

**Facilities Management
Committee Meeting
2/3/20 at 4:00 PM
***111 W. Fox Street ***
*** Room 209 & 210 *****

- - - Agenda Topics - - -

Call to Order

- 1) Roll call
- 2) Determination of a Quorum
- 3) Approval of the January 2020 meeting minutes.
- 4) Approval of Agenda
- 5) Public Comment

Old Business/Projects – Updates

- 1) Animal Control Projects
 - a. 2020 H.V.A.C. Invitation to Bid
- 2) Sally Port Elevator Controls Project
- 3) Carpet Replacement Projects at the Courthouse
- 4) Sign project for new Illinois Statute for Single Use Bathrooms
- 5) Public Safety Center Door Release Buttons
- 6) Courthouse BCU Replacement Utilizing the U.S. Communities Contract

New Business/Projects

- 1) Chair Report
 - a. Solar Project Update
 - b. Forest Preserve Lease
 - i. Modification of Guritz lease at the Pickerill House
 - ii. License for Storage Space at the Pickerill House
 - iii. Renters Insurance/Flood Damage Insurance
 - iv. MOU between the Forest Preserve & Kendall County
 - c. County Board Room and Security Improvements Meeting
 - i. Dewberry cost for full CADD drawings
 - d. Darnell Cemetery Meeting – Shannon McNelis, Little Rock Township.
- 2) Mutual Ground New Space at the Courthouse
 - a. Mailroom Move
 - b. Sign Purchase
 - c. Furniture Move
- 3) Steiner Annual Generator Preventative Maintenance Contract Discussion
- 4) Health Department Dental Office
 - a. Review Kluber AE services proposal
- 5) RPZ Valve Repair/Replacement
- 6) Historic Courthouse Fire Alarm Panel Replacement

Staffing/Training/Safety

- 1) Reportable labor hours

Other Items

- 1) CMMS Charts
 - a. Reported vs. Completed, b. Work orders reported by building current month.
 - c. Work orders by work type current month.

Executive Session

Other Business

Public Comment

Questions from the Press

Adjournment

Facilities Committee Agenda

February 3, 2020

CALL TO ORDER

- 1) **Roll Call**
- 2) **Determination of a Quorum**
- 3) **Approval of the January 2020 meeting minutes.**
- 4) **Approval of Agenda**
- 5) **Public Comment**

OLD BUSINESS/PROJECTS

- 1) **Animal Control Projects**
 - a. **2020 H.V.A.C. Invitation to Bid**
 - ITB Advertised in the Aurora Beacon News January 26, 2020
 - Mandatory Walk Thru on Feb. 4, 2020 at 10:00a.m.
 - Project Questions Accepted thru Feb. 14, 2020
 - Bids due Feb. 18, 2020 at 2:00p.m.
 - Bids Presented to Animal Control Committee on Feb. 27, 2020
 - Tentative County Board Approval Date of Mar. 3, 2020 at 6:00p.m.
- 2) **Sally Port Elevator Controls Project**
 - Final Inspection was performed on Jan. 29, 2020
 - a. Given Temporary Occupancy for Use
 - Need to add additional lighting in Elevator Pit.
 - Need to add sump pump capable of pumping 3,000 g.p.m.
 - Sump Pump must be on non-Ground Fault outlet
- 3) **Carpet Replacement Projects at the Courthouse**
 - Judge Pilmer picked out which carpet he wanted installed in each courtroom
 - Carpet will be installed once it arrives and fits into the Court Schedule
- 4) **Sign project for new Illinois Statute for Single Use Bathrooms**
 - Signs arrived at the sign company. They found some minor imperfections. So they were sent back to the manufacturer to be fixed.
 - Director Smiley hopes to have the signs to install by the next FM Committee meeting in March.
- 5) **Public Safety Center Door Release Buttons**
 - Four of the five requested buttons have been installed and are operating.
 - The project is expected to be completed by the next FM Committee meeting in March.
- 6) **Courthouse BCU Replacement Utilizing the U.S. Communities Contract**
 - The order was placed with Trane.
 - Director Smiley is waiting for the expected delivery and installation date.

