

VILLAGE OF VERNON HILLS

ORDINANCE 2017-092

AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES FOR A CONTRACT WITH THE HEZNER CORPORATION FOR DESIGN-BID SERVICES FOR THE VILLAGE HALL REMODELING PROJECT IN AN AMOUNT NOT TO EXCEED \$15,963

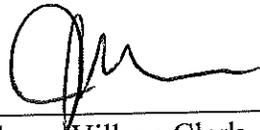
THE 18th DAY OF JULY 2017

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 15th Day of August 2017

AFFIDAVIT OF SERVICE

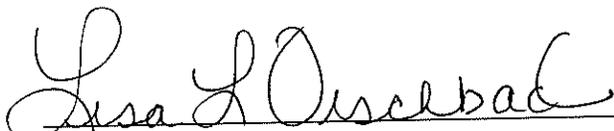
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

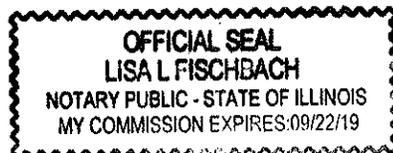
I, JOHN M. KALMAR, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2017-092 AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES FOR A CONTRACT WITH THE HEZNER CORPORATION FOR DESIGN-BID SERVICES FOR THE VILLAGE HALL REMODELING PROJECT IN AN AMOUNT NOT TO EXCEED \$15,963 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM AUGUST 15, 2017 TO AUGUST 25, 2017.



John M. Kalmar, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 15th DAY OF AUGUST 2017



Notary Public

**VILLAGE OF VERNON HILLS
ORDINANCE NO. 2017-092**

**AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES FOR A CONTRACT WITH
THE HEZNER CORPORATION FOR DESIGN-BID SERVICES FOR THE VILLAGE HALL
REMODELING PROJECT IN AN AMOUNT NOT TO EXCEED \$15,963**

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, for several years, meeting space within the Laschen Center has been made available for use by community groups and by the Lake County Clerks office for use as a polling site; and

WHEREAS, with the Laschen Center's scheduled closing on December 31, 2017, the Village Board authorized a contract with The Hezner Corporation to perform a space needs and cost analysis for remodeling the Village Hall to create alternate meeting space for community groups and for a new polling site beyond 2017; and

WHEREAS, the Village Board reviewed the space needs and cost analysis for remodeling the Village Hall, including three (3) design options as prepared by The Hezner Corporation at the Committee of the Whole meeting on July 5, 2017; and

WHEREAS, after review and consideration, the Committee determined that plan "A" was the most appropriate design option; and

WHEREAS, the Committee directed that design drawings and bid specifications be prepared in accordance with plan option A, and that The Hezner Corporation would be the most qualified architect to complete the design-bid services as described herein. Said agreement between the Village and The Hezner Corporation is attached hereto as Exhibit "A". The Committee further determined that waiver of bidding requirements is appropriate because Hezner, having completed the space needs and cost analysis, can more efficiently move into the design/ bid specification phase of the project.

**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 a contract with The Hezner Corporation in an amount not to exceed \$15,963 for design-bid specification services in connection with the Village Hall remodeling project. Said contract, attached hereto as Exhibit A is subject to final review and approval by the Village Attorney; and

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to The Hezner Corporation in an amount not to exceed \$15,963 in accordance with the contract attached hereto as Exhibit A.

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

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2017-092.

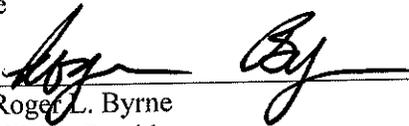
Dated the 18th day of July, 2017

Adopted by roll call votes as follows:

AYES: 6 - Marquardt, Oppenheim, Takaoka, Hebda, Schultz, Koch

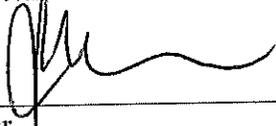
NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None



Roger L. Byrne
Village President

PASSED: 07/18/2017
APPROVED: 07/18/2017
ATTEST: 08/19/2017



John M. Kalmar
Village Clerk

ORDINANCE 2017-092
EXHIBIT A: Owner/Architect Agreement For Architectural Services



**OA4-2016 – Owner/Architect Agreement For Architectural Services
(Lump Sum Fee Compensation)**

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

1.0 AGREEMENT: This Agreement is made and entered into this 31st day of July 20 17,
by The Village of Vernon Hills (the "Owner")
and The Hezner Corporation (the "Architect").

