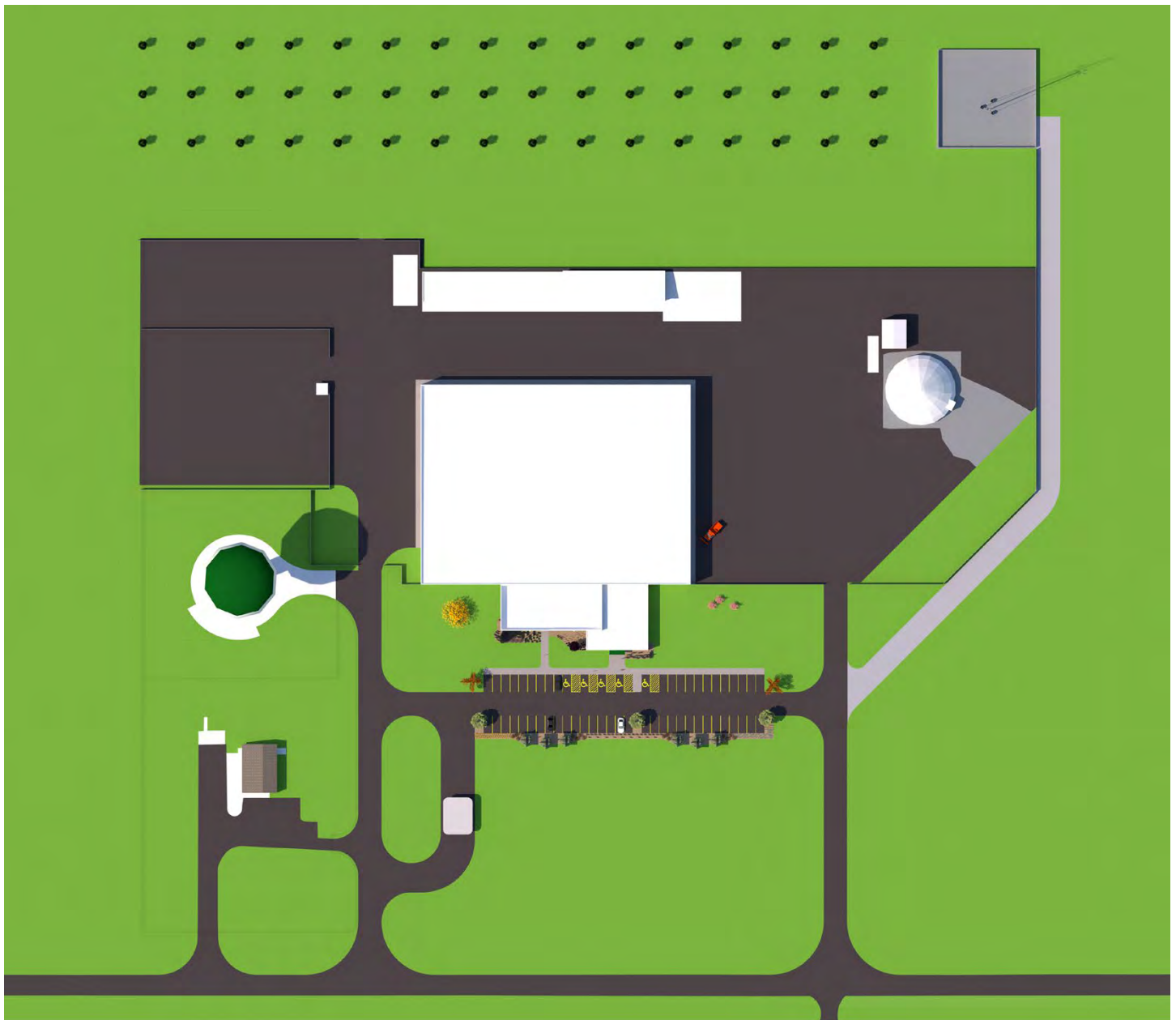
Village of Shorewood  
 One Towne Center Blvd.  
 Shorewood, Illinois 60404

**Project Cost:**

\$10,000,000 (Estimate)

**Completion Date:**

Pending





# SECTION THREE: KEY PERSONNEL & EXPERIENCE

## Orland Township Administrative Offices Space Needs Analysis



### DEPARTMENTAL LEGEND:

- |  |                        |  |                       |  |                                 |
|--|------------------------|--|-----------------------|--|---------------------------------|
|  | ASSESSORS OFFICE       |  | GENERAL ASSISTANCE    |  | YOUTH & FAMILY SERVICES         |
|  | HEALTH SERVICES        |  | OPERATIONS            |  | ELECTED OFFICIALS               |
|  | FOOD PANTRY            |  | SENIOR SERVICES       |  | ANCILLARY/ CIRCULATION / FUTURE |
|  | GENERAL ADMINISTRATION |  | SENIOR TRANSPORTATION |  |                                 |

## Orland Township: Administrative Offices Space Needs Analysis

Orland Township is a thriving organization that offers many services and social opportunities to the local community, namely senior citizens. Among other spatial organizational issues, the Township food pantry and activity center services were growing at a pace that the space allocated to them could no longer support. In an order to provide real estate to their programs most critical to the community, Tria Architecture provided a study and schematic floor plan to show how reorganization of their building and site could help accommodate the growth of these services without significant construction costs or relocation.

**Client:**

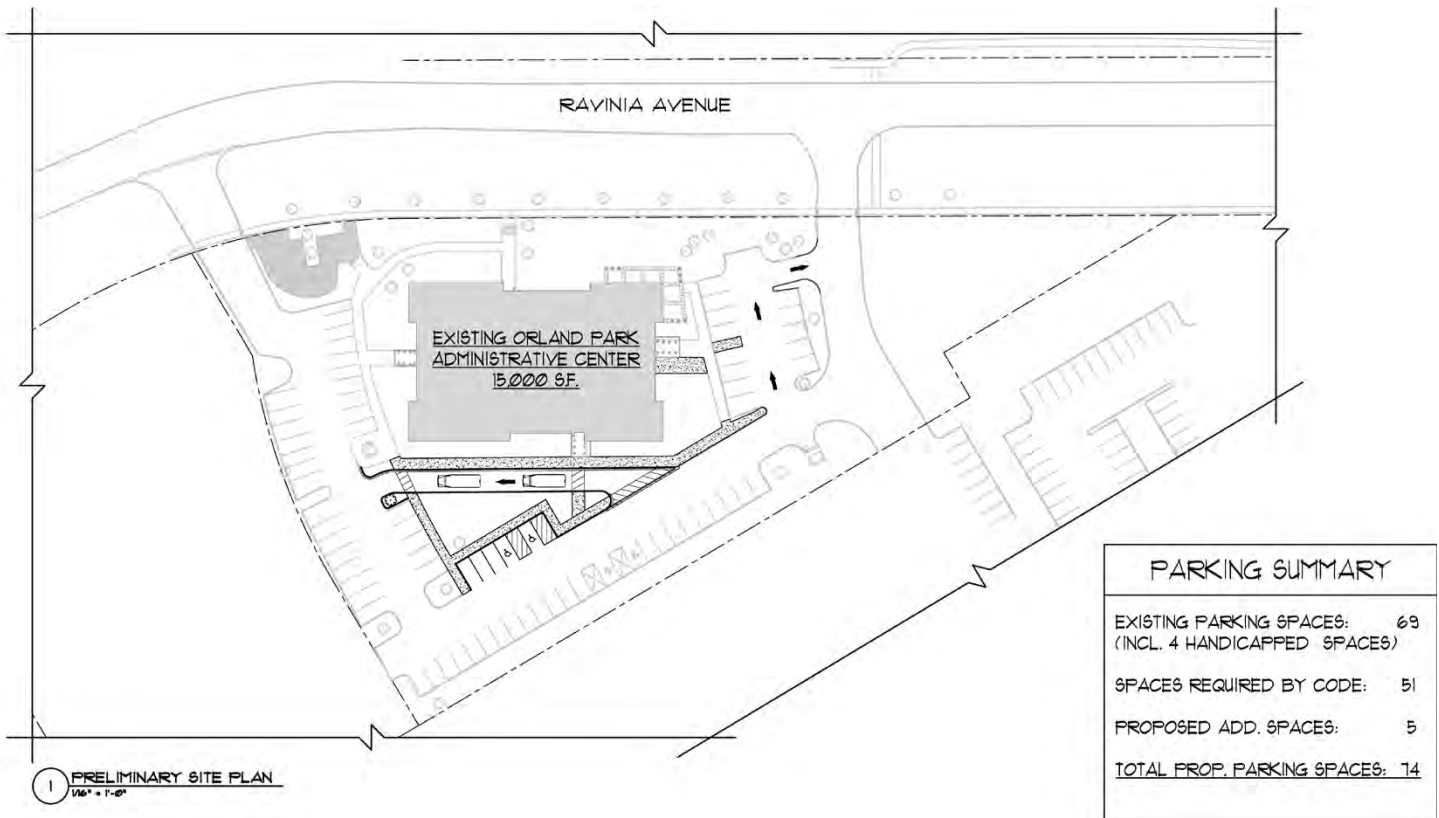
Orland Township  
 14807 South Ravinia Avenue  
 Orland Park, Illinois 60462

