

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.H
	Title:	<b>Recommendation to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Contract with FGM Architects for Architectural Professional Services for the Council Chambers Interior Renovation Project</b>	
	Presenter:	<b>Peter Suhr, Director of Public Works</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> July 24, 2023	
<b>Proposed Cost:</b> \$ <i>149,610</i>		<b>Budgeted Amount:</b> \$95,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary (if not budgeted, please explain):</b>			
<p>There has been an ongoing desire by city staff and elected officials to improve the space that the public meets to conduct city business; the Municipal Building City Council Chambers. At a minimum, the existing room needs interior improvements including new carpet, paint, ceiling repairs and other aesthetic enhancements. However, there is also a desire to create a more functional layout for the public, staff and city council to interact and be safe. In addition, the room is currently lacking the ability to maximize the public meeting experience by utilizing technology. Also, the existing space is acoustically challenging including the need for overall sound dampening and voice clarity controls.</p> <p>FGM Architects (FGMA) has worked with city staff on several projects over the years including the new Police Station. Last year, FGMA prepared several concept studies for the City Council Chambers which helped staff budget and prepare the scope of services for this project. Staff recommends continued work with FGMA to build upon the studies completed last year and stay consistent with the interior design decisions established on the Police Station project.</p> <p>Staff is proposing to prepare a Design with FGMA including aesthetic, layout, technology and acoustical improvements to present to City Council for feedback and review. Once the Design is approved, FGMA will prepare Construction Documents and Specifications to bid for Construction. In addition, we will be proposing aesthetic and technology enhancements for the Council Committee Room and Den A &amp; Den B for consideration.</p> <p>Staff is requesting approval of the entire proposal from FGMA including Design, Construction Documents, Bidding, Permitting, Construction Administration and Furniture Selection for a total of \$149,610. However, the Design, Construction Document and Bidding phases will be the only professional services complete in FY23/24 and within the budgeted amount of \$95,000. Future phases, including Construction will be subject to continued approval of the project through the budget process. We will be prepared to construct the project in FY24/25 if desired.</p>			
<b>Attachments (please list):</b>			
*Bid Waiver *Price Proposal			
<b>Recommendation/Suggested Action (briefly explain):</b>			
Recommendation to Waive the Formal Bid Procedure and approve a Resolution to authorize a contract with FGM Architects for Architectural Professional Services for the Council Chambers.			

# FGMA<sup>ARCHITECTS</sup>

Proposal for

Interior Design & Architectural Services  
for

**St. Charles City Hall**  
**Council Chamber Interior Renovation implementation**  
St. Charles, Illinois

Submitted to:  
**City of St. Charles**  
Two East Main Street  
St. Charles, IL 60174

By:

**FGM ARCHITECTS INC.**  
1211 West 22nd Street, Suite 700  
Oak Brook, IL 60523

July 19th, 2023

## 1.0 SCOPE OF PROJECT

1.0.1 The City of St. Charles, hereinafter referred to as the Owner, intends to refresh the Interior of the Council Chambers, Conference room and Meeting rooms. The Owner desires assistance on implementing the previous study that has been done. Job #22-3561.01 - updating the Interior Design of the space and creating a more functional layout for staff and the public. This design will also address the AV and Acoustic issues. This implementation will also include the construction documents, permitting and construction administration.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Professional Architectural Services for the Project:

### 2.1 Design Development Services

#### 2.1.1 Design Services

- .1 Meet with the City of St. Charles to confirm the project goals and requirements for the renovations.
- .2 FGMA shall prepare Design Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
- .3 FGMA will field verify the existing conditions of the space to be renovated.
- .4 Design Documents will include architectural and interior design changes required for interior renovations.
- .5 Design Documents will be reviewed with the Owner and adjusted as required.

### 2.2 Construction Document Phase

2.2.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in one phase and not in multiple packages at separate times.

2.2.2 Contract Documents prepared by FGMA shall include Architectural, Mechanical, Electrical, Plumbing, and Fire Protection design services. Low Voltage infrastructure, security, and audio-visual contract documents are also included in this phase.

2.2.3 FGMA shall assist the Owner in filing the required documents for approval of municipal authorities having jurisdiction over the project.

### 2.3 Bidding and Negotiation Phase

2.3.1 FGMA shall assist the Owner in soliciting and reviewing bids from Contractors and Sub Contractors as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by the Construction Manager.

