RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Authorizing the County Executive to Execute a Contract with Kluber Architects & Engineers for Health Department Facility

WHEREAS, Will County desires to begin the programming and site selection process for a new Health Department Facility, and

WHEREAS, pursuant to Resolution #17-80 approved on March 16, 2017, the Will County Board authorized the Will County Executive to negotiate a professional services agreement for architectural and engineering services for the Health Department Facility, and

WHEREAS, the County Executive’s Office has completed a successful negotiation process with Kluber Architects & Engineers, Batavia, IL for $59,505.00 based upon the attached proposal.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board concurs with the recommendation of the Will County Executive’s Office.

BE IT FURTHER RESOLVED, that the Will County Board hereby authorizes the County Executive to execute a professional services contract with the firm of Kluber Architects & Engineers, Batavia, IL for the programming and site selection process for a new Health Department Facility, based upon the attached proposal, subject to the review and approval of the State’s Attorney’s Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.
Adopted by the Will County Board this 15th day of June, 2017.

**AYES:** Summers, Moustis, Singer, Moran, Rice, Harris, Trayner, Bennefield, Fritz, Gould, Militello, Balich, Fricione, Brooks Jr., Winfrey, Parker, Staley-Ferry, Dollinger, Marcum, Hart, Maher, Tuminello, Weigel, Kraulidis

**ABSENT:** Ogalla, Ferry

Result: Approved - [Unanimous]

Approved this 23rd day of June 2017.

Nancy Schultz Voots (SEAL)
Will County Clerk

Lawrence M. Walsh
Will County Executive
April 21, 2017

Dave Tkac
Deputy Chief of Staff
The County of Will
Will County Office Building
302 N. Chicago Street
Joliet, IL 60432

Re: Will County Health Department – Phase 1 Services
Kluber, Inc. Proposal No. 170130.01

Dear Mr. Tkac:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that The County of Will wishes to have Kluber Inc. perform Programming and Site Evaluation Services for the new Will County Health Department building to be located near the Joliet area.

OVERVIEW OF PROJECT SCOPE
The Project consists of providing programming and site evaluation/selection for a new Health Department Building. One of the sites to be considered will be the existing Health Department site. Two (2) other sites will be evaluated as selected by the County. Programming will follow the scope of Services outlined in the attached AIA B202 document.

INITIAL INFORMATION
- The program for the Project is to be determined as a scope of this Proposal.
- The Owner’s budget for the Cost of the Work has not been disclosed to Kluber at the time of this Proposal. 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 Construction Management; multiple bld packages.
- The Owner’s representative for the Project will be Dave Tkac.
- Kluber, Inc.’s representative for the Project will be Chris Hansen.

The foregoing is based on the selection made by the County of Will based on the QBS selection process and our meeting with you on March 16, 2017.

SERVICES
Kluber, Inc. proposes to provide usual and customary architectural and engineering Services for the Project as set forth in the standardized AIA B202 - 2009 Standard Form of Architect’s Services: Programming, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Programming Phase:
- Refer to attached AIA B202 Document for Services.

Site Evaluation Phase:
- Three (3) Sites to be reviewed which includes the existing Health Department Site and two (2) others to be determined by the Owner.
- Scope of Services will be as defined in the Scope of Services detailed in the attached HRGreen Short Form Agreement document – Exhibit ‘A’.

**ADDITIONAL SERVICES**

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

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Provided by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Site Evaluation (included as part of Services)</td>
<td>Kluber</td>
</tr>
<tr>
<td>Site Suitability (included as part of Services)</td>
<td>Kluber</td>
</tr>
<tr>
<td>Site Planning (in accordance with AIA B203 – 2007)</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Master Planning</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Preliminary Design</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Preliminary Cost Estimating (included as part of Services)</td>
<td>Kluber</td>
</tr>
<tr>
<td>Scheduling</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Market Analysis</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Detailed Existing Facility Evaluation</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Environmental Suitability</td>
<td>Not Provided</td>
</tr>
<tr>
<td>Services in support of the Owner’s other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services, Lending Institutions or others)</td>
<td>Not Provided</td>
</tr>
</tbody>
</table>

**COMPENSATION**

Kluber, Inc. proposes to provide the Services described above for a lump sum fee of $59,505.00.

