

VILLAGE OF VERNON HILLS
ORDINANCE 2025-106

AN ORDINANCE AWARDING A CONTRACT TO KLUBER INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS LOCKER ROOM RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,100

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the President and Board of Trustees desire to maintain the Village's facilities; and

WHEREAS, Staff received a proposal for renovating the Public Works locker room by Kluber Inc.; and

WHEREAS, Staff seeks approval to authorize the Village Manager to execute a contract with Kluber Inc. to provide professional architectural services for the Public Works Locker Room Renovation Project for an amount not to exceed \$49,100.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all documents required with Kluber Inc. to provide professional architectural services for the Public Works Locker Room Renovation for an amount not to exceed \$49,100.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Kluber Inc. for an amount not to exceed \$49,100.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effective from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2025-106.

Dated this 16th day of September 2025.

Adopted by roll call vote as follows:

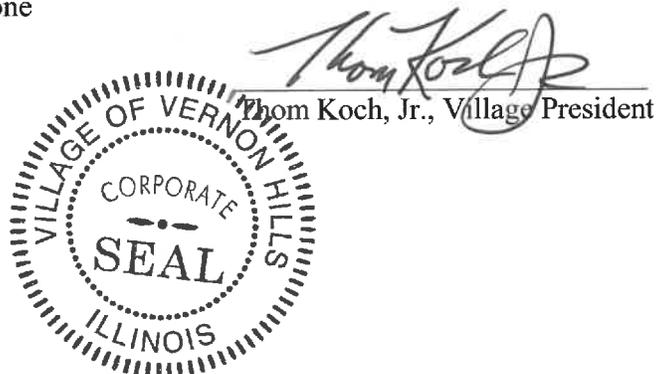
AYES: 7 – Marquardt, Oppenheim, Takaoka, Forster, Schenk, Lundeen, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

PASSED: 09/16/2025
APPROVED: 09/16/2025
ATTEST: 09/16/2025


Kevin Timony, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

For Architectural Design Services for the Public Works Locker Room Improvements For The Village of Vernon Hills

THIS AGREEMENT made and entered into this 17th day of September, 2025 by and between the Village of Vernon Hills (hereinafter referred to as the “Village”) and Kluber, Inc. (hereinafter referred to as the “Consultant”)

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the “Parties”) desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village’s request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant’s documentation of its qualifications, as set out in its Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village’s approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant’s professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services

to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall complete the engineering services no later than December 31, 2026. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with the Budget described in the Consultant's Proposal, for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. The Consultant's Fee Schedule, denoting its current charges for the year 2025, is attached hereto as ATTACHMENT #2. Total fees for the Consultant's work shall not exceed \$49,100. No additional work would be commenced without obtaining client approval.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
 - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
 - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
 - b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;

- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in providing its services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of providing its services. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

BB. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

CC. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

DD. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not hereafter be canceled,

permitted to expire, or be changed without thirty (30) days' notice in advance to the Village and consented to by the Village in writing and the policies shall so provide.

3. **Workers' Compensation Insurance:** Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Village. Such insurance shall name the Village as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the Village shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Professional Liability Insurance:** (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Consultant coverage in an amount not less than [\$1,000,000] per claim.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

9. **The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder.** All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.
10. If Contractor's current policies do not provide the required coverage in this Agreement, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of the Agreement

EE. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: Christopher Venatta
Public Works Director/Village Engineer
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061
ChristopherV@vhills.org

If to Consultant: Michael Kluber
President
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
mkluber@kluberinc.com

GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

HH. INTERPRETATION, ENFORCEMENT & DISPUTES

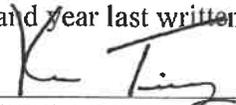
This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in Lake County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

ATTACHMENT #2, Consultant's Fee Schedule

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.