1.1 Owner's Name: *[insert information]* Village of Vernon Hills
Address: 290 Evergreen Drive
City, State, Zip: Vernon Hills, IL 60060
Phone number: 847-918-3550
Cell number:

1.2 Architect's Name: *[insert information]* The Hezner Corporation
Address: 678 Broadway Street, Suite 100
City, State, Zip: Libertyville, IL 60048
Phone number: 847-918-3800
Cell number: 847-721-7601

2.0 PROJECT: The project is The Village of Vernon Hills Village Hall Interior Modifications for Conference Facilities, located at 290 E. Evergreen Drive, Vernon Hills, IL 60061, and consists of Interior Modifications for Conference Facilities.

3.0 BASIC SERVICES: The Architect agrees to perform basic services on behalf of the Owner, including usual and customary structural, mechanical, electrical, and plumbing engineering services:

3.1 Design Services: The Architect shall provide all required design services based upon the Owner's program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.

3.2 Construction Documents Services: The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.

3.3 Bidding: The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.

3.4 Construction Administration: The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:

3.4.1 Site Observation: The Architect shall visit the site at intervals as the Architect reasonably deems to be appropriate, or as stated in Section 18, to observe if construction is generally in accordance with the construction documents.



- 3.4.2 **Submittals:** The Architect shall review Contractor's and its subcontractors' shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.
- 3.4.3 **Changes in Work:** The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.
- 3.4.4 **Review of Contractor's Requests for Payment:** The Architect shall evaluate the Contractor's requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect's Certification for Payment represents to the Owner, that based on the Architect's evaluation of the work installed and the data presented for payment, to the best of the Architect's knowledge, information and belief, the Contractor is entitled to payment.
- 3.4.5 **Rejection of Nonconforming Work:** The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.
- 3.4.6 **Access to Project Site:** The Architect shall have access to the project site at all times.
- 3.4.7 **Determination of the Dates of Substantial Completion and Final Completion:** Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) at the project site, unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).

4.0 COMPENSATION: The Owner agrees to compensate the Architect for fixed fee at \$15,963.00, based on a nine percent (9%) fee of all construction and equipment delineated, specified or identified in the Construction Documents for the combined Design Services, Construction Documents, Bidding and Construction Administrative Phases of this project. Progress payments for Basic Services in each phase shall total the following percentages of the fee stated above:

Phase	Amount	Percent of Overall Fee
a. Planning and Design Services Phase	\$..... 6,385.20.....	Forty Percent (40%)
b. Construction Documents Phase.....	\$..... 7,183.35.....	Forty Five Percent (45%)
c. Bidding Phase	\$..... 798.15.....	Five Percent (5 %)
d. Construction Administration Phase	\$..... 1,596.30.....	Ten Percent..... (10%)
e. Total Fixed Fee on Base Contract ...	\$... 15,963.00	One Hundred Percent (100%)

- 4.1 **Initial Payment:** An initial payment of Three Thousand Dollars (\$3,000.00) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment.
- 4.2 **Reimbursable Expenses:** Reimbursable expenses shall be paid at the actual cost incurred by the Architect plus Ten percent (10 %).
- 4.3 **Other -** *[insert other compensation terms.]* ___

For additional services of Consultants including structural, mechanical and electrical engineering services and those provided under this contract shall be paid at the actual cost incurred at a multiple of one and fifteen hundredths (1.15) times the amount billed to the architect.



