

**LEGISTAR: 170545**  
**DISTRICT: 6**

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**

For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_ Recommendation of Boards, Commissions & Committees (Green)  
\_\_\_\_ Other Business (Park)

**TO:** VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
**FROM:** Scott Niehaus, Village Manager  
**DATE:** November 27, 2018 (B of T) **DATE:** January 4, 2018  
**TITLE:** Architectural Services – Underground Utilities Office Expansion and Fleet Services Needs Assessment  
**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works *CSG*

**BACKGROUND/POLICY IMPLICATIONS:**

Through a Qualification Based Selection (QBS) process, staff has selected Kluber Architects + Engineers of Batavia, Illinois to develop plans and specifications for the Underground Utilities Office Expansion Project and develop a masterplan for fleet services.

**FISCAL IMPACT/FUNDING SOURCE:**

Cost: \$14,695.00 - Water & Sewer Capital Projects (520.790.715.75420)  
\$14,725.00 – Facilities Reserve Fund (430.710.720.75420)

Project #: FM 18-01

Review (as necessary):  
Village Attorney \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



December 18, 2017

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: Architectural Services - Underground Utilities Office Expansion and Fleet Services Needs Assessment

**Background**

Included in the 2018 CIP are funds for the construction of offices for supervisory personnel in the Underground Utilities Division building. The current office for the Underground Utilities Supervisor is insufficient and not conducive anymore for the needs of the Division and the Utilities Superintendent's office is located in a separate building. The new offices will house the Underground Utilities Supervisor, Utilities Superintendent, and space for meetings and plan review. The current office space of the Utilities Superintendent can be re-purposed for office space for the Asset Management Administrator. Additionally, staff included planning services for the Fleet Services Division in the project. The fleet facility has become inadequate to address the current needs of the Village. At this point, staff is seeking planning assistance to determine what modifications/expansions can be undertaken to allow greater use of the facility. The efforts of the evaluations will assist staff in planning for future improvements, which will be considered as part of the future CIPs.

In accordance with Village and State requirements, the Village utilized a Qualification Based Selection process for the architect selection. The Village invited seven (7) architectural firms to submit qualifications and letters of interest on the project. Two (2) firms submitted proposals for the design work and planning services. Kluber Architects + Engineers from Batavia, Illinois was chosen as the most qualified to design the facility based on their previous designs of municipal maintenance facilities. Kluber will provide the Village with complete construction drawings and specifications for the Utility Office Expansion and options for future improvements to the Fleet Services Facility. Construction of the Underground facility is anticipated to begin in May 2018.

**Recommendation**

The staff recommends that the Village President and Board of Trustees accept a proposal from Kluber Architects + Engineers of Batavia, Illinois in the amount of \$29,420 for the architectural services for the Underground Utilities Office Expansion and Fleet Services Needs Assessment.

**RESOLUTION**  
**R18-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE UNDERGROUND UTILITIES OFFICE  
EXPANSION AND FLEET SERVICES NEEDS ASSESSMENT PROJECTS**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Kluber Architects + Engineers regarding the Underground Utilities Office Expansion and Fleet Services Needs Assessment project as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Agreement attached hereto as Exhibit "A" is hereby approved.

**SECTION 2:** That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this \_\_\_\_\_ day of January, 2018, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this \_\_\_\_\_ day of January, 2018.

\_\_\_\_\_  
Keith Giagnorio  
Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

## **VILLAGE OF LOMBARD**

### **PROPOSAL FORM**

Proposal for Contract Document Number FM 18-01. We hereby agree to furnish to the Village of Lombard UNDERGROUND UTILITIES OFFICE EXPANSION PROJECT AND FLEET SERVICES NEEDS ASSESSMENT in accordance with provisions, instructions, and specifications of the Village of Lombard. The Proposal Form must be signed by an authorized agent. If the ARCHITECT is a corporation, the corporate seal must be affixed.

The successful ARCHITECT will be required to agree to and sign the Village of Lombard contract and Architect's Certification Form (sexual harassment policy, tax liability, and CDL testing.)

This Proposal shall be binding for ninety (90) days following the scheduled proposal due date.

**VILLAGE OF LOMBARD  
PROPOSAL FORM (CONTINUED)**

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for UNDERGROUND UTILITIES OFFICE EXPANSION PROJECT AND FLEET SERVICES NEEDS ASSESSMENT.

I/We hereby certify that I/We am/are authorized to sign as an agent(s) of the firm:

If an individual or partnership, all individual names of each partner shall be signed:

By .....: \_\_\_\_\_

Print Name .....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_

By .....: \_\_\_\_\_

Print Name .....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_

Company Name ...: Kluber Architects + Engineers  
Address line 1 .....: 10 S. Shumway Avenue  
Address line 2 .....: Batavia, Illinois 60510  
Telephone.....: (630) 406-1213

If a corporation, an officer duly authorized should sign and attach corporate seal

*PLACE CORPORATE SEAL HERE*

By:  \_\_\_\_\_

Print Name: Michael T. Kluber

Position/Title: President

Company Name: Kluber Inc.