NEW BUSINESS/PROJECTS

- 1) **Chair Report**
 - a. **Solar Project Update**
 - b. **Forest Preserve Lease**
 - i. **Modification of Guritz lease at the Pickerill House**
 - ii. **License for Storage Space at the Pickerill House**
 - iii. **Renters Insurance/Flood Damage Insurance**
 - iv. **MOU between the Forest Preserve & Kendall County**
 - c. **County Board Room and Security Improvements Meeting**
 - i. **Dewberry cost for full CADD drawings**
 - During the kickoff meeting Dewberry asked if we needed full CADD drawings of the facility. Also discussed was adding card access to the Historic Courthouse and Electronic signage for posting meetings. Dewberry estimates the additional design work for all of this work to be around \$11,000.00. The Dewberry contract was approved as not exceed \$49,000.00 and the contract is now at \$48,100.00.
 - Mr. Smiley is looking for direction on this from the committee.

d. Darnell Cemetery Meeting – Shannon McNelis, Little Rock Township.

- County Administrator Koeppel and Director Smiley met with Shannon McNelis to discuss the upkeep of this county owned property.
- Ms. McNelis is here to explain the situation and to offer assistance with cleaning up this cemetery.

2) Mutual Ground New Space at the Courthouse

a. Mailroom Move

- Planned to move into the auxiliary office of the Judicial Administration office.
 - a. This will require badges for those individuals to be programmed for access to this space and to take access off the former space that Mutual Ground will not occupy.
 - b. Director Smiley talked to Court Security Sgt's Jahp & Craig about the need to do this work on department badges. Jim also plans to discuss this need with Sheriff's office Command staff.
 - c. Once this has been done KCFM will schedule the move to begin.

b. Sign Purchase

- Mutual Ground asked to be billed for the sign.
- Director Smiley talked to the Sign Company and they agreed to bill Mutual Ground directly for the sign for their new office.
- As soon as Mutual Ground sends the signed quote back to Mr. Smiley the sign will be ordered.

c. Furniture Move

- Mutual Ground wants to install a cubicle in the office they will be moving to and were not sure who to coordinate with. Director Smiley told them the KCFM office will coordinate. However the furniture cannot be moved in until the mailroom is moved out.
- State's Attorney Weis also contacted Director Smiley about some excess furniture his office has to move to the conference area of the room. Mr. Smiley said that he will get staff to coordinate that furniture move also.

3) Steiner Annual Generator Preventative Maintenance Contract Discussion

- Director Smiley received an updated quote from the incumbent vendor. The price has increased slightly from 2019 but is within budgeted amounts.
- The terms are the same as 2019 contract that was reviewed by the State's Attorney's office (SAO).
- Mr. Smiley is looking for direction on moving forward with this contract. Either to send it for review again to the SAO or directly to the County Board for approval at the Feb. 18, 2020 County Board meeting.

4) Health Department Dental Office

a. Review Kluber AE services proposal

- Director Smiley met with representatives from Kluber A&E to go over the plan for the dental office with the equipment that was donated. They have vast experience with setting up Dental offices including a recently completed project for Lake County, IL.
- Kluber has advised us that the original plan needs to be expanded to include two (2) additional rooms. One for "clean work" and one for "dirty work".
- Kluber estimates the cost to build out the Dental office to exceed \$185,000.00. For the design of the space Kluber has proposed a flat lump sum fee of \$23,585.00.

5) RPZ Valve Repair/Replacement

- One valve was replaced and two were rebuilt from our annual certification of valves. The valves were re-checked for meeting certification standards. All three were now found to meet certification requirements.
- **Project complete.**