5.0 CONSULTANTS: The Architect and Owner may each employ consultants to perform work on the project.

5.1 ARCHITECT'S CONSULTANTS. The consultants retained by the Architect include, but are not necessarily limited to the following:

- 5.1.1 Structural Engineer
- 5.1.2 Mechanical/Plumbing/Fire Protection Engineer
- 5.1.3 Electrical Engineer
- 5.1.4 Interior Design Services
- 5.1.5 Specification Expertise on all Equipment and Construction

5.2 OWNER'S CONSULTANTS. The Owner's consultants may include, but are not necessarily limited to the following if required:

- 5.2.1 Surveyor
- 5.2.2 Geotechnical Engineer
- 5.2.3 Civil Engineer
- 5.2.4 Environmental Consultant for Environmental Exploration Reports
- 5.2.5 Hazardous Materials Consultant
- 5.2.6 Traffic Consultant
- 5.2.7 Detailed Cost Estimating
- 5.2.8 Landscape Architect

6.0 ADDITIONAL SERVICES: Owner requested services that are not part of the Architect's Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates. *[List services or billing categories and associated hourly rates below.]*

<u>Service / Billing Category</u>	<u>Billing Rate</u>
a. <u>Principal and Professional Employees Time</u>	\$ <u>175.00</u> per hour
b. <u>Associates and Non-Professional's Time</u>	\$ <u>125.00</u> per hour
c. <u>Clerical</u>	\$ <u>100.00</u> per hour

7.0 PAYMENT DUE DATE: Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the date of the Architect's invoice shall bear interest at the rate of primary rate as listed by The Northern Trust from time to time plus 2.5% per month until payment is satisfied. The Architect shall invoice the Owner once a month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days of date of the Architect's invoice.

8.0 JOBSITE SAFETY: The Owner hereby agrees and acknowledges that the Architect shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.

9.0 OWNERSHIP and COPYRIGHTS.

9.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for us solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their



- respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- 9.2** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable license to reproduce the Instruments of Service solely for purposes of constructing, using, modifying, rebuilding and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.
- 9.3** Except for the licenses granted, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by the license granted. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- 9.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.
- 10.0 MEDIATION and LITIGATION.** Should any claim(s) arise between the Owner and Architect; the parties agree to litigate such claims.
- 11.0 OWNER PROVIDED INFORMATION.** The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Owner or the Owner's consultants. The Architect shall not review said information for accuracy or completeness.
- 12.0 HAZARDOUS MATERIALS.** The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.
- 13.0 PERMITS AND APPROVALS.** It is the responsibility of the Owner to obtain all necessary permits and approvals for the project. The Architect shall assist the Owner in such endeavors as mutually agreed to in writing.
- 14.0 STATUTE OF LIMITATIONS PERIOD.** The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the Architect's services are substantially completed.
- 15.0 TERMINATION.** This Agreement may be terminated by either party upon notification to the other party via Time/Date Stamped Certified Mail. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination unless Architect or Owner is in breach of this agreement.
- 16.0 VENUE.** The parties agree to be subject to the jurisdiction of the County of Lake, State of Illinois. The laws of the State of Illinois shall govern the interpretation of this Agreement.



17.0 MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions: *[List any miscellaneous provisions below.]*

- a. Village of Vernon Hills "Village Hall Interior Modification Plan – Plan Option A- sketch" dated June 9, 2017 and "Scope of Work – Plan Option A" dated June 12, 2017, as shown in "Exhibit A" attached.
- b. If the basic services covered by this agreement have not been completed within nine (9) months of the date hereof, through no fault of the Architect's Services beyond that time shall be compensated as an additional service.
- c. Architect is a registered or licensed architect and represents and warrants to Owner that it has the necessary skills, equipment and staff to perform the Services in a manner consistent with general accepted professional standards for activities generally involving architecture. Architect's Federal Taxpayer Identification Number is 36-2680400.
- d. Architect represents and warrants that it is not barred from entering into this Agreement as a result of a violation of 720 ILCS 5/336-3 or 336-4.
- e. **Verification of Measurements, Drawings and Specifications**
Information regarding Project Site given in drawings and specifications is believed to be reasonably correct, but the Owner does not warrant the completeness or accuracy of such information, and it is the responsibility of the Architect to verify all such information independently and to make such other examination of the Project site as shall reasonably be necessary to satisfy itself of the conditions thereof.
- f. **Subcontracts/Purchase Orders**
Architect may only subcontract a portion of the Services with the prior written consent of Owner. Owner reserves the right to approve the form and substance of any subcontract and purchase order, such approval not to be unreasonably withheld, delayed or conditioned. Any subcontract shall prohibit subcontractor from subcontracting any portion of the Services unless he received the prior written consent of Owner. A "subcontractor" is a person or entity who has a direct contract with Architect to perform any of the Services at the Project Site (including, but not limited to, professional consultants or subconsultants and construction contractors or subcontractors). The term subcontractor means a subcontractor or its authorized representative. The term subcontractor does not include any separate contractor or its subcontractors.