Address line 1: 10 S. Shumway Avenue

Address line 2: Batavia, IL 60510

Telephone: 630-406-1213

**VILLAGE OF LOMBARD**

**CONTRACT**

**CONTRACT DOCUMENT NUMBER FM 18-01**

This agreement is made this 4<sup>th</sup> day of January, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Kluber Architects + Engineers, hereinafter referred to as the "ARCHITECT" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ARCHITECT agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

**UNDERGROUND UTILITIES OFFICE EXPANSION PROJECT  
and FLEET SERVICES NEEDS ASSESSMENT**


1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. UNDERGROUND UTILITIES OFFICE EXPANSION PROJECT AND FLEET SERVICES NEEDS ASSESSMENT Request for Qualifications consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
  - b. Required Certificates and Signatures and Certificate of Insurance
  - c. ARCHITECT'S Proposal Dated 12/15/2017
2. The VILLAGE agrees to pay, and the ARCHITECT agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ARCHITECT have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Individual or Partnership \_\_\_\_\_ Corporation X

By 

President  
Position/Title

By \_\_\_\_\_

Position/Title

Kluber Inc.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD**  
**ARCHITECT'S CERTIFICATION**


Michael T. Kluber, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Kluber Architects + Engineers, having submitted a proposal for:  
(Name of Company)

UNDERGROUND UTILITIES OFFICE EXPANSION PROJECT AND FLEET SERVICES NEEDS ASSESSMENT to the Village of Lombard, hereby certifies that said ARCHITECT:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that not applicable.  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By:   
Authorized Agent of ARCHITECT

Subscribed and sworn to  
before me this 19<sup>th</sup>  
day of December, 2018.

  
Notary Public





December 15, 2017

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

Re: Utilities Building Expansion  
Kluber, Inc. Proposal No. 171207.01 - Revised

Dear Mr. Goldsmith:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village desires to expand their administration offices at the Underground Utilities facility located at 290 E. Central Avenue in Lombard, IL. The development area is approximately 60'x16'x2 stories totaling 1,920 square feet.

#### OVERVIEW OF PROJECT SCOPE

The Project consists of interior renovations of office spaces including:

- Break/Ready Room
- Crew Leader Office
- Locker Room
- Superintendent Office's
- Data Clerk
- Mezzanine Storage

The Project will also include adding a new staircase to access the 2<sup>nd</sup> floor offices and cutting through the east exterior precast panels for the addition of new windows to the east façade of the facility.

Our team will also provide the plans listed below:

- Demolition Plans.
- Reconstruction plans.
- Reflective Ceiling plans.
- Structural, Electrical, Mechanical, and Plumbing plans.

#### INITIAL INFORMATION

- Kluber's preliminary assumption of the Cost of the Work is \$182,000 - \$202,000.00. 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, currently, our understanding is to complete the Construction Documents March 2018, April 2018 Bidding, Start Construction May 2018 and complete construction August 2018.

- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Brian Jack and Carl Goldsmith.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our telephone conversation with you on November 30 and on December 8, 2017.

**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:

Construction Document Phase:

- Site review to document and measure existing conditions.
- Identify work to be performed by owner during construction.
- Develop complete construction drawing set
- Develop complete technical specification package
- Finalize opinion of probable construction costs
- Deliver construction documents package to Owner for review and approval.
- This phase shall include two owner meetings to review progress and coordinate work scope.

Bidding Phase:

- Confirm bidding procedures with Village of Lombard.
- Prepare Addenda to the Construction Documents.

Construction Administration Phase:

- Interpretation and clarification of the contract documents.
- Site visits as requested on a per trip basis. See Additional Services.

**ADDITIONAL SERVICES**

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

**COMPENSATION**

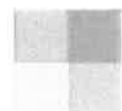
Kluber, Inc. proposes to provide the Services described above for a fees noted below.

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>	
Construction Document Phase .....	\$13,945.00
Bidding/Negotiation Phase .....	\$750.00
Construction Administration Phase .....	<u>Hourly as requested</u>
Total Services Fee:.....	\$14,695



Additional Services:

As requested ..... At Hourly Rates listed below  
Each Construction Site Visit ..... \$450.00 per visit

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 \$250.00.

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 (2018):

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
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,



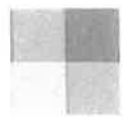
Michael T. Kluber, P.E.  
President  
Kluber, Inc.