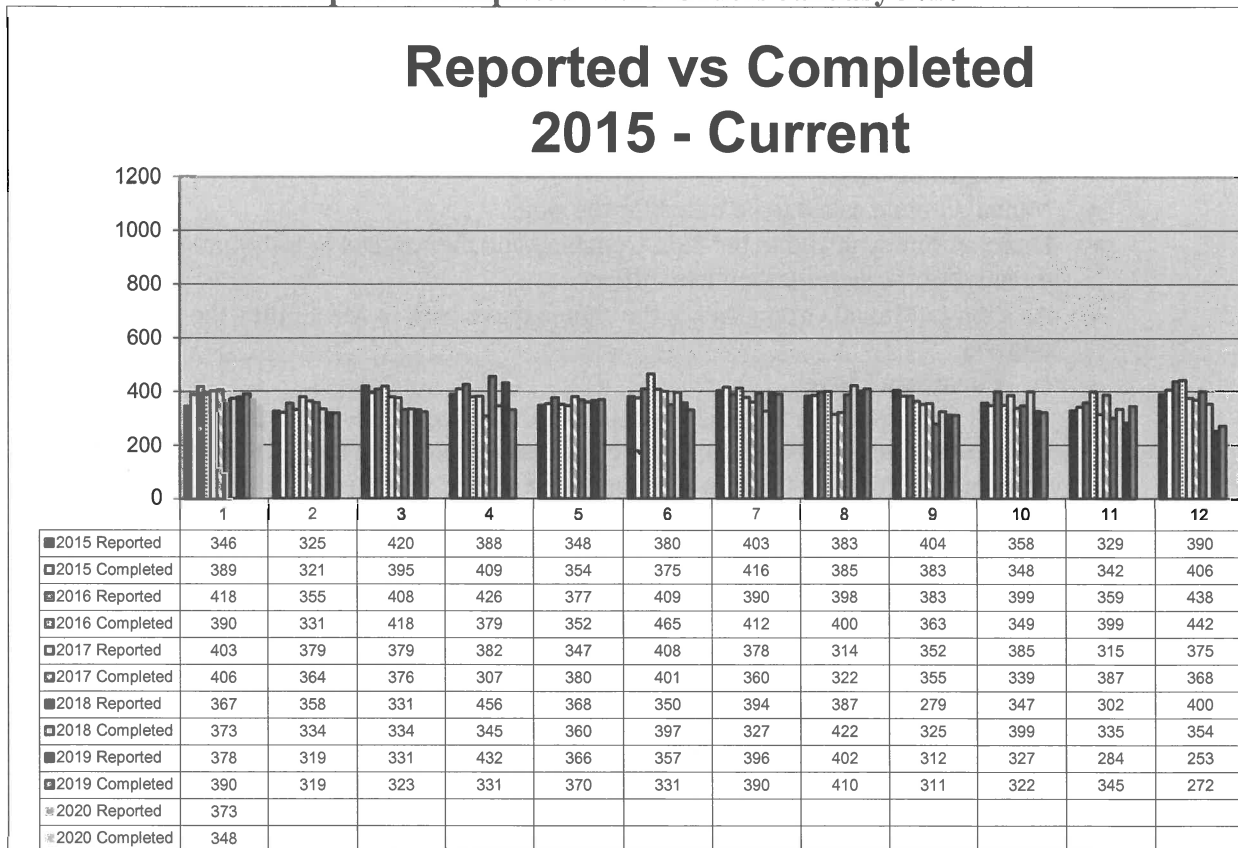
6) Historic Courthouse Fire Alarm Panel Replacement

- The defective fire panel was replaced and tested to be operating properly now.
- **Project complete.**

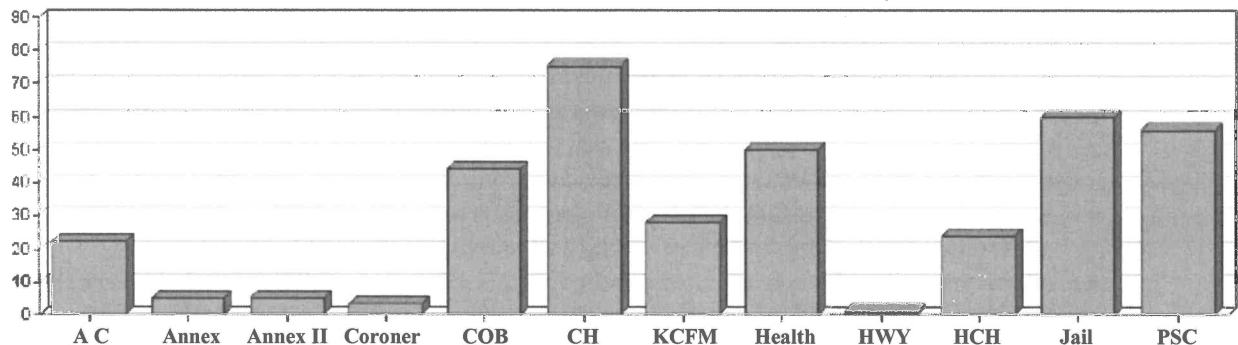
**January 2020
Staffing/Training/Safety:**

DESCRIPTION	Jan-20	Dec-19	Nov-19
Possible Work Hours (5 employees @ 8 hrs)	840.00	780.00	864.00
Paid/Unpaid Leave	80.00	64.00	128.00
Holiday	80.00	96.00	144.00
Bereavement	0.00	0.00	0.00
* FMLA	168.00	156.00	0.00
<i>Regular Productive Hours</i>	<i>680.00</i>	<i>620.00</i>	<i>592.00</i>
Overtime Worked	51.50	6.00	17.75
<i>Total Productive Hours</i>	<i>731.50</i>	<i>626.00</i>	<i>609.75</i>