All subcontracts and purchase orders and warranties and guarantees thereunder shall be assignable to Owner and shall provide that such warranties and guarantees shall be enforceable by the Owner regardless of whether such subcontractor or supplier has been paid by Architect. All subcontracts and purchase orders shall conform to the requirements of the Contract Documents. Contractor shall furnish Owner with copies of any subcontract and purchase order promptly upon request.
- g. **Insurance**
Architect, at its own expense, shall carry at all times prior to completion of the Services and acceptance by Owner of the Services, the insurance as verified and attached as Exhibit "B".
- h. **Default**
If the Architect is adjudged bankrupt, or becomes party to any voluntary or involuntary insolvency, bankruptcy, or reorganization proceed under state or federal law, or makes a general assignment for the benefit of Architect's creditors, or a receiver is appointed for Architect or for all or any portion of Architect's assets or if Architect fails to diligently prosecute the Services to completion thereof in a diligent, efficient, timely, professional manner and in strict accordance with the provisions of this Agreement or is in breach of any term agreement, covenant, condition, representation or warranty contained in this Agreement then the Owner may, without prejudice and after giving Architect five (5) days' notice, terminate this Agreement.

Upon such termination Architect shall deliver to Owner reproducible copies of all of Architect's drawings, and copies of all Architect's field notes, approvals, correspondence and other documents of any kind whatsoever which in any way relate to the Services. The cost for such copies shall be paid by the Owner.

Owner shall pay Architect for work mutually agreed to be completed and provided to date of termination.



i. Indemnity

Architect shall indemnify and hold harmless the Owner, the Owner's agents, if any, and their respective affiliates, subsidiaries, assigns, employees, agents, officers, shareholders and directors (collectively), the "Indemnified Parties") from and against all damages, liabilities or costs, arising as a result of Architect's intentional act or grossly negligent performance of professional services under this Agreement and that of its subcontractors or consultants or anyone for whom the Architect is legally liable.

Architect shall also indemnify and hold harmless Indemnified Parties from and against any and all claims to the extent out of or in connection with any Hazardous Materials knowingly brought or created on the job site by Architect or Architect's subcontractors or consultants.

In any and all claims against the Indemnified Parties, by any employee of Architecture or any subcontractor or consultant or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation stated above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect or any subcontractor or consultant under the applicable workers' compensation act, disability acts, or other employee benefits acts.

Architect shall indemnify and hold the Indemnified Parties harmless from and against all claims by any governmental or taxing authority claiming taxes based on gross receipts or on income of Architect or any of its subcontractors or consultants or any of their respective agents or employees with respect to any payment for the Work made to or earned by Architect or any of its subcontractors or consultants to any of their respective agents or employees under this Agreement.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors and employees (collectively, "Architect") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Owner's grossly negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

In any and all Claims against the Indemnified Parties, by any employee of Owner or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation stated above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Owner under the applicable workers' compensation act, disability acts, or other employee benefits acts.

Neither Owner, the Indemnities, nor Architect shall be obligated to indemnify any other party in any manner whatsoever for that other party's own gross negligence.