**Project Cost:**

\$1,000,000 (Estimate)

**Completion Date:**

Winter 2013



1 PRELIMINARY SITE PLAN  
 1/16" = 1'-0"

**SECTION THREE: KEY PERSONNEL & EXPERIENCE**

City of Country Club Hills  
City Vehicle Storage Building



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## City of Country Club Hills: City Vehicle Storage Building

Designed for the City of Country Club Hills in south suburban Chicago, Tria Architecture surpassed the city's design expectations for their new Storage Building. Designed to house the city records and winter vehicles, the project was initially intended to be a pole barn. The beautifully designed structure is both functional and well under budget.

**Client:**

City of Country Club Hills  
4200 West Main Street  
Country Club Hills, Illinois 60478

**Project Cost:**

\$1,358,000

**Completion Date:**

Summer 2006



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

## SECTION THREE: KEY PERSONNEL & EXPERIENCE

City of Country Club Hills  
Outdoor Amphitheater



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## City of Country Club Hills: Outdoor Amphitheater

Set within the Municipal Campus in the City of Country Club Hills, the Outdoor Amphitheater becomes the focal point of the campus with a capacity for approximately 5,000 patrons. The City is able to host a variety of events ranging from movie nights to R&B concerts, and large orchestral performances.

The curved roof structures provide a direct relationship with the site's curved shape. The main stage building is designed with support spaces flanking the stage to provide unobstructed views of the performance as well as a view of the landscaped pond and fountain that forms the stage's natural backdrop.

**Client:**

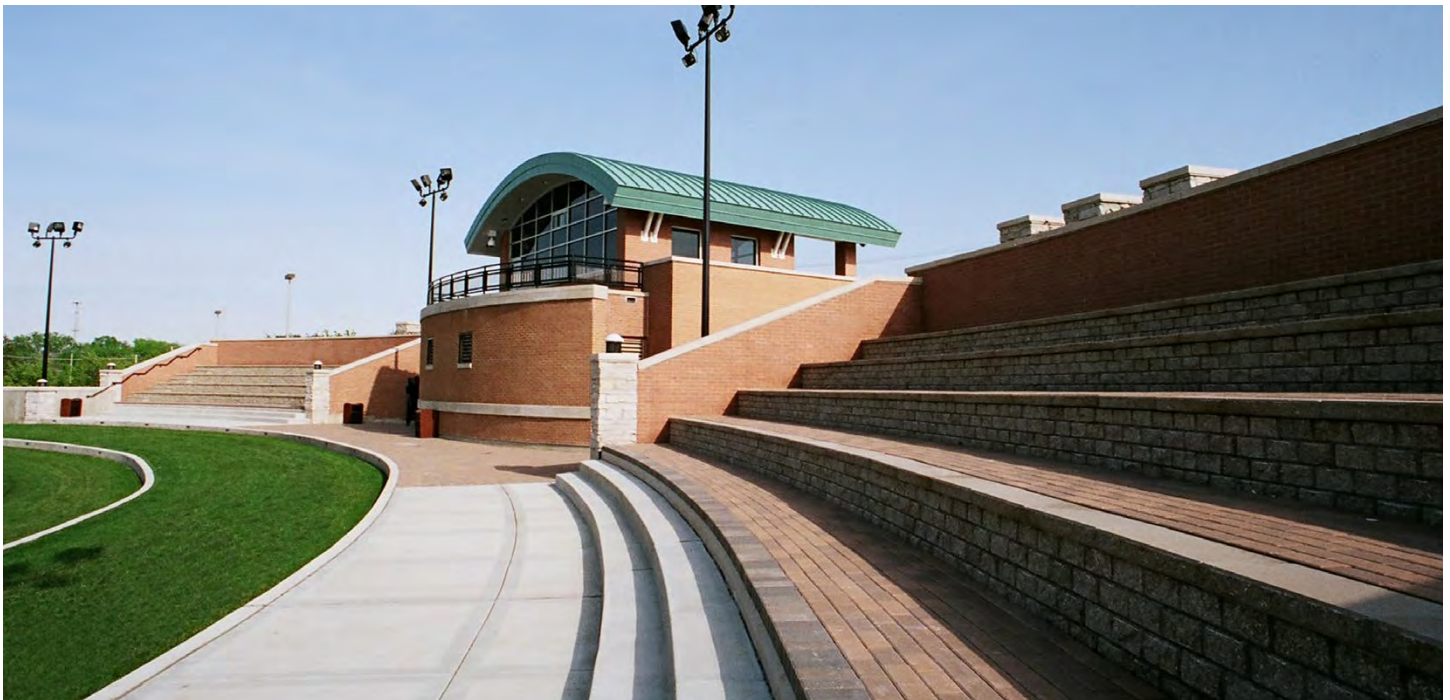
City of Country Club Hills  
4200 West Main Street  
Country Club Hills, Illinois 60478

**Project Cost:**

\$7,500,000

**Completion Date:**

Summer 2006



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

**SECTION THREE: KEY PERSONNEL & EXPERIENCE**

City of Palos Hills  
New Public Works Facility



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## City of Palos Hills: New Public Works Facility

In 2018, Tria partnered with Christopher B. Burke Engineering, LTD. to develop a new Public Works facility for the City of Palos Hills. The new two-story Public Works building features storage for 33 vehicles, one (1) wash bay, three (3) maintenance bays, a brine facility, locker room facilities and administrative offices. Expanding beyond the building, the 7.5 acre site includes a parking lot for Public Works employees, fueling station, material storage yard, salt storage, and an at-grade, dry bottom stormwater pond.

**Client:**

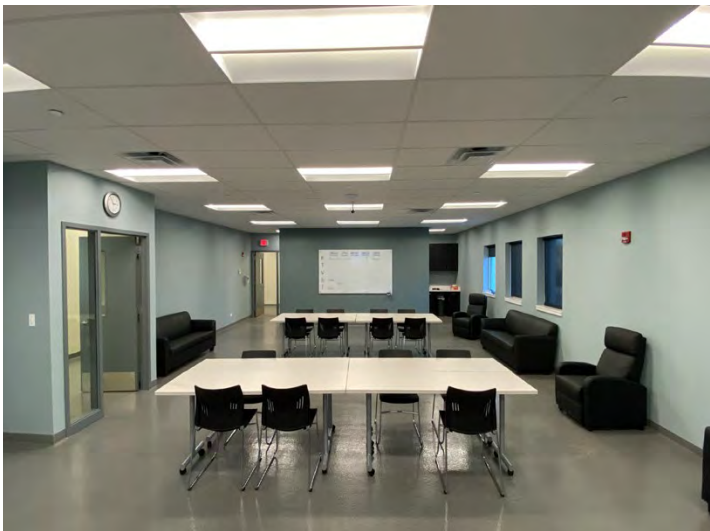
City of Palos Hills  
10335 South Roberts Road  
Palos Hills, Illinois 60465

**Project Cost:**

\$7,000,000

**Completion Date:**

November 2020



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.



