



November 25, 2015 (Revised January 27, 2016) (Revised February 17, 2016)

Mike Ellis
Village Manager
Village of Grayslake
10 Seymour Avenue
Grayslake, IL 60030

Re: Seymour Park – Downtown Renovations
Kluber, Inc. Proposal No. 151123.01

Dear Mr. Heinz:

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 preparing bid documents for improvements at Seymour Park in Grayslake, IL.

OVERVIEW OF PROJECT SCOPE

The Project consists of preparing the bid documents for the improvements at Seymour Park consisting of the following items:

- Civil Engineering Services are NOT included as part of our Project Scope (stamped concrete sidewalks, curb and gutter, street lighting, green space, landscaping, isolated benches, etc.) as it is our understanding that these services will be provided by the Village's Civil Engineer or directly by the Village. Gewalt Hamilton Associates (GHA) was identified as the Civil Engineer and overall Project Manager for the Project. They will be providing the additional design and detailing services that are not included as part of Kluber's Scope of Services.
- Arbor design (curved arbor in two locations, one with a continuous bench at the northern arbor)
- Fencing and fence piers along north and east portions of the site.
- Monument plaques and support (plaques are to be removable). These will be located at the southern arbor location.
- Coordination of lighting and power requirements for arbors, plaques and fountain. The design and specification of these items will be by GHA and/or its consultants.
- Fountain water feature design and coordination. The electrical and plumbing engineering will be by GHA.
- Archway entrance at NE corner of lot.
- GHA will provide Kluber with the AutoCAD site plan for our use in designing our scope items. All geometry, layout and elevations will be identified on the GHA documents.

INITIAL INFORMATION

- Kluber's preliminary assumption of the Cost of the Work is \$550,000.00. 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 with the general understanding that the Project needs to be bid in February 2016 with an OTB date of February 4, 2016.

- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be William Hines or as appointed.
- Kluber, Inc.'s representative for the Project will be Jarret Brutlag.

The foregoing is based on the communications that transpired over the several weeks and the Architectural Site Plan – Option F” prepared by Kluber Inc. dated 1/22/16 and our meeting on January 27, 2016.

SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Services for the Project as set forth in the standardized *AIA B105 - 2007 Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Design (Bid Document) Phase:

- Site review to document existing conditions (if required).
- Perform code review as required for work related to Project scope of Work.
- Develop technical specifications (booklet form) for our portion of the Work. Front end specifications will be by GHA and the Village.
- Develop technical drawings for our portion of the Work.
- Coordination with the Village's Civil Engineering firm (GHA).
- Review final documents with Owner prior to bidding (if requested).
- Cost estimate for our portion of the Work.

Bidding Phase (Additional Services):

- Assist Owner in contacting potential bidders for Project.
- Attend pre-bid meeting (if requested). Agenda and minutes by GHA.
- Respond to contractor questions during bidding related to our portion of the Work.
- Issue addenda (if required). Distribution by GHA.
- Attend bid opening.
- Perform contractor bid review evaluations for our portion of the Work.

Construction Administration Phase (Additional Services):

- Attend pre-construction meeting (if requested). Agenda and minutes by GHA.
- Respond to Contractor questions.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority having Jurisdiction for our portion of the Work.
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents related to our specific work scope. Maximum site visits to be 6.
- 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 Service if requested.

ADDITIONAL SERVICES

Additional Services are not included in the Services described above, but may be required for the Project or specifically requested by the Village of Grayslake.

COMPENSATION

Kluber, Inc. proposes to provide the Services described above for a lump sum fee of \$16,680.00.

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



Compensation for Services 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:

<u>Services:</u>	
Design (Bid Document) Phase	\$16,680.00
Bidding/Negotiation Phase	Not Provided
Construction Administration Phase	<u>Not Provided</u>
Total Services Fee:.....	\$16,680.00

Additional Services:
As requested At 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 models, renderings or professional photography, and are anticipated not to exceed \$350.00.

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 (2016):

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 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

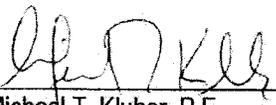
All services contemplated within this proposal shall be completed within 8 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.

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.

 3-8-16

Accepted (Signature) Date
Mike Ellis, Village Manager

By (printed name and title)

Confidentiality Notice:

The contents of this proposal are confidential and may not be distributed to persons other than the Village of Grayslake.