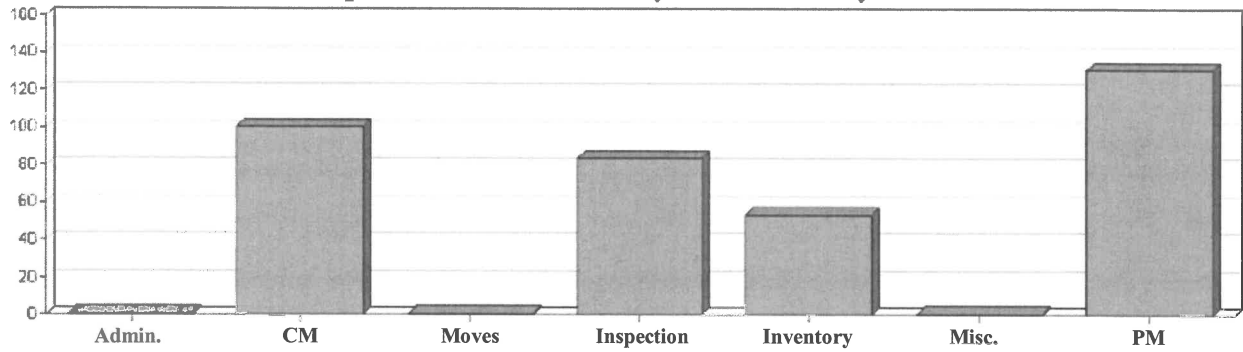
Reported/Completed Work Orders January 2020



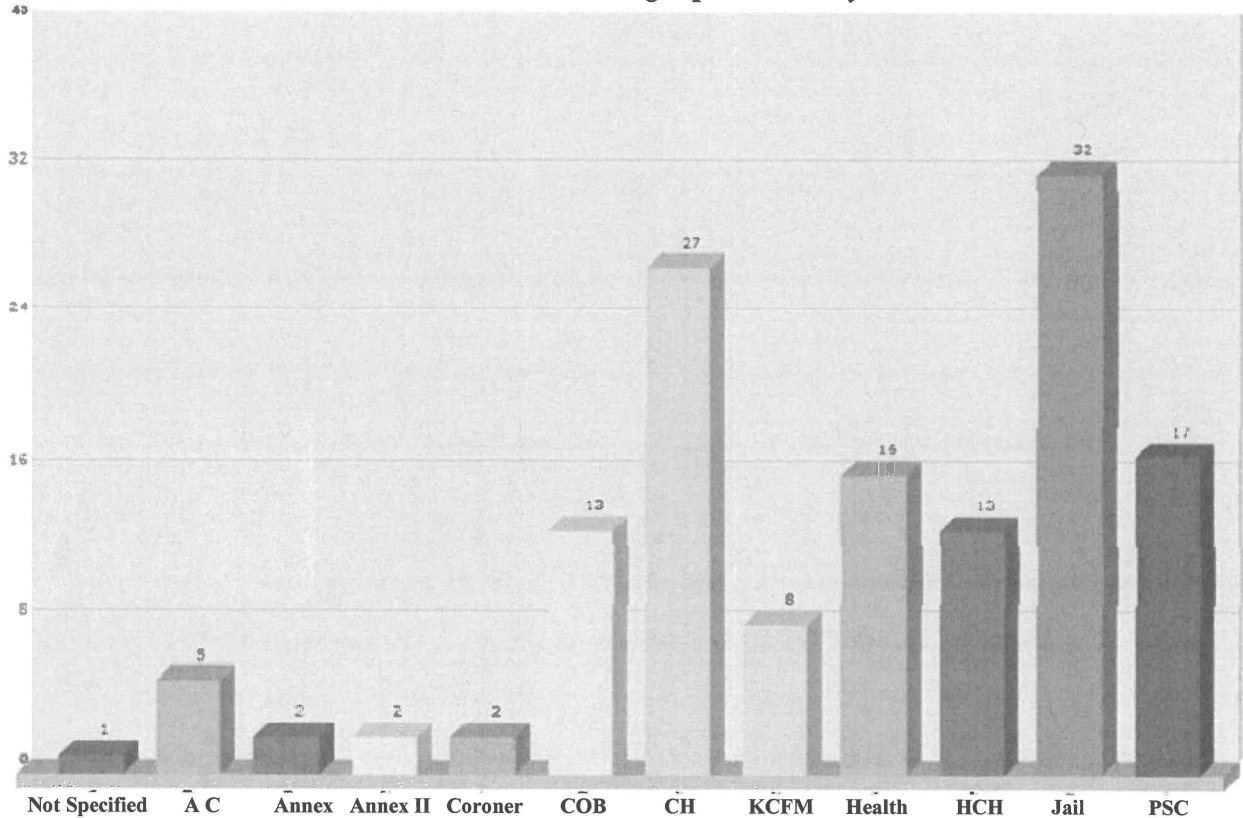
Reported Work Orders by Location January 2020