## SECTION THREE: KEY PERSONNEL & EXPERIENCE

Village of Homer Glen  
Heritage Park – Active Core



**TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.**

## Village of Homer Glen: Heritage Park – Active Core

The Village of Homer Glen hired Tria Architecture to convert land that was previously a golf course into a public park. Partnering with GreenBerg Farrow and HR Green, the project is expected to be completed in Spring 2019.

The Active Core contains a selection of active and passive features in the center of Heritage Park, featuring various walking paths, a challenge course, nature based play areas, a sensory garden, a fitness area, large and small game courts, a court plaza, and a pavilion. Expanded parking lots, smart lighting and landscaping, and a multipurpose walking and biking trail provides a safe and convenient accessibility to the park's amenities.

**Client:**

Village of Homer Glen  
14240 West 151st Street  
Homer Glen, Illinois 60491

**Project Cost:**

\$2,600,000

**Completion Date:**

Summer 2019



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

## SECTION THREE: KEY PERSONNEL & EXPERIENCE

### Village of New Lenox Space Needs Assessment

#### SPACE NEEDS ANALYSIS:



#### Village of New Lenox - Public Works Facility

Division and Room Size Analysis

Division and Room Type: Proposed S.F.: Proposed Floor Level: Proposed Security Level: Room Type: Notes:

Office Area:					
Public Works Director	280.0	1			
Assistant Public Works Director	215.0	1			
Director - Water	210.0	1			
Director - Streets	210.0	1			
Director - Forestry	210.0	1			
Admin. Assistant	210.0	1			2 workstations
Admin. /Files	283.0	1			
General Office Area (cubicles)	241.0	1			4 workstations
Conference Room	294.0	1			seating for 10 people
Kitchen/ Training Room w/ Vending	2146.0	1			seating for 60 People
Men's Toilet	64.0	1			
Women's Toilet	64.0	1			
Public Toilet	64.0	1			
Computer/Data/Phone Room	100.0	1			
Copy Area	111.0	1			
Storage	452.0	1			
Coffee Area	61.0	1			
Men's Locker Area	1576.0	1			(60) 24" x 24" lockers max.
Women's Locker Area	375.0	1			(10) 24" x 24" lockers max.
Laundry	64.0	1			
Quiet Room	112.0	1			
<b>Division Sub-Total:</b>	<b>7342.0</b>				

Shop Area:					
Mezzanine	8620.0	2			
Water Shop	1483.0	1			
Streets Shop	1483.0	1			
Forestry Shop	1483.0	1			
Sign Shop	1633.0	1			
Misc. Shop	1652.0	1			
Elevator	58.0	1,2			
Elevator Equipment	55.0	1			
Stairs (2)	200.0	1,2			
<b>Division Sub-Total:</b>	<b>16667.0</b>				

Fleet Maintenance:					
Maintenance Bays	4079.0	1			4 bays, 1 drive thru
Lubricant Storage Room	551.0	1			
Tire Storage Room	550.0	1			
Maintenance Manager	192.0	1			
Toilet	49.0	1			
Welding	126.0	1			
Wash Bay	1198.0	1			
Parts Storage	472.0	1			
<b>Division Sub-Total:</b>	<b>7217.0</b>				

Fleet Storage:					
Vehicle Storage	47895.0	1			
<b>Division Sub-Total:</b>	<b>47895.0</b>				

General:					
Electrical	100.0	1			
Water	207.0	1			
<b>Division Sub-Total:</b>	<b>307.0</b>				

Site:					
Site Storage Building					(10) 24" x 24" lockers max.

## Village of New Lenox: Space Needs Assessment

Tria Architecture was approached by the Village of New Lenox to conduct a Space Needs Assessment for a 85,000 s.f. public works facility. Focusing on the office, shop, fleet maintenance, and fleet storage areas - as well as the overall site - the Space Needs Assessment became the initial phase of a project which would result in the design and construction of a new Public Works Facility.

**Client:**

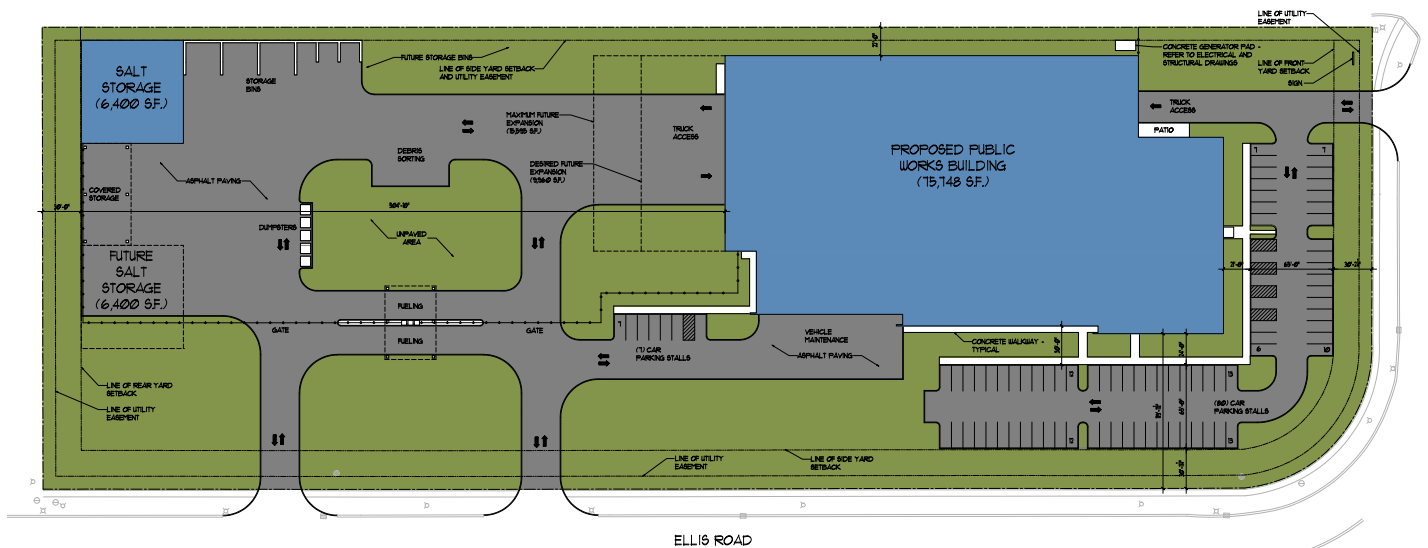
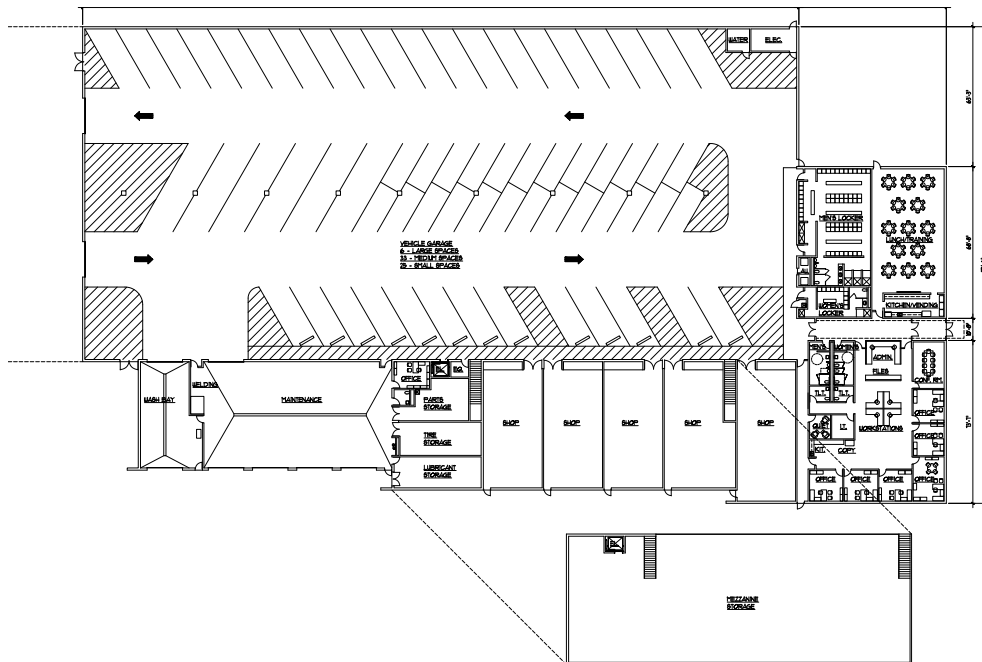
Village of New Lenox  
1 Veterans Parkway  
New Lenox, Illinois 60451