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:

- **Services:**
  - Programming ................................................................ $21,850.00
  - Meetings/Presentations ................................................. $8,500.00
  - Site Evaluation (Kluber) ................................................ $8,350.00
  - Site Evaluation (HRGreen) ............................................. $20,805.00

  **Total Services Fee:** .................................................. $59,505.00

  **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 $1,000.00.

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 (2017):

- Kluber Architects + Engineers Staff
  - Principal ........................................................................ $225.00
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 T. Kluber, P.E.  
President  
Kluber, Inc.

Accepted (Signature)  
Date

Dave Tkac, Deputy Chief of Staff  
By (printed name and title)

Confidentiality Notice:
The contents of this proposal are confidential and may not be distributed to persons other than County of Will.
Document B202™ – 2009

Standard Form of Architect’s Services: Programming

for the following PROJECT:
(Name and location or address)

Will County - Health Department Phase I: Programming and Site Evaluation

THE OWNER:
(Name, legal status and address)

The County of Will
Will County Office Building
302 N. Chicago Street
Joliet, IL 60432

THE ARCHITECT:
(Name, legal status and address)

Kluber, Inc.
10 S. Shunway Ave.
Batavia, Illinois 60510

THE AGREEMENT
This Standard Form of Architect’s Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 21st day of April in the year 2017.

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 PROGRAMMING SERVICES
3 ADDITIONAL SERVICES
4 OWNER’S RESPONSIBILITIES
5 COMPENSATION
6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION
The Architect’s performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
(List below information, including conditions or assumptions, that will affect the Architect’s performance.)

Refer to Letter Proposal dated April 21, 2017.
ARTICLE 2  PROGRAMMING SERVICES

§ 2.1 Administration of Programming Services
§ 2.1.1 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

§ 2.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.

§ 2.1.4 Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.

§ 2.1.5 The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

§ 2.1.6 Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

§ 2.2 Identification of Programming Participants
Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.

§ 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives
§ 2.3.1 The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

§ 2.3.2 The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

§ 2.4 Information Gathering
§ 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:
Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any

Relevant government documents such as applicable codes and ordinances

Applicable non-governmental building and planning standards

§ 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

1. Identifying key individuals to be interviewed,
2. Establishing a work plan and schedule for the interviews,
3. Determining the types of data that could impact the design of the facility, and
4. Determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

2. Identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users.

(Paragraphs deleted)

§ 2.4.5 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

§ 2.5 Data Analysis

§ 2.5.1 Based on the information gathered, the Architect shall develop design criteria for the proposed facility.

§ 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

§ 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

§ 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

§ 2.6 Presentation and Initial Report

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner's organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

§ 2.7 Development of Final Program of Project Requirements

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.
§ 2.7.3 The Architect shall determine specific space requirements for the Project by
1. identifying required spaces,
2. establishing sizes and relationships,
3. establishing space efficiency factors (ratio of net square footage to gross square footage), and
4. documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustic, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include
1. an executive summary,
2. documentation of the methodology used to develop the program,
3. value and goal statements,
4. relevant facts upon which the program was based,
5. conclusions derived from data analysis,
6. relationship diagrams,
7. flow diagrams,
8. matrices identifying space allocations and relationships,
9. space listings by function and size, and
10. space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustic, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner's stated budget objectives.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 3.1.1 Multiple Site Evaluation</td>
<td>Architect</td>
<td>See Exhibit A</td>
</tr>
<tr>
<td>§ 3.1.2 Site Suitability</td>
<td>Architect</td>
<td>See Exhibit A</td>
</tr>
<tr>
<td>§ 3.1.3 Site Planning</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.4 Master Planning</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.5 Preliminary Design</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.6 Preliminary Cost Estimating</td>
<td>Architect</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.7 Scheduling</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.8 Market Analysis</td>
<td>Not Provided</td>
<td></td>
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<tr>
<td>§ 3.1.9 Detailed Existing Facility Evaluation</td>
<td>Not Provided</td>
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<tr>
<td>§ 3.1.10 Environmental Suitability</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 3.1.11 Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate Legal Services Providers, Lending Institutions or others)</td>
<td>Not Provided</td>
<td></td>
</tr>
</tbody>
</table>
§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

See Exhibit A.