Nothing herein shall be construed to waive any immunities Owner may assert.

j. Notices

Notices may be delivered by registered or certified mail, facsimile transmission, overnight courier or messenger service and shall be deemed received three (3) days after mailing in the case of certified or registered mail, upon transmission if by facsimile transmission or upon delivery if by overnight courier or messenger, and may be sent to the parties at the following addresses:

If to Owner: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061-2904
Attention: Village Manager
Phone: (847) 918-3550

And a copy to: Schain Banks
70 W. Madison Street, Suite 5300
Chicago, IL
Attention: Patrick T. Brankin
Main Phone: (312) 345-5700
Direct: (312) 345-5722
Cell: (312) 345-5701



If to Architect:

The Hezner Corporation
678 Broadway Street
Suite 100
Libertyville, IL 60048
Attention: Scott Hezner/Kurt Hezner
Phone (847) 918-3800

k. Nondiscrimination

The Architect warrants that he has complied with all federal, state and local laws pertaining to labor, nondiscrimination, equal employment opportunity, public contracts and contract procurement, and knows of no violations thereof; and such warranty shall survive until completion of the Project.

l. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the respective parties, their heirs, legal representatives, successors and permitted assigns.

m. Non-Waiver

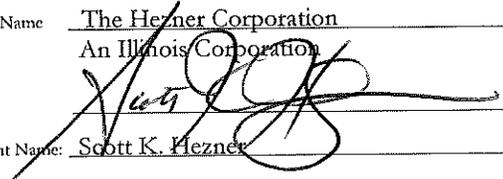
The waiver by Owner of the performance of any act, covenant, condition or promises herein shall not invalidate this Agreement, nor be considered as a waiver of any other or identical act, covenant, condition or promise herein.

n. Extent of Agreement

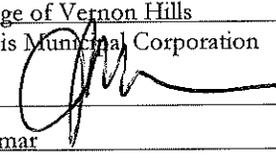
THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERCEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY IN WRITING SIGNED BY OWNER, AND ARCHITECT. NO AGREEMENT, STATEMENT OR PROMISE OF ANY KIND WITH RESPECT TO THIS AGREEMENT OR THE SERVICES TO BE PERFORMED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, WRITTEN PROPOSALS FROM ARCHITECT) SHALL BE VALID UNLESS SPECIFICALLY EVIDENCED BY A WRITING SIGNED BY OWNER AND ARCHITECT.