**Project Cost:**

N/A

**Completion Date:**

Spring 2012



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Section Three:

**KEY PERSONNEL  
& EXPERIENCE**



### 3.1: Project Team



**James A. Petrakos**  
AIA, LEED AP

Managing Principal

25+ Years of Experience

Master of Architecture /  
Master of Science  
(Civil Engineering)

As Co-Founder and Managing Principal, Jim will provide assistance with the project start-up procedures, by coordinating and negotiating Owner contracts and assisting in the selection of sub-consultants. Providing a constant resource for clients to address any questions or issues throughout a project, Jim will oversee the progress of any project to maintain a consistent time line that stays within budget. Jim has over twenty years of public and private architecture experience with a specialization in project management as well as a dedication to client commitment.



**Ronald E. McGrath**  
AIA, LEED AP

Project Principal /  
Facility Assessment  
Administrator

25+ Years of Experience

Master of Architecture

One of three Co-Founders and Principal Architect of TRIA Architecture, From the initial walk-through to completion, Ron will provide constant coordination between himself, key stakeholders, and any in-house staff involved with the project. With over twenty years of public and private architectural experience, Ron has a strong understanding of the importance of providing exceptional service that stays well within a client's budget.



**Jorge Ortiz**

Project Manager

21+ Years of  
Experience

Bachelor of Arts and  
Architecture

As the "boots on the ground", Jorge will provide daily coordination for any potential project that may need to be addressed. His services include proposing solutions and producing potential drawings for bidding and construction. Through the coordination of sub-consultants as well as in-house staff, Jorge will provide consistent construction observation with assistance and direction from the Project Principal when his services are required.



**Nancy Sander**  
NCIDQ, LEED AP

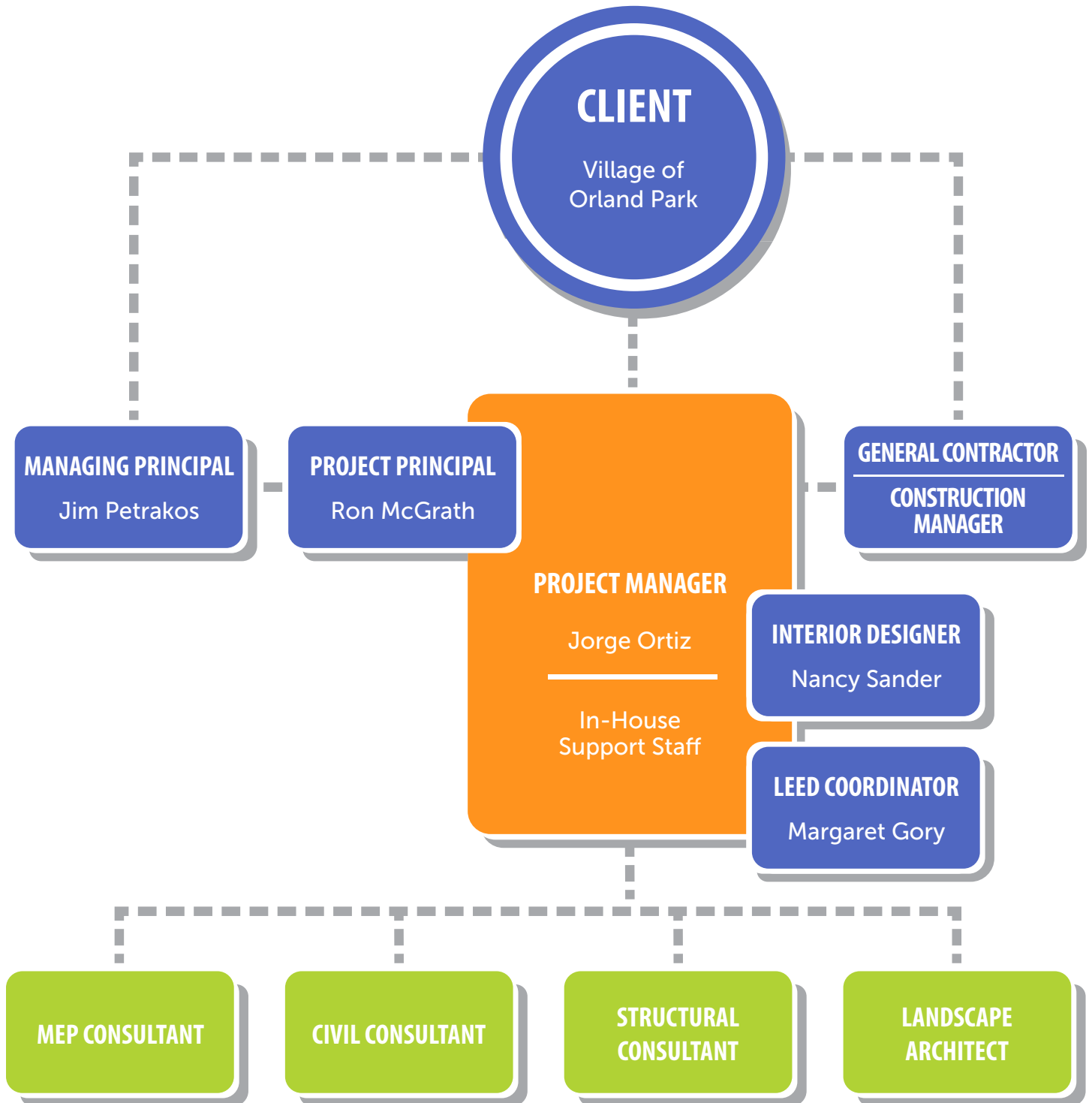
Interior Designer

21+ Years of  
Experience

Bachelors of Science  
in Interior Design

Nancy's primary responsibilities will include design with reference to space planning, lighting plans, furniture layout, and finish selections. In addition, Nancy will be responsible for specification and bidding of furniture, finish selections and construction administration, as needed. Nancy has experience in every aspect of the design process and brings a versatile skill set that makes every project shine!

### 3.2: Project Team Organization



### 3.3: Project Team Resumes

(As Follows)





## James A. Petrakos, AIA, LEED AP

### Managing Principal

Jim has over twenty five years of public and private architectural experience managing projects ranging from \$7,400,000 outdoor amphitheatres to \$50,000,000 additions and renovations. With a dedication to client commitment he is the client liaison and assists clients with project start-up procedures, the selection of sub-consultants, and the overall coordination and negotiation of Owner contracts. Apart from his role with TRIA Architecture, Jim also served as an Alderman for the City of Lockport from 2015 through 2019.