VILLAGE

By: Kevin Timony

Title: Village Manager

Date: 09/18/2025



CONSULTANT

By: Michael T. Kluber

Title: President

Date: 09/17/2025

September 5, 2025

Chris Venatta, PE
Public Works Director/Village Engineer
Vernon Hills Public Works Department
290 Evergreen Drive
Vernon Hills, IL 60061

Re: Public Works – Locker Room Improvements – ‘Project’
Kluber, Inc. Proposal No. 250905.01

Dear Mr. Venatta:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village of Vernon Hills (‘Village’) desires to engage Kluber, Inc. (‘Consultant’) to provide usual and customary architectural and engineering Services for the proposed locker room improvements at the Public Works facility located at 490 Greenleaf Drive, Vernon Hills, IL (herein referred to as ‘Project’).

OVERVIEW OF PROJECT SCOPE

The Project consists of the locker room improvements as outlined in the completed Locker Room Study dated August 1, 2025, attached as Exhibit A.

INITIAL INFORMATION

- The program for the Project is has been completed as part of the Locker Room Study dated August 1, 2025, prepared by our office.
- Kluber’s preliminary assumption of the Cost of the Work (CoW) is approximately \$465,000 as defined in the completed Locker Room Study. 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 Village.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Village’s representative for the Project will be Chris Venatta.
- Kluber, Inc.’s representative for the Project will be Chris Hansen.

Assumptions/Exclusions include the following:

- A. It is our understanding that the Village has provided or will provide all environmental testing and abatement of all hazardous materials in the area where renovation work will occur.
- B. The assumption is that the current facility is code compliant with the codes that were in effect when constructed. Our scope of services does not include bringing the facility up to current codes and standards.
- C. The existing utilities (water, sewer, gas, electric) are capable of supporting the proposed renovations.
- D. The existing drawings provided by the Village align with the as-built conditions with some minor adjustments that have occurred over the years.
- E. The existing mechanical and electrical distribution equipment is adequate for the proposed renovations; replacement of such equipment is not contemplated.

The foregoing is based on the completed Locker Room Study prepared by our office dated August 1, 2025.

SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Services for the Project as set forth in the Village's standardized *Professional Services Agreement*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Construction Document Phase:

- Non-invasive site review to document and generally become familiar with the existing conditions related to the Project scope of work
- Perform code review related to Project scope of work
- Update documents to incorporate Village comments from the Study Phase (if required)
- Prepare specifications
 - Village bidding requirements
 - Technical requirements for architectural and engineering systems
- Prepare technical drawings
- Prepare final estimate of Cost of the Work
- Administer virtual meetings with Design Team & vendors to review project
- Review final documents with Village prior to bidding
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Procurement Phase:

- Assist Village in contacting potential bidders for Project
- Prepare agenda and attend pre-bid meeting
- Review requests
- Respond to contractor questions during bidding
- Issue addenda (if required)
- Participating in bid opening
- Perform contractor bid review evaluations
- Prepare and issue contractor bid results letter

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting
- Issue ASI's and RFP's as required
- Respond to Contractor questions
- Review progress pay requests if requested
- Participate in conference calls administered by the Contractor with Contractor, Village, Vendors and Design Team
- Review Contractor change order requests and prepare change order documents
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of three (3) visits
- Perform up to two (2) reviews of each construction submittal
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work
- Issue Certificate of Substantial Completion
- Assumed Construction duration: 4 months

SUPPLEMENTAL AND ADDITIONAL SERVICES

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



Supplemental Services:	Provided by:
Programming, or Validation of Village's Project Program, as described below (Completed as part of the Study Phase)	Kluber
Existing Facilities:	
Survey of existing facility(ies) (required if Village's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2017)	Not Provided
Environmental Testing and Abatement for hazardous materials (assumption is the facility does not contain hazardous materials)	Village
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2017)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Village	Not Provided
Historic Preservation (in accordance with AIA B205 – 2017)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards. (Included as part of Services)	Kluber
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2019)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2012)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Door Control & Security Access design	Not Provided
Audio Visual system design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Consultant's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives) (Included as part of Services)	Kluber
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Village in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Village. Limited to as required for the Consultant to prepare its Instruments of Service.	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions) (Included as part of Services)	Kluber
On-site project representation (not including the site visits noted under the Construction Administration Phase)	Not Provided
Post-occupancy evaluation	Not Provided
Construction Testing Services	Village or Contractor

Additional Services are not included in the Services described above, but may be required for the Project. The list below indicates Additional Services that may arise at no fault of the Consultant and approved by the Village are as follows.