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. One (1) meetings to determine Owner and user values and goals
2. Five (5) interviews for the purpose of gathering data
3. Two (2) presentations to programming participants and user groups
4. One (1) special presentations to Boards of Directors, stakeholder groups or other outside entities
5. Zero (0) facility visits pursuant to Section 2.4.4

ARTICLE 4 OWNER'S RESPONSIBILITIES
§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide to the Architect master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

ARTICLE 5 COMPENSATION
§ 5.1 For the Architect’s Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

$59,505.00 as depicted in Letter Proposal dated April 21, 2017.

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services noted as "Architect" are included as part of Services.

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be determined and negotiated.
§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Standard Form of Architect's Services: Programming, if any, are as follows:

None.
Additions and Deletions Report for
AIA Document B202™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:44:58 on 04/20/2017.

PAGE 1

Will County – Health Department Phase 1: Programming and Site Evaluation

...

The County of Will
Will County Office Building
302 N. Chicago Street
Joliet, IL 60435

...

Kluber, Inc.
10 S. Shumway Ave.
Batavia, Illinois 60510

...

This Standard Form of Architect’s Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 21st day of April in the year 2017.

...

Refer to Letter Proposal dated April 21, 2017.

PAGE 3

A—Relevant historical documents and archival materials

...

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner’s existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and:

A—prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings;

2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users.

A—prepare a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.
§ 2.4.4 The Architect shall identify, in consultation with the Owner, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.

§ 2.4.5 In consultation with the Owner, the Architect shall identify the individuals to be surveyed. The Architect shall prepare a work plan and schedule for questionnaires and surveys and shall develop, prepare and distribute questionnaires and surveys and collate the results. The Architect shall prepare survey questions based on a systematic process for gathering specific program information such as furniture and equipment needs and special space criteria.

... 

§ 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

PAGE 4

| § 3.1.1     | Multiple Site Evaluation | Architect | See Exhibit A |
| § 3.1.2     | Site Suitability         | Architect | See Exhibit A |
| § 3.1.3     | Site Planning            | Not Provided |
| § 3.1.4     | Master Planning          | Not Provided |
| § 3.1.5     | Preliminary Design       | Not Provided |
| § 3.1.6     | Preliminary Cost Estimating | Architect |
| § 3.1.7     | Scheduling               | Not Provided |
| § 3.1.8     | Market Analysis          | Not Provided |
| § 3.1.9     | Detailed Existing Facility Evaluation | Not Provided |
| § 3.1.10    | Environmental Suitability | Not Provided |
| § 3.1.11    | Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others) | Not Provided |

PAGE 5

See Exhibit A.

... 

1. One (1) meetings to determine Owner and user values and goals
2. Five (5) interviews for the purpose of gathering data
3. Two (2) presentations to programming participants and user groups
4. (One (1) special presentations to Boards of Directors, stakeholder groups or other outside entities
5. Zero (0) facility visits pursuant to Section 2.4.4

... 

$50,505.00 as depicted in Letter Proposal dated April 21, 2017.

...
Services noted as "Architect" are included as part of Services.

... 

To be determined and negotiated.

§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus percent (—— Fifteen percent (15%), or as otherwise stated below:

PAGE 6

None.

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User Notes: (1513042786)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:44:58 on 04/20/2017 under Order No. 7162091718_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2009, Standard Form of Architect's Services: Programming, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Project Manager

(Title)

4/21/17

(Dated)
EXHIBIT 'A'

Simple Scope Short Form Agreement

Project: Will County Health Department Property Assessment - Site Due Diligence Report
Project No: 170444
Phase No(s): 01
Date: 04/20/17

Client: Kluber Architects + Engineers
Contact: Mr. Christopher J. Hansen
Address: 10 S. Shumway Ave.
City/State/Zip: Batavia, IL 60510
Phone: (630) 406-1213
Email: chanson@kluberinc.com

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Project Understanding - This proposal consists of preliminary research and site evaluation for three (3) separate sites in conjunction with the possible construction of the new Will County Health Department Facility. COMPANY will provide site due diligence services for three sites including the existing Will County Health Department complex located at 1106 Neal Avenue, Joliet, Illinois. Located in Will County, the existing Will County Health Department campus property site of consists of approximately 50 acre parcel of land, bounded by Neal Ave. on the west; Doris Ave. and Mills Rd. on the south; the Wauponsee Glacial Trail on the east; and private property on the north and west. It is our understanding that professional services are required to determine site feasibility for the subject parcel described above and two (2) additional potential sites locations yet to be determined. The scope of professional services includes general feasibility services as well as preparation of a due diligence report outlining the result of our research, the preparation of site concept plans (one per site) and conceptual opinion of probable construction site costs (one per site).