#### Experience:

17 Years with TRIA Architecture  
8 Years with Other

#### Education:

Bachelor of Science in Architectural Studies, 1993, University of Illinois at Urbana-Champaign

Masters of Architecture / Master of Science (Civil Engineering), 1997, University of Illinois at Urbana-Champaign

#### License:

Illinois License No. 001.017328

#### Affiliations:

American Institute of Architects (AIA)

U.S. Green Building Council (USGBC) - LEED AP

International Institute of Building Enclosure Consultants (IIBEC)

Illinois Association of School Boards (IASB)

Illinois Association of School Administrators (IASA)

South Suburban School Business Officials (SSSBO)

Will County School Business Officials (WILCO)

#### Community Involvement:

Former City of Lockport Alderman

Former AIA, Northeastern Illinois Chapter Board Member

Former IASBO Service Associate Advisory Committee Member

Former Boy Scouts of America Rainbow Council Board Member

### Highlighted Projects

#### Village of New Lenox

- New Public Works Facility
- New Metra Station
- Public Works Space Needs Assessment

#### Orland Township

- Administrative Offices Facility Renovations
- Administrative Offices Space Needs Analysis

#### Village of Homer Glen

- New Village Hall
- Heritage Park - Active Core
- Heritage Park - Master plan
- Village Hall Space Needs Assessment

#### City of Country Club Hills

- New City Vehicle Storage Building
- New Outdoor Amphitheater
- Community Center Renovations

#### Village of Shorewood

- New Public Works Facility
- Public Works Space Needs Assessment
- New Recreation Center Space Needs Assessment

#### City of Palos Hills

- New Public Works Facility



Village of Tinley Park - New Metra Station

“On behalf of the Village Board, the citizens of our community, and myself, I wish to thank you for making Tinley Park’s new Oak Park Avenue Train Station a regional success.”

Mayor Edward Zabrocki  
Village of Tinley Park



## Ronald E. McGrath, AIA, LEED AP

### Project Principal

With over twenty five years of architectural experience managing projects ranging from \$15,000,000 public works buildings to \$20,000,000 new manufacturing facilities, Ron has a strong understanding of the architectural process and its importance when developing a successful project. Apart from being one of three Co-Founders and Principal Architects, Ron is also TRIA Architecture's in-house roofing expert and primary facility assessment administrator.

#### Experience:

17 Years with TRIA Architecture  
8 Years with Other

#### Education:

Bachelor of Science in Architectural Studies, 1993, University of Illinois at Urbana-Champaign

Masters of Architecture , 1995, Washington University St. Louis, Missouri

#### License:

Illinois License No. 001.018019

#### Affiliations:

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

U.S. Green Building Council (USGBC) - LEED AP

American Public Works Association (APWA)

International Institute of Building Enclosure Consultants (IIBEC)

Illinois Association of Park Districts (IAPD)

Illinois City/County Management Association (ILCMA)

Capital Development Board (CDB)

Will County Governmental League (WCGL)

#### Publications:

"Maintenance issues: Why do we need an architect?", December 2009 ILCMA Newsletter

### Highlighted Projects

#### City of Palos Hills

- New Public Works Facility

#### Village of Shorewood

- New Public Works Facility
- Public Works Space Needs Assessment
- New Recreation Center Space Needs Assessment
- New Police Station - Space Needs Analysis

#### Village of New Lenox

- New Public Works Facility
- New Metra Station
- Public Works Space Needs Assessment

#### Village of Homer Glen

- New Village Hall
- Heritage Park - Active Core
- Heritage Park - Master plan
- Village Hall Space Needs Assessment

#### Orland Township

- Administrative Offices Facility Renovations
- Administrative Offices Space Needs Analysis

#### City of Country Club Hills

- New City Vehicle Storage Building
- New Outdoor Amphitheater
- Community Center Renovations



River Valley Metro District - Manteno Centre

"We are not always the easiest clients to work for, however, your patience and professionalism are to be commended. You took great care in listening and helping with each comment and concern. Thank you for going that extra mile!"

Mr. Rob Hoffman  
Managing Director  
River Valley Metro Mass Transit District



**Experience:**

5 Years with TRIA Architecture  
16 Years with Other

**Education:**

Bachelor of Arts and  
Architecture, 1998,  
University of Illinois at Chicago

**Affiliations:**

American Public Works Association  
(APWA)

International Institute of Building  
Enclosure Consultants (IIBEC)

Illinois City/County Management  
Association (ILCMA)

Capital Development Board (CDB)

Will County Governmental League  
(WCGL)

Illinois Association of Park Districts  
(IAPD)

**Community Involvement:**

Former Soccer Coach at St. Charles  
East High School and West Chicago  
High School

## Jorge Ortiz

### Project Manager

Working as an architect for over twenty one years, Jorge has a wide range of experience working on various project including renovations, additions, and new buildings. Putting the client's needs first he is always readily available as project manager to assist with any issues that may arise throughout a project. Under supervision of the project principal, Jorge provides constant coordination with in-house staff throughout the life cycle of a project.

### Highlighted Projects

#### Village of Homer Glen

- New Village Hall and Community Center
- Heritage Park - Master Plan
- Heritage Park - Active Core

#### City of Palos Heights

- City Hall Renovations

#### Village of Lemont

- Building Department and Finance Renovations
- Village Hall Renovations

#### Midlothian School District 143

- Library Renovations

#### Village of New Lenox

- New Metra Train Station

#### City of Palos Hills

- New Public Works Facility

#### Village of Shorewood

- Public Works Facility - Space Needs Analysis
- New Public Works Facility

#### City of Lockport

- Public Works Addition



City of Rolling Meadows - Fire Station 16 Rendering

“The project was a great success... It was very easy to work with TRIA and they are very responsive and accommodating.”

Mr. Steven Rockey  
Village Manager (Ret.)  
City of Rolling Meadows



## Nancy Sander, NCIDQ, LEED AP

### Interior Designer

With over twenty four years of experience in Commercial and Corporate Design, Nancy brings a versatile skill set that will make any project shine! Her interior design experience includes everything from concept designs to signage packages, and much more. She has experience in every aspect of the design process from programing and information gathering to working with contractors during the design process.

#### Experience:

4 Years with TRIA Architecture  
20 Years with Other

#### Education:

Bachelor of Science in Interior Design, 1997,  
Southern Illinois University - Carbondale

#### Affiliations:

National Council for Interior Design Qualification (NCIDQ)

U.S. Green Building Council (USGBC) - LEED AP

### Highlighted Projects

#### City of Palos Heights

- City Hall Renovations

#### Village of Park Forest

- Village Hall Renovations

#### Village of New Lenox

- New Metra Train Station

#### Village of Lemont

- Building Department and Finance Renovations
- Village Hall Renovations

#### Fountaindale Public Library

- Facility Assessment

#### Midlothian School District 143

- Library Renovations



City of Country Club Hills - Outdoor Amphitheater

"I would like to formally thank TRIA Architecture, Inc. for your repeated design excellence on our projects. Your design work and guidance during construction has made the Outdoor Amphitheater a work of art and has helped us become *the #1 R&B venue in Chicagoland.*"

Henrietta Turner  
Former City Manager  
City of Country Club Hills

### 3.4: Sub-Consultants

*TRIA Architecture, Inc. is fortunate to have the ability to select the consultants that best fit our client's needs. All engineering components will be completed by qualified outside firms determined by the Village. Additionally, we are happy to work with any engineer currently working with the Village. Below is a list of consultants we have worked with on similar projects.*

**Please Note:** This is NOT a finalized list of sub-consultants for your project.

#### Mechanical, Electrical, Plumbing Engineering:

##### **CS2 Design Group, LLC**

837 Oakton Street  
Elk Grove, Illinois 60007  
847.981.1880  
www.cs2designgroup.com

**CS2 Design Group, LLC** is a mid-sized consulting firm licensed to practice mechanical and electrical engineering. Since our start in 1995, the firm has grown into an industry leader specializing in engineering for municipal and educational clients. CS2 has grown into an industry leader in the markets that it serves. We are able to hear the needs of our customers and translate them into systems required to achieve a successful project. CS2 continually provides cost effective, high quality design solutions for their clientele.