Reported Work Orders by Task January 2020



Work Orders Remaining Open January 2020



Executive Session

OTHER BUSINESS

CITIZENS TO BE HEARD

QUESTIONS FROM THE PRESS

ADJOURNMENT

The next regular Facilities Management committee meeting is scheduled to be on March 2, 2020. The meeting will be held at 111 W. Fox Street, Yorkville in the County Board room.

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JANUARY 6, 2020**

Committee Chair Matt Kellogg called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Amy Cesich, Matt Kellogg, Tony Giles, Judy Gilmour, Audra Hendrix

With enough members present, a quorum was formed to conduct business.

Others Present: Facilities Management Director Jim Smiley

Approve the December 2, 2019 Facilities Committee Meeting Minutes – There were no changes to the December 2, 2019 minutes; Member Hendrix made a motion to approve the minutes, second by Member Giles. **With enough present members voting aye, the minutes were approved.**

Approval of Agenda – Member Hendrix made a motion to approve the agenda. Member Giles second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Courthouse Roof Replacement Project* – Director Smiley informed the Committee all the necessary manufacture inspections for the warranty and the suggested repairs were completed over the holiday. Mr. Smiley stated he was waiting on final paperwork. **Project Complete.**
2. *Animal Control Projects Update* – Director Smiley began work on the ITB. Jim hopes to send this out for bid this month.
3. *Historic Courthouse Window Replacement - 2019* – Director Smiley stated the vendor came out to finish the exterior and interior trim. Jim stated KCFM staff will resize the blinds and paint the interior trim. **Project Complete.**
4. *Sally Port Elevator Controls Project* – Director Smiley informed the Committee this project was started later than anticipated. The vendor informed Jim as work began new state code requires the replacement of the main electrical disconnect switch and a separate disconnect switch needs to be added for the car lighting. Mr. Smiley discussed this additional work and cost with Chair Kellogg. It was agreed to move forward with the change. Jim stated the parts should be in this week and work to be completed shortly after. This work should be completed before the next Facilities Committee Meeting.
5. *Carpet Replacement Projects at the Courthouse* – Director Smiley dropped the samples of carpet off with Judge Pilmer to decide on color/pattern. Director Smiley will meet with Judge Pilmer in the next few weeks to discuss the selection. Director Smiley will order the carpet shortly after this meeting.
6. *KenCom Network Clock Cable Run* – Director Smiley informed the Committee KCFM staff completed the cable run and antenna connection as requested. **Project Complete.**

7. *Sign project for new Illinois Statute for Single Use Bathrooms* – Director Smiley stated the signs have been ordered however due to the long lead time KCFM staff created temporary signs and hung those until the permanent ones are received.
8. *Animal Control H.V.A.C. Systems Invitation to Bid* – This item was addressed in Agenda item number 2.
9. *Courthouse BCU Replacement Utilizing the U.S. Communities Contract* – Director Smiley informed the Committee he forwarded the contract on to the State’s Attorney’s Office. Mr. Smiley stated there were only a few items that needed addressing. Jim forwarded these items to Trane and hopes to have this completed before the next Facilities Committee meeting.