Scope of Services - COMPANY will provide the following professional services to be considered as "Due Diligence" as defined above in the Project Understanding:

1. Review of the topography and any floodplain and wetland considerations from available published maps and reports (i.e., USGS, FEMA, etc.). Research to determine regional and local drainage patterns for subject parcel as well as properties adjacent to the site. Identify potential buffers from wetlands and possible floodplain impacts if any.

2. Determine the availability of municipally-owned water and sewer utilities, based on available local information. Identify on-site sanitary sewer/water extension requirements as well as potential costs and any opportunities for recapture.

3. Determine the availability of public dry utilities, such as natural gas, electricity, cable TV, and telephone.

4. Completion of the Illinois Historic Preservation Agency (IHPA), Illinois Department of Natural Resources (IDNR), and the U.S. Fish and Wildlife Service (USFWS), a division of the Department of the Interior forms are not included in this proposal to keep the project confidential. If the client would like us to complete these forms in the future, an addendum to this proposal will be issued for additional services.
EXHIBIT 'A'

5. Obtain the applicable Government Code or guidelines from the jurisdictional governmental body (village\city\county).

6. Review available plans from Illinois Department of Transportation (IDOT), and/or Will County Division of Transportation (WCDOT) and/or local municipality to identify future roadway widening projects as well as determine availability of access.

7. Prepare a documented report of the findings which will include the following:
   a. Narrative discussion on the existing site conditions as well as the proposed site conditions as they relate to transportation access, storm water management, and wet/dry utilities.
   b. Jurisdictional Government Agency Codes, Ordinances, and guidelines, as applicable to the proposed project.
   c. Any other applicable information that would help to determine if the site is suitable for the proposed use.

8. Prepare conceptual site plans for each reviewed location which will include conceptual design presentation of site access and parking, building footprint as provided by CLIENT, and storm water management, three (3) concepts total.

9. Based on conceptual site plan designs, COMPANY will prepare one (1) opinion of probable construction costs (OPCC) for each site, three (3) OPCCs total.

10. Administrative tasks and coordination, including all required correspondence throughout the duration of the project with the CLIENT, the potential jurisdictional government agency, any sub-consultants retained by the CLIENT for aforementioned required services, all review agencies and public offices listed above, as well as general administrative tasks associated with the project.

11. Items not included herein are:
   a. Geotechnical field investigation and related reports;
   b. Completion of the IHRA; IDNR; and USFWS forms specific to project site; *
   c. Boundary survey and/or topographic survey services*; and
   d. Site and utility design services*.

*Services that can be provided by COMPANY if identified as being required will require a contract amendment.

The CLIENT agrees to pay COMPANY for the above scope of services:

Lump Sum portion in the amount of $20,805.00 (Three (3) sites x $6,935 per site due diligence & report; concept site plan; & opcc).

☒ Reimbursable Expenses Included
☐ Subconsultant Services Included
☐ Prepayment Required for Work to Commence
EXHIBIT 'A'

Copy To:

☒ Accounting
☒ Tim Hartnell - HR Green, Inc.
☐

TERMS AND CONDITIONS

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY’s services under this Agreement are being performed solely for the CLIENT’s benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justify entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court for schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT’s sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney’s fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT’s use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY’s expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT’s sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney’s fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT’s Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY’s consultants shall be indemnified and shall be made additional insureds on the General Contractor’s and all subcontractor’s general liability policies on a primary and non-contributory basis.
EXHIBIT 'A'

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed $10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY’s services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney’s fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing how the independent registered municipal advisor is that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Services will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

HR GREEN, INC.

T. Scott Creech, P.E.
Site Director – New Lenox

KLUBER ARCHITECTS + ENGINEERS

HR GREEN, INC.

Timothy J. Harnett

Accepted by: ____________________________
Printed/Typed Name: ____________________________
Title: ____________________________
Date: ____________________________

Approved by: ____________________________
Printed/Typed Name: Timothy J. Harnett
Title: Vice President/Practice Leader-Gov. Services- Midwest
Date: 04/20/17