##### **W-T Engineering, Inc.**

2675 Pratum Avenue  
Hoffman Estates, Illinois 60192  
224.293.6333  
www.wtengineering.com

**W-T Engineering, Inc.** is a family of companies that comprise a full-service consulting engineering firm. For over forty years, we have been serving municipalities, school districts, park districts, architects and corporate clients with innovative and economical design solutions for their developments. We provide clients with a one-stop company to help maintain the integrity of all projects from start to finish. By incorporating all needed engineering disciplines, each customer receives the most efficient and cost effective solution for each respective project.

##### **O'Higgins and Arnold Sustainability, LLC**

769 Heartland Drive  
Sugar Grove, Illinois  
60554  
630.538.1996

**O'Higgins and Arnold Sustainability, LLC** has provided professional consulting and engineering services to a vast array of clients. Our work ethic is a reflection of the quality of work and the dedication of the staff to each and every project from start to finish. Our firm is dedicated to quality, innovation in design, ability to meet schedules, completeness and thoroughness of our designs, industry involvement, community involvement and customer satisfaction. It is this philosophy of service and the privilege to work with our distinguished clientele that keeps OAS, LLC at the head of the engineering community.

##### **Elara Engineering**

30 N. Wolf Road  
2nd Floor  
Hillside, IL 60162  
708.236.0300  
www.elaraeng.com

**Elara Engineering** is a full-service Mechanical, Electrical, Plumbing, and Fire Protection (MEPFP) consulting engineering firm specializing in the development, costing, delivery, and construction oversight of design solutions of building and utility systems, including pre-design and post-construction expertise and services. Our professional staff is driven by their collective passion to achieve sustainable energy efficiencies through constructible designs that minimize the carbon footprint on the environment, save money, and increase asset value.

## Structural Engineering:

### **Larson Engineering**

1488 Bond Street  
Naperville, Illinois 60563  
630.357.0540  
www.larsonengr.com

**Larson Engineering** is an internationally recognized, full service engineering firm with clients and projects spanning the globe. Our structural engineers deliver innovative, economical solutions that keep available resources in mind. In addition to the more traditional steel, concrete and wood, we've also engineered the use of more unique materials – including ice – for specialty structures. Our conscientious engineers guide clients toward the best solution for their unique needs.

### **W-T Engineering, Inc.**

2675 Pratum Avenue  
Hoffman Estates, Illinois 60192  
224.293.6333  
www.wtengineering.com

**W-T Engineering, Inc.** is a family of companies that comprise a full-service consulting engineering firm. For over forty years, we have been serving municipalities, school districts, park districts, architects and corporate clients with innovative and economical design solutions for their developments. We provide clients with a one-stop company to help maintain the integrity of all projects from start to finish. By incorporating all needed engineering disciplines, each customer receives the most efficient and cost effective solution for each respective project.

## Landscape Architect:

### **JSD Professional Services, Inc.**

1400 East Touhy Avenue  
Suite 215  
Des Plaines, IL 60018  
312.644.3379  
www.jsdinc.com

**JSD's Landscape Architecture** staff is experienced and knowledgeable in all aspects of the site planning process and provides a multidisciplinary approach to design challenges. Their specialized professionals guide projects from the initial planning stages through permitting and construction administration. The end result is the creation of an environment that balances aesthetics and construction costs, while integrating art and engineering, producing projects that are economical, marketable, and visible community assets.

### **Design Perspectives, Inc.**

1280 Iroquois Avenue  
Suite 110  
Naperville, Illinois 60563  
630.428.3134  
www.design-perspectives.net

**Design Perspectives, Inc.** is an award winning Naperville, IL based firm with clients across the nation. They offer a common sense approach for achieving effective results in the following areas: Commercial Landscape Architecture, Parks & Recreational Planning and Design and Comprehensive Planning & Research. Design Perspectives is small enough so that your project receives hands-on personal service and responsiveness directly from the owner. And, it is large enough to offer considerable expertise in a wide variety of areas.

### **Planning Resources, Inc.**

402 W. Liberty Drive  
Wheaton, Illinois 60187  
630.668.3788  
www.planres.com

**Planning Resources** Inc. is a MBE Chicago-area firm that specializes in community planning, landscape architecture, transportation planning and natural resources protection and management. They are based in Lombard, Illinois, and since its founding in 1982, Planning Resources has offered an interdisciplinary approach to projects, focusing on creating and maintaining livable communities

## Civil Engineering:

### **Christopher B. Burke Engineering**

16221 W. 159th Street  
Suite 201  
Lockport, IL 60441  
815.770.2850  
www.cbbel.com

**Christopher B. Burke Engineering** is a full-service consulting engineering and surveying firm specializing in civil, transportation/highway, municipal, traffic, construction, water resources, environmental, structural and mechanical engineering. CBBEL has grown to approximately 209 staff members who provide consistently high-quality services to both public and private sector clients throughout the Midwest. Our experienced staff is made up of responsive professionals who strive to provide engineering, surveying and environmental services on a personal level.

### **SPACECO, Inc.**

9575 W. Higgins Road  
Suite 700  
Rosemont, IL 60018  
847.696.4060  
www.spacecoinc.com

**SPACECO, Inc.** serves a wide range of governmental, residential, commercial, and industrial clients. We work closely with other consultants, contractors, municipal staff, reviewing agencies, architects, and other key personnel from feasibility to final engineering, ensuring seamless implementation.

### **Eriksson Engineering Associates, Ltd.**

601 West Randolph #500  
Chicago, Illinois 60661  
312.463.0551  
www.eea-ltd.com

**Eriksson Engineering Associates, LTD.** was founded in 1995 and is a creative resource for civil engineering. On educational projects, realistic site budgets must be established up front, schedules must be maintained, and strong relationships with reviewing agencies can be leveraged. EEA has worked with many school districts throughout the Chicagoland area, providing intelligent, cost-effective solutions for long-term flexibility and low-maintenance designs that allow for future expansion. Additionally, EEA's creative, multi-functional site plans offer additional instruction opportunities to enhance learning without compromising site safety or aesthetics.

### **Millies Engineering Group**

9711 Valparaiso Drive  
Suite A  
Munster, Illinois 46321  
708.474.0104  
www.milliesengineeringgroup.com

**Millies Engineering Group** is a multi-disciplined consulting engineering firm of over 40 years which provides innovative and creative evaluations and design of various environmental systems for educational, institutional, commercial and industrial facilities to end users directly and indirectly through architects and other design professionals. The firm adheres to the philosophy of providing professional services to its clients by incorporating the client as an integral member of the engineering design team, in order to meet the desired functional needs of the end user.

“

**“We work with your Village to determine which sub-consultant(s) to involve based on their experience, expertise and availability.”**

”

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Section Four:

# PROJECT APPROACH





### 4.1: Inception to Owner Acceptance: Methodology

The methodology TRIA Architecture uses in conducting a project from inception to Owner acceptance revolves around our commitment to service and placing all emphasis on our client and their needs. We rely on two main components of our Project Approach: **Tailored Project Teams and Eight Project Phases**, to ensure an efficient and budget conscious end product. Once we have been accepted as your Village's Architect, we would initiate a Kick-Off Meeting with staff to further discuss any project(s) in more detail with regards to scope, budget, scheduling, and any restrictions.

#### Tailored Project Team

Our proposed project team will consist of a personally tailored group that fits appropriately with your needs led by Project Principal, Ron McGrath, AIA, LEED AP. Ron, will handle all the "big picture" items through providing consistent management and supervision throughout each potential project as the Village's main point of contact.

Ron will be supported by our Project Manager, Jorge Ortiz, whose primary duties will consist of supporting Ron by: providing daily project coordination, serving as main line of communication between the Village and potential contractors, managing in-house design staff and consultants, and ultimately serving as the Village's "Boots on the Ground" for any and all future projects.