New Business/Projects

1. *Chair’s Report*
 - a. *Solar Project Update* – Director Smiley attended a meeting regarding the sales tax rebate for the enterprise zone. Jim forwarded the notes from the meeting to County Administrator Koepfel who also contacted the lobbyist for the county. Mr. Smiley stated the solar project is still on schedule for spring 2020 according to GRNE.
 - b. *Forest Preserve Lease* – Director Smiley received square footage of the storage space at the Pickerel House from Dave Guritz, Forest Preserve Director, which is approximately the same amount of space the Forest Preserve (FP) currently occupies at the Historic Courthouse (HCH). The State’s Attorney’s Office is incorporating this into the FP lease at HCH. Mr. Smiley stated currently the Memorandum of Understanding is being developed by the SAO. The Committee directed Mr. Smiley to inform the SAO to also draft an Intergovernmental Agreement for the Forest Preserve to lease out space at the Historic Courthouse.
2. *Public Safety Center Workstation Replacements* – Director Smiley informed the Committee workstations that were donated from Montgomery’s Police Station were all moved and re-installed at the Public Safety Center. **Project Complete.**
3. *Public Safety Center Door Release Buttons* – Director Smiley stated two (2) door releases are completed. Jim hopes to have the remaining three (3) completed this month.
4. *2020 Carrier Services Invitation to Bid* – Director Smiley stated the Invitation to Bid was sent out December 22, 2019 and will be due January 17, 2020. Jim was informed that participation may be low because most carriers want to eliminate analog lines. Mr. Smiley requested to have this placed on the Board Agenda for the February 4, 2020 meeting if the rate is the same. Consensus from the Committee is if the rate is the same to place on the February 4, 2020 County Board agenda.
5. *Approve KenCom Lease Extension Request* – Director Smiley informed the Committee, KenCom has submitted a letter of intent to request the first term of five (5) additional year lease extension as directed in the lease. The Committee directed Mr. Smiley to send an approval letter to KenCom.
6. *Trane HVAC System Software Training* – Director Smiley informed the Committee training was completed on December 13, 2019. **Project Complete.**
7. *Mutual Ground Lease for New Space at the Courthouse* – Director Smiley reminded the Committee this item and the Mutual Ground Memorandum of Understanding is on the County Board Agenda for vote approval tomorrow night.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month
 - Chair Kellogg asked Director Smiley to explain what is happening with the county board room remodeling project. Mr. Smiley informed the Committee the Dewberry Contract countersigned copy was received over the holiday break. Jim spoke with the project manager Mr. Craig Clary whom stated they are just entering the project into their system and as soon as they complete this step they will set up the initial meetings with Director Smiley and county entities.

Questions from the Media – None

Executive Session – None

Adjournment – Chair Kellogg asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. **With all members present voting aye, the meeting adjourned at 4:37 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

January 28, 2020

Mr. Jim Smiley
Facilities Management Director
Kendall County
804 W John Street, Suite B
Yorkville, Illinois 60560

Re: Kendall County Health Department – Interior Dental Renovations
Kluber, Inc. Proposal No. 200128.02

Dear Mr. Smiley:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Kendall County Health Department would like to renovate existing primary care exam rooms, storage rooms and private office space and convert them into dental operatories and support spaces for the property located at 811 W. John Street in Yorkville, Illinois.

OVERVIEW OF PROJECT SCOPE

The Project consists of interior renovations of approximately 800 – 1,000 square feet of existing Health Department interior space into dental operatory and dental support space. Design scope is as follows:

- Two (2) primary care exam rooms will be converted to dental operatories and shall utilize donated exam chairs and bite-wing x-ray equipment.
- Two additional rooms (to be determined) will be converted to code required clean and dirty dental instrument sterilization laboratory rooms complete with hand washing sinks, equipment washing sinks and safety equipment as required by code.
- One existing room (to be determined) will be converted into a Panorex, Full Head Dental X-ray exam room.
- One existing room (to be determined) will be designed to accommodate an existing air and vacuum pump to support the operation of the dental chairs.
- Utility infrastructure will be modified to accommodate the dental chairs, x-ray units and other associated equipment. Assumption is that the existing building systems will accommodate the new room uses.
- A fume hood will be added to the dirty room and exhausted to the outside of the building to remove autoclave odors from the building.
- Casework will be either added or modified to accommodate the dental exam room and lab operations as required.
- Interior finishes and lighting will be modified as required to accommodate the new room use. The existing flooring, acoustical ceilings, lighting and wall painting is currently contemplated for removal and replacement in affected rooms.

Work Not Included by Kluber but Required to be Provided By Owner to the design team:

- Owner will contract with a medical/dental equipment vendor to furnish and install all used equipment. (Infrastructure: architectural and building systems shall be designed by Kluber and coordinated with Owner's equipment vendor).
- Owner's equipment vendor will be responsible for reviewing the existing equipment, its operation and shall provide the design team with guidance for utility connectivity and design placement.