Accepted (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Carl Goldsmith, Director of Public Works  
By (printed name and title)

**Confidentiality Notice:**

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



December 8, 2017

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

Re: Fleet Services Facility Master Planning  
Kluber, Inc. Proposal No. 171207.02

Dear Mr. Goldsmith:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village is requesting services to conduct a study of the current fleet operations, future needs, and logistics of the fleet management arrangements. We understand the fleet service facility is not large enough to accommodate the current and future needs of the Village.

#### OVERVIEW OF PROJECT SCOPE

The Village of Lombard Field observations conducted at the pre-proposal meeting noted that the maintenance bays at the south end of the existing fleet services building are inadequate in size and height. Our role for this portion of the work is to reconfirm the components of the previously prepared space needs assessment, along with making sure they are consistent with the long range needs of the Village. Our team will also develop a site diagram that indicates the best location for the proposed expansion to occur. Additionally, we will be supported by Engineering Resource Associates (ERA), Inc. to analyze the current storm water and other site utility constraints that may impede future development. ERA will also analyze the ability to navigate the site with the various public works vehicles.

Our team will prepare:

- Building Programming & Space Needs Analysis
- Partial Topographical Measurement
- Documentation and Analysis of Existing Site Conditions
- Master Development Plan and Budget

#### INITIAL INFORMATION

- The anticipated Project schedule is to be determined as mutually agreed, currently, our understanding is to begin in March of 2018 with completion in May 2018.
- The Owner's representative for the Project will be Carl Goldsmith.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our telephone conversations with you on November 30 and December 8, 2017.

#### 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:

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Batavia Office  
10 South Shumway Avenue  
Batavia, Illinois 60510  
630.406.1213

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

### **Programming and Space Needs Assessment:**

- Review all data previously prepared by the Village of Lombard Administration and discuss the long term goals and objectives for the project.
- Conduct interviews with facility users, key administrative officials and board members to re-confirm that the current and future needs for each building component are clearly understood and articulated.
- Document space allocation needs to determine building size and components according to the owner input that we have collected. The total square footage of all programmed spaces will be calculated and will form the basis of determining future facility size for site development planning exercises. We will compare this data to the previously prepared facility needs report prepared by others.
- During the Program and Space Needs Assessment Phase, our planning experts will also discuss the specialty systems that need to be incorporated into your facility design.
  - Functional/Operational Efficiency
  - Engineered Building Systems (HVAC, Electrical, Plumbing)
  - Flexible Use of Space

### **Partial Topographical Measurement:**

- Perform a Partial Topographical Measurement of the development area. This task includes partial topographical measurement of the public works facility located on the northwest corner of Stewart Ave & Central Ave. The topographical measurement will include the three existing public works buildings, preliminary topography, underground visible utilities including sanitary sewer, storm sewer and any JULIE flaggings. The plan will be based on visible measurement and any available atlas maps provided by the village. The plan will be prepared in AutoCAD format. This work will be performed by Engineering Resource Associates.

### **Documentation & Analysis of Existing Site Conditions:**

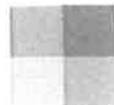
- Assemble zoning information, identify local code agencies and approvals needed by Owner;
- Review municipal and county regulations to identify any potential permitting requirements necessary prior to lot development;
- Review any available Owner site information such as: soils, topography, flood plains, utilities, etc.;
- Conduct a site visit to observe the project area and to review existing site conditions;
- Contact local governing agencies to establish design criteria applicable to the site's development;
- Review existing FEMA, Wetland Delineation Reports as available from Owner;
- Verify water, sanitary sewer and storm drainage availability and anticipated service requirements to accommodate the future site development. This task also includes a preliminary stormwater analysis to summarize the impacts of any new impervious areas to the DuPage County and Village of Lombard stormwater ordinance.
- Review private utility infrastructure such as electric, natural gas and communication facilities to determine availability to the site development;

### **Master Development Plan & Budget:**

- Prepare a master site plan of the proposed development area that indicates the proposed future building addition location and pedestrian and vehicular movement on the project site.
- Prepare a preliminary estimate of probable construction cost.
- Conduct one (1) meeting with Village staff to review the results of our investigation.

### **ADDITIONAL SERVICES**

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



**COMPENSATION**

Kluber, Inc. proposes to provide the Services described above for a fees noted below.

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 and Space Needs Assessment Phase.....	\$2,800.00
Partial Topographical Measurement Phase .....	\$4,500.00
Documentation & Analysis of Existing Site Conditions Phase .....	\$3,250.00
Master Development Plan & Budget .....	<u>\$4,175.00</u>
Total Services Fee: .....\$14,725.00	
<u>Additional Services:</u>	
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 \$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 (2018):

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
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 5 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  
  
\_\_\_\_\_  
Carl Goldsmith, Director of Public Works  
By (printed name and title)

**Confidentiality Notice:**

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