Depending on what stage your project may be in, we expect either Ron or Jorge to devote 40% to 90% of their daily time to any particular project and ultimately address any of the requested scope of services of your Village including:

- Attendance to meetings with Village administrative staff
- Development of preliminary drafts of the project program for Village review and comment
- Village budgetary and funding consultations
- Project scheduling consultations
- Project scope of work and needs consultations

#### 8 Project Phases

With every project being different, so too will be the scope of services and overall time line of the project. We will establish the best plan of action during an initial Kick-Off meeting for each and every future project and will discuss which project phases will be needed for successful completion. We will not proceed from one phase to the next on any project without the Village signing off to ensure that you have a complete understanding of the project's progress and scope of work. Provided is a brief description of each phase to give a further understanding of our architectural process.



#### Project Kickoff

This is the information gathering process which we start long before being accepted as a Village's architect by doing our own research of the Village and it's Community. Upon being awarded the contract, we will establish an initial meeting(s) to get a better understanding of the scope, needs, budget and restrictions of the Village by meeting with the Board, Administration, Staff, Community, and key stakeholders.

## Facility Study / Plan

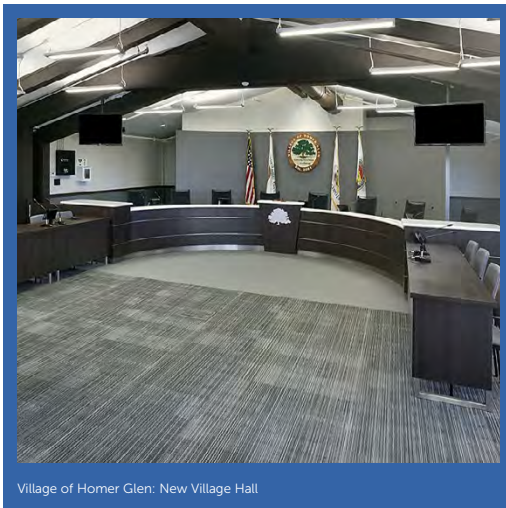
If your project involves remodeling or an addition to an existing building, you will require a record of the current conditions. Should no plans exist, we will field measure and create a CAD drawing that will be used as a base for the new project(s) to develop economical options that fulfill the goals produced during the Project Kickoff.

## Schematic Design

Schematic design typically begins with rough sketches, floor plan studies, and/or quick models. Several meetings are typical during this phase to make decisions and determine a design direction. At the end of this phase one design option will be selected to proceed with into the remainder of the design process.

## Design Development

During this phase the broad strokes from the Schematic Design phase are fine-tuned such as the size of various rooms and spaces, the final envisioned look of the project, the exterior and interior materials, and the determination of the project's systems. We will also coordinate the work of any engineering consultants, implementing their drawings into the overall design of the project.



Village of Homer Glen: New Village Hall

## Construction Documentation

This phase involves adding the detail and technical information to the design documents. Although some design meetings may still be required during this phase, it is primarily a time for the Architect and Consultants, if any, to work through the technical aspects of the project. This will be the final set of drawings issued in order to obtain pricing from contractors and receive permit approval.

## Bidding and Negotiation

TRIA Architecture will facilitate communication during the bidding process to help the Village compare qualifications of interested contractors. We will set up a pre-bid meeting and answer all questions to ensure an equal and competitive bidding environment. Once the bids are received we will open, organize and evaluate all bids and provide a letter of recommendation to the Village.

## Construction Administration and Observation

Initially we will set up a pre-construction meeting to begin to develop a relationship with the awarded contractor to ensure that they have all the information needed to proceed with the project. From the onset of the project we will continually work on building a strong working relationship with the selected contractor and encourage open lines of communication while observing the development of the project.

## Project Closeout

Once the project nears its end, we work with the Contractor to ensure the project is fully completed. At this time, we will also complete a punch list with the Owner to document any deficiencies in the construction. Once the punch list is completed by the Contractor, we submit the proper documentation to our Client for their approval. As stated in our Letter of Intent we are there for you from the beginning to the end, from "the first nut, to the last bolt".

### 4.2: Approach to Cost Estimating

Our staff is constantly being updated on existing and trending construction products to maintain their knowledge on product and labor costs through weekly meetings with vendors, attendance at conferences, and their own due diligence while working through their current and upcoming projects.

Once within the design phases of a project, our staff will continually check project estimates against the budget throughout the design phases. To further ensure an accurate estimation of construction, we will engage the assistance of a professional estimator at key milestones to confirm that the project will maintain its budget while there is still time to make adjustments if necessary.

### 4.3: Process for Investigating & Qualifying Bidders

TRIA Architecture is well versed in the bidding process and investigating bidders to ensure they are qualified and properly equipped to satisfactorily complete a project. Through bid evaluations, reference checks, and background checks we ensure you always receive the best possible fit.

#### Bid Evaluations

The information we retrieve regarding contractors during an evaluation includes whether their previous bids were received on time, whether they attended the required walkthroughs, did they present the required paperwork throughout a project, the total cost of previous projects, and if the scope of the work is covered on previous projects.

#### Reference Checks

When pursuing a reference check we have standardized questions used which include checking that the scope of work of a referenced project was met, whether the project was completed on time and on budget, if there were any issues during construction and how were they resolved, and if they would hire that particular firm again. We contact a minimum of three references and attempt to reach out to applicable industry contacts prior to making a recommendation.

#### Background Checks

We use a specific process of requesting and researching the backgrounds of our potential bidders by use of various public domain databases. Our process goes above and beyond the scope of regular background checks, which ultimately reinforces our assurance to our Client that they will always receive the best contractor for their project.

**“We want our Clients to  
make decisions that they  
feel comfortable with”**

Section Five:

**QUALITY  
ASSURANCE /  
QUALITY  
CONTROL**



### 5.1: Quality Assurance / Quality Control

Tria Architecture's Quality Assurance/Quality Control (QA/QC) Plan incorporates progress reviews and constructability reviews conducted by a Principal Architect at each project milestones. These reviews aid in design accuracy, cost estimation, reduced permit review time, fewer change orders in construction and better adherence to the project schedule. Quality is an utmost focus at Tria and leads to a superior result.

At 100% Schematic Design, the project is reviewed for adherence to the Owner's program as well to identify any potential constructability and operational concerns. A preliminary cost estimate is provided to allow for design changes needed to meet budget without impacting schedule.

The designs are again reviewed at 100% Design Development to confirm the Owner's program and goals are being accomplished and to confirm that all design decisions are being addressed prior to the start of Construction Documents. A detailed cost estimate is prepared at this phase to identify any further modifications needed for the design to remain on budget.

During Construction Documents, the design is reviewed at 50% and at 90% completion. These reviews are more technical in nature and are completed with the goals of minimizing change orders and confirming that your goals have been addressed. The final 90% review is a thorough review of all documents to complete any remaining coordination and detailing to prepare for bidding, permit and construction. The cost estimates are updated at the milestones so adjustments can be made to remain on budget.

QA/QC comments are received from reviewers at each project milestone and are addressed by the Project Manager with the project team. The project documents are submitted to the Owner only after these QA/QC reviews are completed.

A testament to Tria's QA/QC procedures are evidenced by tightly grouped bids, reduced change orders during construction, and adherence to schedules and budgets.

**Below is a detailed list of our process for each phase:**

#### Project Kickoff

1. Field verify existing conditions.
2. Verify the Owner's list of building functions and spaces.
3. Verify the Owner's list of equipment and furnishings.
4. Review budget.
5. Review preliminary project schedule.
6. Request surveys and environmental testing data if applicable.
7. Review zoning requirements.
8. Determine drainage and storm water requirements.