- Owner's equipment vendor shall coordinate the modification and installation of the used equipment (as required) for a fully operational system.
- Owner's equipment vendor shall evaluate the existing vacuum pump, amalgam separator and air compressor system to determine if it can be successfully utilized in the new application; making suggestions for equipment modifications and or replacement and preparing equipment budgets for Owner approval prior to Kluber bidding the project.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is unknown at this time. A preliminary budget will be developed by Kluber at the end of the Design Development Phase. Based upon Kluber's experience with similar dental facilities recently completed, this project will likely exceed \$185,000.00 in construction cost plus the expenses associated with the dental equipment installation and modification. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Jim Smiley.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our conversations with you and Mr. Steve Curatti at the project site on Friday, January 10, 2020.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2007 Standard Form of Agreement between Owner and Architect (as modified by the attached Terms and Conditions)*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Design Development Phase (Limited):

- Site review to document and measure existing conditions.
- Kick-off meeting with Owner to discuss Project in detail.
- Perform code review as required for work related to Project scope of work.
- Develop one design option for Owner Review.
- Prepare estimate of the Cost of the Work.
- Review meeting with Owner for approval.

Construction Document Phase:

- Develop technical specifications.
- Develop technical drawings.
- Review final documents with Owner prior to bidding.

Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.

- Review progress pay requests.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.
- Perform a maximum of two (2) site visits or progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Kendall County. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$23,585.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Design Development Phase.....	\$7,895.00
Construction Documents Phase.....	\$10,500.00
Bidding/Negotiation Phase.....	\$950.00
Construction Administration Phase.....	\$4,240.00
Total Basic Services Fee:	\$23,585.00

Additional Services:

As requestedAt Hourly Rates listed below

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage, and are anticipated not to exceed \$500.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2020):

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III	\$165.00
Project Electrical Engineer II	\$140.00
Project Electrical Engineer I	\$115.00
Project Structural Engineer III	\$165.00
Project Structural Engineer II	\$140.00
Project Structural Engineer I	\$115.00
Project Technologist.....	\$165.00
Project Architect III	\$135.00
Project Architect II	\$115.00
Project Architect I	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

All services contemplated within this proposal shall be completed within 6 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael F. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature)

Date

By (printed name and title)

Confidentiality Notice:

The contents of this proposal are confidential and may not be distributed to persons other than Kendall County.

TERMS AND CONDITIONS

The terms and conditions of this Proposal for Professional Services (the Proposal) are as set forth in AIA Document B101 – 2007 *Standard Form of Agreement Between Owner and Architect*, with the following modifications:

ARTICLE 1 INITIAL INFORMATION

Delete § 1.1 and § 1.2 in their entireties. Refer, instead, to the Proposal for Overview Of Project Scope and Initial Information upon which the Agreement is based.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

After § 2.2, add § 2.2.1, § 2.2.1.1 and § 2.2.1.2 as follows:

“§ 2.2.1 It is recognized by the Owner and Architect that no set of contract documents is error or omission free. In light of this fact, the Owner and Architect agree that:

§ 2.2.1.1 If errors and/or omissions that are the fault of the Architect in the Project are detected in the Contract Documents before the work is in place, the cost of any redesign required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect. The cost to change the Contract Documents shall be the limit of the Architect's liability. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature shall be borne by the Owner.

§ 2.2.1.2 If errors in the Project are detected in the Contract Documents after bidding, and if revision, removal or replacement of a portion of the work is required, then the Architect shall bear the cost of any redesign required for this revision, removal and/or replacement. However, if the replacement item is of a higher value than what was removed, the difference in value shall be borne by the Owner as it adds betterment to the Project.”

§2.5.1 After “General Liability”, add “\$1,000,000 per claim; \$2,000,000 aggregate”

§2.5.2 After “Automobile Liability”, add “\$1,000,000”

§2.5.3 After “Workers' Compensation”, add “\$1,000,000”

§2.5.4 After “Professional Liability”, add “2,000,000 per claim; \$2,000,000 aggregate”

After § 2.5.4 add § 2.6 and § 2.6.1 as follows:

“§ 2.6 The LEED Green Building Rating System and other similar environmental guidelines (collectively “LEED”) utilize certain design and usability recommendations on a project in order to promote an environmental friendly and energy efficient facility. In addressing these guidelines, the Architect shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the Architect's profession involved in the design of similar projects in the same locale as the Project. The Owner acknowledges and understands, however, that LEED is subject to various and possibly contradictory interpretation. Furthermore, compliance may involve factors beyond the control of the Architect including, but not limited to, the Owners' use and operation of the completed project. Nothing in this Agreement shall create any obligation or warranty on the part of the Architect or any consultant serving hereunder that the Project: 1) shall obtain a LEED certification; or 2) shall, after construction perform as a low-energy, efficient design structure. Services relating to LEED administration and documentation shall be an additional service.”