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Village, or a material change in the Project including size, quality, complexity, the Village's schedule or budget for Cost of the Work, or procurement or delivery method.
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service.



3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.
4. Services necessitated by decisions of the Village are not rendered in a timely manner or any other failure of performance on the part of the Village or the Village's consultants or contractors.
5. Preparing digital models or other design documentation for transmission to the Village's consultants and contractors, or to other Village-authorized recipients.
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Village.
7. Preparation for, and attendance at, a public presentation, meeting or hearing.
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto.
9. Evaluation of the qualifications of entities providing bids or proposals.
10. Consultation concerning replacement of Work resulting from fire or other cause during construction.
11. Assistance to the Initial Decision Maker (third party consultant, such as Village's Representative), if other than the Consultant.

COMPENSATION

Kluber, Inc. proposes to provide the Services described above for the Stipulated Sum noted below.

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

Compensation for Services, Supplementary 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 Documents Phase	\$36,050.00
Procurement Phase.....	\$3,100.00
Construction Administration Phase	\$9,200.00
Total Services Fee:.....	\$48,350.00
Estimated Reimbursable Expenses:.....	\$750.00
Total Services + Estimated Reimbursable Expenses:.....	\$49,100.00

<u>Supplemental and Additional Services:</u>	
As requested	At Hourly Rates listed below
Responding to Permit Comments from AHJ.....	At Hourly Rates listed below
Supplemental Services.....	To be Determined
Additional Services	At Hourly Rates listed below
Each additional Site Visit during construction.....	\$750.00

Reimbursable Expenses (not included in fees noted above) incurred in connection with our Services and Supplementary Services, and our consultants, 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 \$750.00.



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 (2025):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$239.00
Project Manager.....	\$187.00
Project Mechanical Engineer III.....	\$177.00
Project Mechanical Engineer II.....	\$149.00
Project Mechanical Engineer I.....	\$122.00
Project Electrical Engineer III.....	\$177.00
Project Electrical Engineer II.....	\$149.00
Project Electrical Engineer I.....	\$122.00
Project Structural Engineer III.....	\$177.00
Project Structural Engineer II.....	\$149.00
Project Structural Engineer I.....	\$122.00
Project Technologist.....	\$177.00
Project Architect III.....	\$144.00
Project Architect II.....	\$122.00
Project Architect I.....	\$101.00
Interior Designer III.....	\$122.00
Interior Designer II.....	\$101.00
Interior Designer I.....	\$84.00
Construction Observer.....	\$101.00
Senior Project Coordinator.....	\$84.00
Project Coordinator.....	\$63.00
Mark-up for hourly Projects (indirect costs, OH & P).....	...20.0%
Hourly rates for dispute resolution or legal proceedings are 2.0 times the rates noted above.	

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 Village/Client and anyone claiming by, through, or under Village/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, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

INSURANCE

- Kluber, Inc. will maintain the insurance requirements as set forth in the Village's Professional Services Agreement.

COPYRIGHTS AND LICENSES

1. As set forth in the Village's Professional Services Agreement.

CLAIMS AND DISPUTES

- A. As set forth in the Village's Professional Services Agreement.

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. This proposal is valid for a period of up to 45 days from the date noted on this proposal.



FINAL NOTE

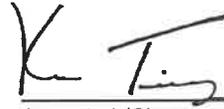
If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

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.



09/18/2025

Accepted (Signature)

Date

Kevin Timon, Village Manager

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to people other than the Village.