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### Schematic Design

1. Review all data furnished, including building design program, project budget, site, space and special requirements.
2. Prepare functional space plans.
3. Create or obtain list of special building equipment and fixtures require by the Owner that may affect consultants' work; distribute the lists to appropriate consultants.
4. Prepare basic Schematic Design documents to include:
  - a. Site plan with diagrammatic indications showing horizontal relationships
  - b. Sections through site showing vertical relationships
  - c. Principal floor plans
  - d. General descriptive views or elevations
5. Prepare a general description of the project, including materials and equipment outlines
6. Begin research on materials, equipment, fixtures and building a systems.
7. Prepare an estimate of probable construction cost based on all available data. Include appropriate contingency to cover future development of the project.
8. Submit Schematic Design documents to the Owner. (These documents may include but may not be limited to, drawings, descriptions, calculations, outline specifications, colors, materials and statements or probable construction cost.)
9. Prepare a presentation of the optional design features and variations.
10. After presentation, evaluate changes and comments.
11. Obtain Owner's written approval of Schematic Design documents
12. Obtain Owner's written authority to proceed to the Design Development phase.

### Design Development

1. Review and Update schedule of completion date for this and all subsequent phases. Inform the project team and Owner of any revisions.
2. As documents develop, confer with and obtain preliminary review from regulatory agencies such as:
  - a. Building department
  - b. Fire Marshall (state and local)
  - c. Department of Health
  - d. Zoning commission
  - e. Planning commission
  - f. Design Review Board
3. Review the building design program and verify compliance
4. Receive results of all investigations and tests, including soil borings and analysis. Forward information to the appropriate consultants.
5. Obtain Owner's standards and requirements, if any, for document format and other presentation material.
6. Prepare site plan indicating building location(s) and site improvements
7. Prepare other necessary documents including: plans, elevations, sections, schedules and notes.
8. Prepare area calculations (net and gross).
9. Prepare preliminary Project Manual
10. Review architectural designs with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.
11. Direct consultants to prepare design documents as required to illustrate and describe their portions of the project.
12. Reach agreement on structural, mechanical, electrical and other building systems.

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### Design Development (Continued)

13. Update the statement of probable construction cost.
14. Submit Design Development documents.
15. Obtain written approval of Design Development documents
16. Obtain Owner's written authorization to proceed to Construction Documents phase.

### Construction Documents

1. Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
2. As documents develop, confer with and obtain further review from regulatory agencies such as:
  - a. Building department
  - b. Fire Marshall (state and local)
  - c. Department of Health
3. Check with applicable regulatory agencies and establish schedule for submission and/or review.
4. Coordinate drawings with Project Manual
5. Develop a list of required drawings; check requirements of Owner and governing bodies
6. Establish a checklist and timetable for client's applications for approvals and permits from governing bodies.
7. If applicable, determine alternates, cash allowances and unit prices.
8. Obtain Owner's instructions on insurance, bonds, construction prices.
9. Submit copies of General and Supplementary Conditions for Owner's review, or obtain Owner's specific contract requirements.
10. Determine what items, if any, are to be furnished by the Owner, and those items not to be included on the contract.
11. Assemble final drawings and specifications for coordination.
12. Conduct team meetings to resolve coordination issues.
13. If project will be bid, assemble bidding documents.
14. Prepare final construction cost estimate.
15. Prepare construction testing and quality control program budgets and assist Owner in selection of testing agency.
16. Submit drawings, Project Manual, construction cost estimate and area calculations to the Owner.
17. Review list of potential bidders with the Owner.
18. Assist Owner in filing documents for final approvals and permits.
19. Obtain owners written authorization to proceed to Bidding or Negotiation phase.

### Bidding or Negotiation

1. Identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation.
2. Distribute bidding documents to bidders.
3. Issue documents to plan rooms.
4. Hold pre-bid conference, prepare a report and distribute copies.
5. Record responses to bidders' requests for clarification in the form of a written addendum distributed to all bidders.
6. Confirm participation of prospective bidders.
7. Prepare bid tabulation form.
8. Assist in the owner in receipt, tabulation and analysis of bids; check bids for irregularities.
9. Assist the Owner on selection of alternates and obtain Owner's approval.
10. Assist the Owner in the process of acceptance or rejection of bids.

### Bidding or Negotiation (Continued)

11. Notify the bidders of acceptance or rejection.
12. Request and receive submission of post-bid information
13. Assist Owner's legal counsel in the preparation of construction contract(s).
14. Obtain from the Contractor performance bonds. Review and forward copies of bonds to the Owner.
15. Obtain the Contractor's certificate of insurance. Review and forward copies of certificate to the Owner.
16. Assist the Owner in preparing and sending to the Contractor(s) notices to proceed with the work.
17. Provide the Contractor with all the necessary contract documents.
18. Obtain Owner's written approval to proceed with Construction Contract Administration phase.

### Construction Contract Administration

1. Assign contract administration and site observation responsibilities.
2. With the Owner, review and approve or take other appropriate action on the Contractor's list of subcontractors and suppliers.
3. Obtain and review Contractor's submittal schedule.
4. Establish a time and attend a preconstruction meeting.
5. Establish site observation and project meeting schedules; coordinate with agency inspection requirements.
6. If required, notify the Owner to submit applications for permanent gas, electric, water, telephone and their services.
7. Review Construction budget (including contingencies) with the Owner.
8. Review Owner-supplied labor and materials.
9. If required, send the notice to proceed to the Contractor.
10. Keep the Owner informed on the progress of the work. Prepare a field report for each visit to the site.
11. Obtain and review the Contractor's updated progress schedule and advise the Owner of potential revisions to anticipated occupancy date.
12. Prior to the first application for payment, receive, review and approve, if appropriate, Contractor's schedule of values.
13. Receive and review the Contractor's applications for payment; include reimbursable expenses.
14. Obtain and review required test reports.
15. Maintain submittal log.
16. Review the Contractors' proposed cost for changes and respond appropriately.
17. Receive from the Contractor notification of substantial completion and list items to be completed or corrected.
18. Inspect the project and confirm substantial completion.
19. When the project is judged to be substantially complete, prepare a Certificate of Substantial Completion.
20. Request that the Contractor submit project close-out documents.
21. Review close-out submittals for completeness.
22. Review the Contractor's request for final inspection and conduct a field inspection of the project to confirm completion.
23. Prepare a final field inspection report.
24. Review the Contractor's application for final payment.
25. Issue a final certificate for payment.
26. Prior to expiration of the one-year period of corrections, obtain the Owner's authorizations to conduct an inspection to determine if any work is required by the Contractors to remedy defects.



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Section Six:

# CLIENT REFERENCES



**REFERENCES**

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: TRIA Architecture, Inc.  
*(Enter Name of Business Organization)*

- |                 |  |
|-----------------|--|
| 1. ORGANIZATION | <u>Village of New Lenox</u>                    |
| ADDRESS         | <u>1 Veterans Pkwy, New Lenox, IL 60451</u>    |
| PHONE NUMBER    | <u>815.462.6410</u>                            |
| CONTACT PERSON  | <u>Mr. Kurt Carroll, Village Administrator</u> |
| YEAR OF PROJECT | <u>2012 - Current (Multiple Projects)</u>      |
| 2. ORGANIZATION | <u>Village of Homer Glen</u>                   |
| ADDRESS         | <u>14240 W 151st St, Homer Glen, IL 60491</u>  |
| PHONE NUMBER    | <u>708.301.0632</u>                            |
| CONTACT PERSON  | <u>Mayor George Yukich</u>                     |
| YEAR OF PROJECT | <u>2015 - Present (Multiple Projects)</u>      |
| 3. ORGANIZATION | <u>City of Lockport</u>                        |
| ADDRESS         | <u>222 E 9th Street, Lockport, IL 60441</u>    |
| PHONE NUMBER    | <u>815.838.0549</u>                            |
| CONTACT PERSON  | <u>Mr. Brent Cann, Public Works Director</u>   |
| YEAR OF PROJECT | <u>2014 - Present (Multiple Projects)</u>      |



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**[TriaArchitecture.com](http://TriaArchitecture.com)**