§ 2.6.1 Architect shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Architect shall not be responsible for the Contractor's or Construction Manager's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project.”

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

At the end of § 3.1.2, append the following: “Architect represents that all work will be performed in accordance with the Illinois Architecture Practice Act, current edition and all rules and regulations promulgated thereunder.”

After § 3.4.5, add § 3.4.6 and § 3.4.7 as follows:

“§3.4.6 The Architect shall afford the Owner, and its counsel, the opportunity to review and comment upon the instructions to bidder, bidding forms, bidding requirements, and supplementary conditions in sufficient time to permit any changes deemed necessary by Owner prior to their being published and available to the bidding public.

§ 3.4.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (or approval) of any and all documents or other matters required herein shall be for the sole purpose of furnishing the Architect with information as to Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's work; shall not create any liability on the part of the Owner for errors, omissions or inconsistencies or other fault in the Architect's work.”

Delete § 3.5.3.1 in its entirety.

Delete § 3.5.3.2 in its entirety.

In § 3.6.1.1 delete “Contractor” in the first sentence and replace with “Contractor or Construction Manager, as applicable.”

In § 3.6.2.2 after “Contractor, in the third sentence, add “Construction Manager.”

ARTICLE 4 ADDITIONAL SERVICES

Delete § 4.1 and § 4.2 in their entireties. Refer, instead, to the Proposal for a list of Additional Services contemplated and indications of which Additional Services for the Project will be provided by the Architect and the method of compensation for each.

Retain § 4.3, § 4.3.1 and § 4.3.2 [contingent Additional Services] in their entireties.

Delete § 4.3.3 in its entirety. Refer instead to the Proposal for the limits of Construction Phase Basic Services.

ARTICLE 7 COPYRIGHTS AND LICENSES

After § 7.2, add § 7.2.1 as follows:

“§ 7.2.1 Architect hereby grants Owner a nonexclusive, worldwide right and license to use, reproduce, adapt, alter, add to, distribute, display, sell, maintain, operate, create, construct and destroy the Project, for the full term of copyright. Architect further states that it shall not design a building for a third party that is the same as, or substantially similar to the Project.”

§7.3 Revise the first sentence to read: “Upon execution of this Agreement, the Architect grants to the Owner nonexclusive, worldwide right and license to use, reproduce, adapt, alter, add to, distribute, and display the Consulting Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, operating, creating, destroying and adding to the Project for the full term of

copyright, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.”

ARTICLE 8 CLAIMS AND DISPUTES

Delete § 8.2.1 and replace with the following:

“§ 8.2.1 The parties agree to make every effort to resolve disputes between themselves in good faith. Where they agree it would be helpful, the parties agree to use the services of one or more Mediators recognized by the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, with the costs of such service being paid equally by both parties.”

Delete § 8.2.2 and replace with the following:

“§ 8.2.2 Where differences arise between the parties which cannot be resolved between them or with the assistance of mediation as described in 8.2.1 above, then the matter will be resolved through litigation in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois. The prevailing party shall be entitled to recover its costs, including expert witness fees and reasonable attorney fees.”

Check box in § 8.2.4, indicating option for [Litigation in a court of competent jurisdiction] is selected.

Delete § 8.3 [Arbitration] in its entirety.

ARTICLE 10 MISCELLANEOUS PROVISIONS

After § 10.8 add § 10.9, § 10.10 and § 10.10.1 as follows:

“§10.9 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or of the employee of the Architect, in the execution of performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

§10.10 To the extent the following applies, Architect shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans with Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. The Architect’s signature on this document herein certifies that it had a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. Architect makes no warranties, express or implied.

§10.10.1 In the event of the Architect’s non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Architect may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner’s consent to such a violation or the Owner’s waiver of any rights it may have.”

ARTICLE 11 COMPENSATION

Delete § 11.1 through § 11.9 in their entireties. Refer, instead, to the Proposal for terms of compensation for services and reimbursable expenses.

Delete § 11.10.1 [initial payment].

Delete § 11.10.2 and replace with the following:

“§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice, but in the event no later than as required by statute for governmental entities.”

ARTICLE 13 SCOPE OF THE AGREEMENT

Delete § 13.2.2 [Digital Data Protocol Exhibit].

Under § 13.2.3 [documents amending the Agreement] add the following:

“Kluber, Inc. Proposal for Professional Services as attached to these Terms and Conditions.”