2.3.2 Attend Pre-Bid meeting.

- 2.3.3 Respond to questions and provide clarifications to bidders, and issue Addenda as required to Construction Manager for issuance to bidders.
  - 2.3.4 Attend Bid Opening.
  - 2.3.5 Assist City in Bid and scope evaluation. Meet with low bidders as required to review bids as requested.
  - 2.3.6 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.
- 2.4 Contract Administration Services
- 2.4.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required, and review of payment applications.
  - 2.4.2 Attend an On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit bi-weekly (every other week) to monitor Construction Phase activities for general conformance with Construction Documents. We have included a total of (13) meetings in our proposal (Assuming construction will take 6 months (13) meetings, FGMA will also prepare and distribute reports of site observations.
  - 2.4.3 Participate in pre-construction and pre-installation meetings as required.
  - 2.4.4 Provide assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems.
  - 2.4.5 Prepare Punch-List and related follow-up of same. We have included two (1) meetings for preparation of punch-list and two (1) punch-list follow up meetings.
  - 2.4.6 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGMA will provide electronic copies in pdf format.
  - 2.4.7 Conduct a 10 month walk-thru with the Owner and Construction Manager to review building for warranty items.
  - 2.4.8 Services that are not included in our proposed include the following items:
    - .1 Environmental Building Studies.
    - .2 Hazardous Material Remediation (asbestos, lead, etc.).
- 2.5 Consultants: FGM has included the services of W-T Engineering for HVAC, electrical, Plumbing and fire protection engineering, and AV with Sonus AV inc.

### 3.0 ARCHITECT'S COMPENSATION

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.1 For all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 above, we propose the following fee:

<b>Design and Construction Documents Phase (with consultants) -</b>	<b>Lump Sum Fee of \$ 73,040.00</b>
<b>Bidding and Permitting Phase -</b>	<b>Lump Sum Fee of \$ 15,922.00</b>
<b>Construction Administration –</b>	<b>Lump Sum Fee of \$ 50,648.00</b>
<b>Furniture selection and procurement -</b> (Based off of State purchasing agreements)	<b>Lump Sum Fee of \$ 10,000.00</b>

3.2 Reimbursable Expenses

In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect’s actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items below.

- 3.2.1 Expense of postage and/or delivery.
- 3.2.2 Expenses of any specialty consultants with Owner’s prior approval.
- 3.2.3 Expense of Contract Document printing for permit submittal.
- 3.2.4 Any fees paid by FGM to authorities having jurisdiction over the project with Owner’s prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

- 3.3 If specialty consultants are required, FGM shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect’s actual direct cost of same.
- 3.4 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.5 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.6 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within two months thereafter.

**4.0 Form of Agreement**

Upon review and approval of this proposal, FGM and the City of St. Charles shall enter into a Contract using AIA Form of Agreement or similar as mutually acceptable, for the services outlined in this proposal. Due to the limited scope of work for this project, we suggest using AIA Document B104 Standard Abbreviated Form of Agreement Between Owner and Architect that was utilized for the Covered Parking Project.

We appreciate this opportunity to be of service to the City of St. Charles.

Sincerely,

**FGM ARCHITECTS INC.**

**FGM ARCHITECTS INC.**

Sincerely,



**Raegan Porter, IIDA | Vice President**  
Phone: 630-368-8333  
[RaeganP@fgmarchitects.com](mailto:RaeganP@fgmarchitects.com)



**Andrew J. Jasek | Executive Vice President**  
Phone: 630.574.8709  
[AndyJ@fgmarchitects.com](mailto:AndyJ@fgmarchitects.com)

**Proposal Accepted By:**

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City of St. Charles Representative

Title

Date

## FGM ARCHITECTS INC. HOURLY RATE SCHEDULE

Effective February 1, 2023\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

<b>FGM ARCHITECTS INC.</b>	
Principal	\$300.00
Arch IV	\$260.00
Arch III	\$220.00
Arch II	\$180.00
Arch I	\$140.00
Interior Designer IV	\$240.00
Interior Designer III	\$200.00
Interior Designer II	\$160.00
Interior Designer I	\$120.00
Project Administrator	\$135.00
<b>W-T Group LLC (MEPFP Engineering)</b>	
Principal in Charge	\$195.00
Project Manager	\$150.00
Project Engineer	\$135.00
CAD Technician	\$100.00
Administrative	\$75.00

\*Hourly rates are subject to adjustment on November 1 each year.



**Bid Waiver One Time Today through \_\_\_\_\_**

Description: \_\_\_\_\_

Requested Vendor: \_\_\_\_\_

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

- 1. This procurement is valued at \$\_\_\_\_\_ for this one-time order, and/or \$\_\_\_\_\_ for a 12-month period.
- 2. This good/service has been competitively solicited within the past 24 months. YES NO  
If Yes, Was the solicitation published on the city website? YES NO

**3. Justification for Bid Waiver:**

**Emergency** i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

**Urgent** i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** \_\_\_\_\_

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_