

February 19, 2019

Mr. Jeremiah Varco Facilities manager 18 North County Street – 9<sup>th</sup> Floor Waukegan, IL 60085-4334

Re:

Lake County Health Department - BMB Chiller Replacement & Annex HVAC Fan Coil Replacement

Additional Services Request

Lake County Agreement No. #18032

Kluber, Inc. Project No. 1174

Dear Mr. Varco:

Please find attached this request for a contract modification to Agreement #18032 for the above captioned project for additional services scope of work requested by the Lake County Health Department. The Belvidere Medical Building & Annex facilities are located at 2400 Belvidere Road, Waukegan, Illinois. The following outlines the additional scope of work requested by the Health Department.

## **OVERVIEW OF ORIGINAL PROJECT SCOPE**

The Project consists of mechanical system replacement at two of the campus facilities. The main building improvements will consist of replacing two air-cooled chillers, two chilled water pumps and associated piping/specialties. The chillers are nominal 100-tons each. The temperature controls for the units shall be interfaced into the existing building automation system. The Annex facility consist of replacing the existing fan coil units with new fan coil units having the same configuration. The new fan coil units shall be connected to the existing outside air louvers and the existing hydronic piping. Fan coil units shall have direct digital controls. The Work will be one Project with one set of construction documents, one bid process and constructed at the same time.

• The original project scope had a construction value of \$450,000.00.

## REQUESTED ADDITIONAL PROJECT SCOPE

- Add \$500,000 of additional Fan Coil Replacements at the Belvidere Medical Building (BMB). (Note: Actual FCU locations will be reviewed with Bruce Robbins's maintenance team to identify the oldest or most troublesome units that need replacement within the \$500,000.00 budget).
- Add a \$150,000 heat exchanger unit at the BMB to service the two-pipe system feeding the Annex Building FCU's.
- Add \$200,000 for additional Annex Fan Coil Replacements at the 2<sup>nd</sup> floor so when this building is complete, all FCU's at the Annex will have been replaced.
- Total additional project scope has a construction value ADD of \$850,000.00 to the initial \$450,000.00 for a total construction Cost of Work = \$1,300,000.00.

## INITIAL INFORMATION

- The Owner's revised budget for the adjusted Cost of the Work is \$1,300,000.00. 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 revised Project schedule is to bid the work in May, 2019 with a board award in June, 2019.

- The intended Project delivery method remains unchanged and is a single contract for General Construction;
   single bid package.
- The Owner's representative for the Project will be Bruce Robbins.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our email and telephone conversations with you and Mr. Bruce Robbins.

# ADDITIONAL SERVICES COMPENSATION

Kluber, Inc. proposes to provide the Additional Services described above for a lump sum fees indicated below.

Compensation for Basic 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 1.10 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:

| Basic Services (Original Contract Amount): |                    |
|--------------------------------------------|--------------------|
| Construction Documents Phase               |                    |
| Bidding/Negotiation Phase                  | \$2,400.00         |
| Construction Administration Phase          | <u>\$9,400.00</u>  |
| Total Basic Services Fee:                  | \$49,050.00        |
| Estimated Reimbursable Expenses:           | \$750.00           |
| Total Basic Services Fee:                  |                    |
| Additional Services:                       |                    |
| Construction Documents Phase (Add)         | \$62,795.00        |
| Bidding/Negotiation Phase (Add)            | \$4,185.00         |
| Construction Administration Phase (Add)    | <u>\$16,745.00</u> |
| Total Additional Services Fee:             | \$83,725.00        |
| Estimated Reimbursable Expenses:           |                    |
| Total / Idulional Col vices   Col          |                    |

Total Basic Services & Additional Services Adjusted Contract Fee: ...\$133,775.00

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.

# OWNERSHIP AND USE OF DOCUMENTS

Upon satisfactory performance with this agreement in its entirety, Kluber, Inc. grants to Lake County & Lake County Health Department a nonexclusive license to reproduce Kluber, Inc.'s Instruments of Service (drawings, specifications and other documents, including those in electronic form, prepared by Kluber, Inc. for the Project) for use solely with respect to the Project. Kluber, Inc. is deemed the author and owner of Kluber, Inc.'s Instruments of Service and retains all common law, statutory and other reserved rights, including copyrights.

#### **TIMING**

All services contemplated within this proposal shall be completed within 10 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. | Klub | ber. | P.E. |

President Kluber, Inc.

| Accepted | (Signature) |
|----------|-------------|

Date

By

Lake County Health Department

Confidentiality Notice:

The contents of this proposal are confidential and may not be distributed to persons other than those within your organization which require review of this document.