



**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.

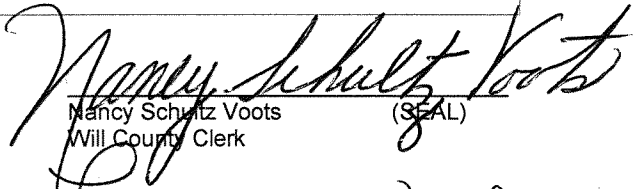
BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of June, 2017.

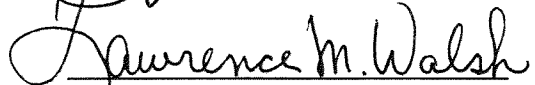
AYES:	Summers, Moustis, Singer, Moran, Rice, Harris, Traynere, Bennefield, Fritz, Gould, Militello, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Staley-Ferry, Dollinger, Marcum, Hart, Maher, Tuminello, Weigel, Kraulidis
ABSENT:	Ogalla, Ferry

Result: Approved - [Unanimous]

Approved this 23rd day of June, 2017.



Nancy Schult Voots (SEAL)
Will County Clerk



Lawrence M. Walsh
Will County Executive



www.kluberinc.com

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 bid 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:

Batavia Office
10 South Shimway Avenue
Batavia, Illinois 60510
630.406.1213

Gurnee Office
4212 Old Grand Avenue, Suite 101
Gurnee, Illinois 60031
847.336.3428

- 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.

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

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:

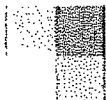
<u>Services:</u>	
Programming	\$21,850.00
Meetings/Presentations	\$8,500.00
Site Evaluation (Kluber)	\$8,350.00
Site Evaluation (HRGreen)	\$20,805.00
Total Services Fee:.....	
\$59,505.00	

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	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

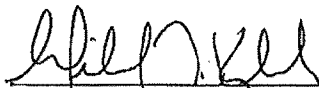
All services contemplated within this proposal shall be completed within 6 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.

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.





AIA Document B202™ – 2009

Standard Form of Architect's Services: Programming

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

Will County - Health Department Phase 1: 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. Shumway 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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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:

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User Notes: (1513042768)

- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances
- .3 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)

§ 2.4.6 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, acoustical, 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, acoustical, 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.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 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	

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§ 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.

Attachment: WC Kluber AIA Contract (17-134 : Auth Co Ex to Exec Contract w/Kluber Architects for Health Dept Facility)

Init.