Schematic Design | August 08, 2025



Public Works Locker Room Study

SUBMITTED TO:

Village of Vernon Hills Public Works Department

490 Greenleaf Drive

Vernon Hills, Illinois 60061



|

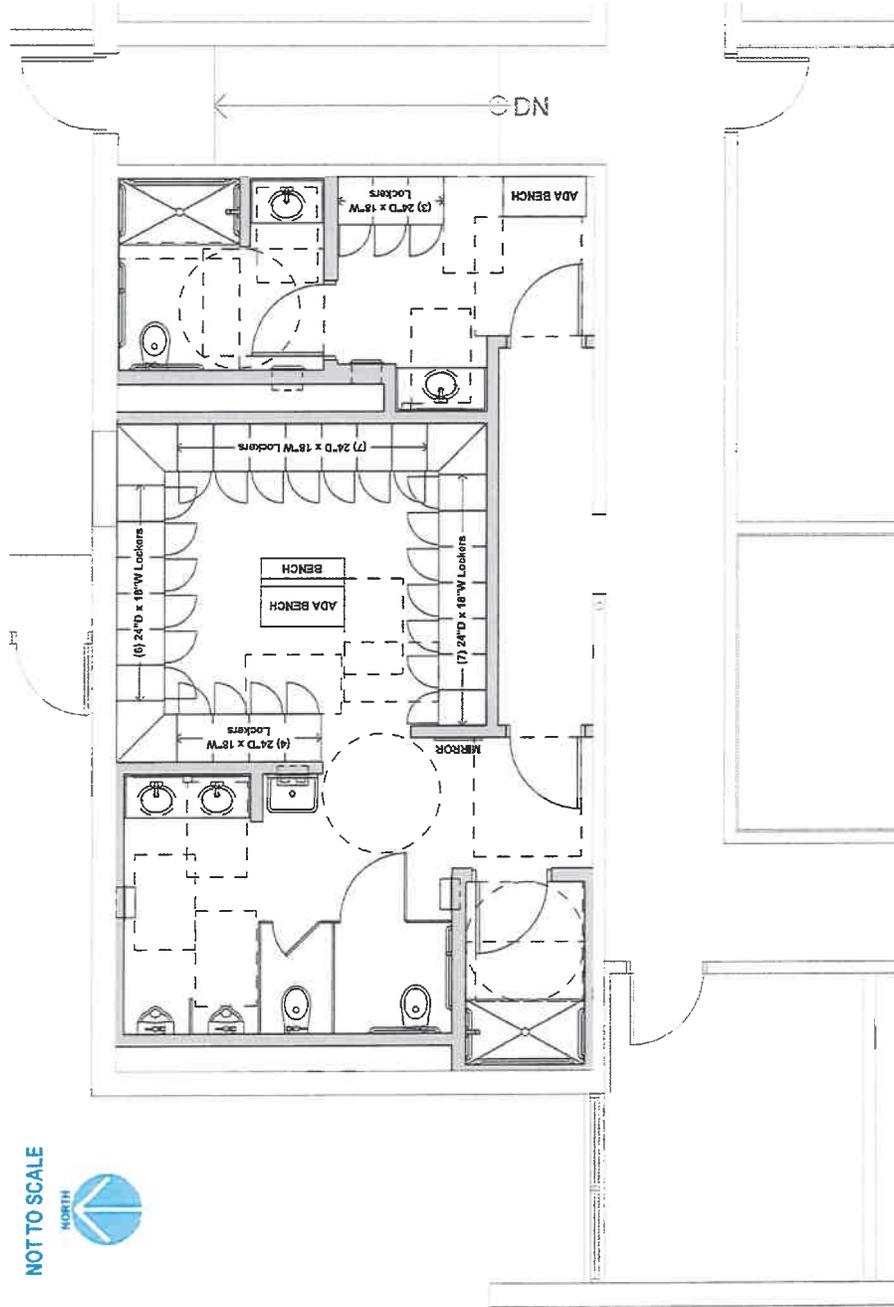
1612 Vernon Hills - Public Works Locker Room Study | Schematic Design | August 01, 2025

www.kluberinc.com

Exhibit A

Preliminary Locker Room Plan

NOT TO SCALE



NOTES

- Complete remodel in footprint of existing locker room.
- Locker room access point moved to south side to avoid high cists and awkward layout of adding ramps on the north side.
- Individual toilet/shower room in women's locker room.
- Some sightlines into the women's locker room.
- GFCI duplex power receptacles at each lavatory.

