

January 23, 2015

Don Davids
Assistant Chief
Support Services Division
Aurora Fire Department
75 N Broadway St.
Aurora, IL 60505

Re: City of Aurora – Fire Station #3 – Emergency Generator
Kluber, Inc. Proposal No. 150123.03

Dear Mr. Davids:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Project consists of providing a new emergency generator, modification of the main service and replacement of electrical panels at Fire Station #3 located at 600 W. Indian Trail Road. This scope of work is based on the recommendations outlined in the Kluber Assessment of the existing electrical service systems dated April 2, 2014.

OVERVIEW OF PROJECT SCOPE

The Project consists of adding a new 156 kVa diesel generator along the south perimeter of the parking lot. Modify the main electrical service at its current location. Replacement of the electrical panels will also be implemented .

INITIAL INFORMATION

- The program for the Project is as identified in the Kluber assessment report dated April 2, 2014.
- The Owner's budget for the Cost of the Work is to be determined. 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.
- The Owner's representative for the Project will be Don Davids.
- Kluber, Inc.'s representative for the Project will be Mike Kluber.

The foregoing is based on our meeting with the City of Aurora on December 29, 2014.

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, previously edited by your legal counsel on February 7, 2014)*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Schematic Design/Design Development Phase:

- Services for this Phase are not included as part of Basic Services but can be provided as an Additional Service if requested.

Construction Document Phase:

- Site review to document existing conditions.
- Perform code review as required for work related to Project scope of work.
- Develop technical specifications.
- Develop technical drawings.
- Review final documents with Owner prior to bidding.

Bidding Phase:

- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Assist Owner in reviewing bids and contractor recommendation.

Construction Administration Phase:

- Perform site visits 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 City of Aurora. 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 \$27,500.00.

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:

Schematic Design Phase (0%)	\$0.00
Design Development Phase (0%).....	\$0.00
Construction Documents Phase (75%).....	\$20,625.00
Bidding/Negotiation Phase (5%).....	\$1,375.00
Construction Administration Phase (20%)	\$5,500.00
Total Basic Services Fee:.....	\$27,500.00

Additional Services:

As requestedAt the hourly rates notes 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 travel, lodging, subsistence, expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$300.00.

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 (2015):

Staff	Hourly Rate
Principal.....	\$225.00
Project Mechanical Engineer.....	\$165.00
Project Electrical Engineer.....	\$165.00
Project Structural Engineer.....	\$165.00
Project Architect	\$135.00
Interior Design	\$115.00



Engineering Intern	\$115.00
Plumbing Designer	\$105.00
Architectural Intern	\$95.00
Construction Observer.....	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator.....	\$55.00

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 T. Kluber, P.E.
 President
 Kluber, Inc.

 Accepted (Signature) Date

 Ester Phillips, Director of Purchasing
 By (printed name and title)

Confidentiality Notice:

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



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, and § 2.2.2 as follows:

“§ 2.2.1 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.

§ 2.2.2 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. In the event a replacement is required, Architect shall make every effort to find an adequate replacement of comparable cost.

§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 § 3.6.1.2 delete the second sentence and replace with “The Architect shall have authority to act on behalf of the Owner only to the extent expressly provided in this Agreement or otherwise expressed in writing by Owner.” Before “Contract Documents” in the third sentence, add “agreed upon”.

In § 3.6.2.1 before “Contract Documents” in the first and third sentences, add “agreed upon”.

In § 3.6.2.2 before “Contract Documents” in the first and second sentences, add “agreed upon”. After “Contractor”, in the third sentence, add “Construction Manager”.

In § 3.6.2.3 before “Contract Documents” in the first sentence, add “agreed upon”.

In § 3.6.2.4 before “Contract Documents” in the first and third sentences, add “agreed upon”.

In § 3.6.2.5 before “Contract Documents”, add “agreed upon”.

In § 3.6.3.1 before “Contract Documents” in the second and third sentences, add “agreed upon”.

In § 3.6.4.2 before “Contract Documents” in the first sentence, add “agreed upon”.

In § 3.6.4.3 before “Contract Documents” in the first sentence, add “agreed upon”.

In § 3.6.4.4 before “Contract Documents” in the first and second sentences, add “agreed upon”.

In § 3.6.4.5 before “Contract Documents, add “agreed upon”.

In § 3.6.5.1 before “Contract Documents” in the first and second sentences, add “agreed upon”.

In § 3.6.6.1 before “Contract Documents”, add “agreed upon”.

In § 3.6.6.2 before “Contract Documents”, add “agreed upon”.

In § 3.6.6.4 before “Contract Documents”, add “agreed upon”.

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 6 COST OF THE WORK

In § 6.3 before "Contract Documents" in the first sentence, add "agreed upon".

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 § 8.2.2 and replace with the following:

"§ 8.2.2 Where differences arise between the parties which cannot be resolved between them or, then the matter will be resolved through litigation in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois."

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 9 TERMINATION OR SUSPENSION

In § 9.2 before "expenses" in the second sentence, add "reasonable".

Delete § 9.6 in its entirety and replace with the following:

"§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due."

Delete § 9.7 in its entirety.

ARTICLE 10 MISCELLANEOUS PROVISIONS

At the end of § 10.8 append the following: "information or (4) to the extent required by local, state and/or federal law."

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 local governmental entities as set forth in the Illinois Local Government Prompt Payment Act 50ILCS 505/1, et seq."

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."