LOCKERS

- Men's: (24) 24"D x 18"W lockers
- Women's: (3) 24"D x 18"W lockers

FINISHES

Floors: fluid-applied quartz aggregate flooring with integral base
 Walls: full height ceramic tile
 Ceilings: painted gypsum board in shower rooms & acoustical ceiling grid with moisture resistant acoustical panels
 Toilet partitions: Stainless Steel with diamond pattern, floor-mounted, headrail-braced
 Solid surface counters with integral, seamless solid surface lavatory bowls.

TOILET ACCESSORIES

- Men's locker room
- Ada bench.
 - Standard bench.
 - Wall mounted soap dispenser at standard lavatories.
 - Semi-recessed, automatic, roll-type paper towel dispenser / waste receptacle combo unit.
 - Mirrors over each lavatory.
 - Semi-recessed automatic roll-type paper towel dispenser high over (2) wall mounted soap dispensers, (1) for standard & (1) for heavy duty soap, over deep basin hand washing sink.
 - Semi-recessed waste receptacle.
 - Standard size roll toilet paper dispensers.
- Women's locker room
- Ada bench
 - Mirrors over each lavatory
 - (2) fully recessed, automatic, roll-type paper towel dispenser / waste receptacle combo units
 - (1) full height mirror
 - Standard size roll toilet paper dispenser

Preliminary Opinion of Probable Costs

Item	Description:	Total SF	Cost Per SF:		Budget:		Cost Per SF Totals:	
			\$	to \$	\$	to \$	\$	\$
A	Selective Building Demolition:							
1	Selective Demolition	750	\$ 26.00	to \$ 28.50	\$ 19,500	to \$ 21,375	\$ 26.00	\$ 28.50
B	Sub-Total Demolition Cost	750			\$ 19,500	to \$ 21,375	\$ 26.00	\$ 28.50
C	Building Construction:							
1	Building Costs - High Complexity Interior Renovation	750	\$ 355.00	to \$ 370.00	\$ 266,250	to \$ 277,500		
4	Building Costs (Locker Allowance - 27 @ \$2,500 - \$2,800 ea)	Allow			\$ 67,500	to \$ 75,600		
D	Sub-Total Building Cost	750			\$ 333,750	to \$ 353,100	\$ 445.00	\$ 470.80
E	Sub-Total Construction Cost				\$ 353,250	to \$ 374,700	\$ 471.00	\$ 499.30
F	Design Contingency (5% of Line E)				\$ 17,663	to \$ 18,724		
G	Sub-Total Construction Cost with Design Contingency				\$ 370,913	to \$ 393,424	\$ 494.55	\$ 524.27
H	General Contractor Overhead & Profit (16% of Line G)				\$ 59,346	to \$ 62,912		
J	Bond & Insurance (2% of Line G)				\$ 7,418	to \$ 7,864		
K	Sub-Total Construction Cost with Design Contingency & General Conditions				\$ 487,677	to \$ 463,975	\$ 583.57	\$ 618.63
L	Construction Contingency (10% of Line K)				\$ 43,768	to \$ 46,397		
M	Total Construction Cost with Gen. Conditions and Design & Const. Contingencies				\$ 481,444	to \$ 510,372	\$ 641.93	\$ 680.50
N	Fixtures, Furniture & Equipment (Allowance)				\$ -	to \$ -		
P	Administrative Expenses (1.5% of Line K)				\$ 6,565	to \$ 6,960		
Q	A/E Fees				\$ 46,525	to \$ 49,320		
R	Total Soft Costs (N+P+Q)				\$ 53,090	to \$ 56,280	\$ 70.79	\$ 75.04
S	Total Project Budget				\$ 534,535	to \$ 566,652	\$ 712.71	\$ 755.54



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-106

AN ORDINANCE AWARDED A CONTRACT TO KLUBER INC. TO PROVIDE
PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS LOCKER ROOM
RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,100

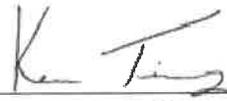
THE 16th AY OF SEPTEMBER 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
16th day of September, 2025

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-106 AN ORDINANCE AWARDING A CONTRACT TO KLUBER INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS LOCKER ROOM RENOVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$49,100 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM SEPTEMBER 16, 2025 TO SEPTEMBER 30, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 16th DAY OF SEPTEMBER, 2025



Notary Public