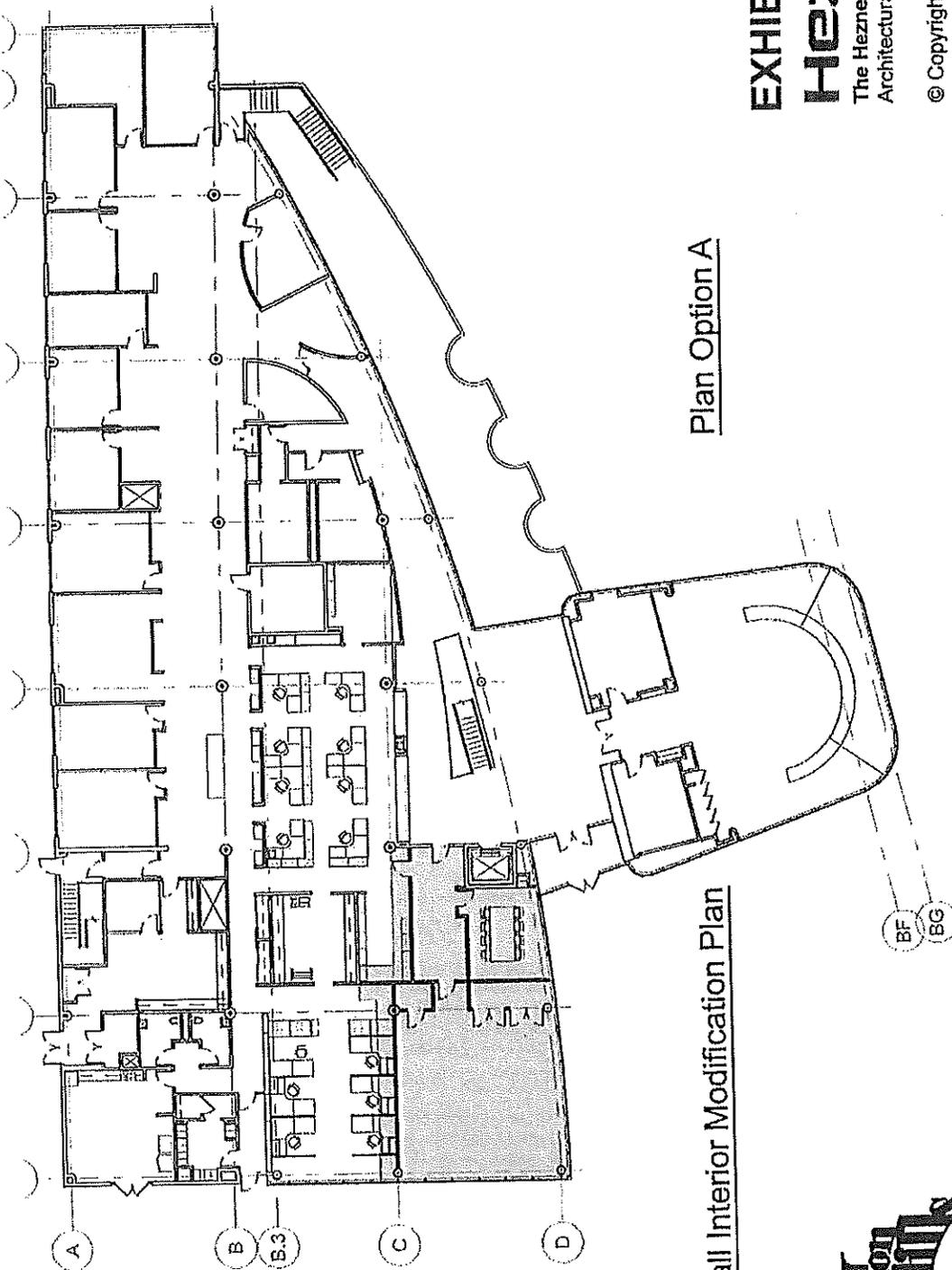
AGREED TO AND ACCEPTED BY

ARCHITECT:

Co Name The Hezner Corporation
An Illinois Corporation
By: 
Print Name: Scott K. Hezner
Title: Vice President

OWNER:

Co Name The Village of Vernon Hills
An Illinois Municipal Corporation
By: 
Print Name: John Kalmar
Title: Village Manager



Plan Option A

Village Hall Interior Modification Plan

EXHIBIT 'A'
HEZNER
 The Hezner Corporation
 Architectural Services

© Copyright: June 9, 2017





The Hezner Corporation
Architectural Services

T 847-918-3800
F 847-549-7633
E hezner@hezner.biz

678 Broadway Street
Suite 100
Libertyville, IL 60048

Plan Option A

June 12, 2017

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

RE: Vernon Hills Village Hall – Village Hall interior Modifications regarding
Conference Facilities – Cost Opinions
Scope of Work - Plan Option A

A. Cost Opinions:

1. Demolition	14,456.00
2. Temporary Dust Barriers Scrubbers, Hepa	3,075.00
3. Glass & Glazing	1,849.00
4. Metal Stud and Drywall	18,473.00
5. Acoustical	7,784.00
6. Carpet/Vinyl Base - Conference Center	9,936.00
7. Painting	6,586.00
8. Signage Allowance	500.00
9. Floor Patch or Prep	2,140.00
10. Fire Stopping	1,080.00
11. Caulking & Sealants	2,458.00
12. HM Frames & Doors, Hardware	11,700.00
13. Millwork	1,080.00
14. General Carpentry	14,364.00
15. Fire Suppression	4,428.00
16. HVAC	10,584.00
17. Electrical	21,735.00
Subtotal:	132,228.00
18. General Conditions/Superintendent's Time	22,205.00
19. Insurance	1,545.00
20. CM Fees at 8%	12,479.00
Opinion of Probable Construction Costs:	168,457.00

B. Equipment Costs:

1. Structured Cable Systems & LAN Infrastructure	6,085.00
2. Access Control System Modifications	2,819.00
Opinion of Probable Equipment Costs:	8,904.00

C. Design Fees: - Architectural, Interior, MEPFP @ 9%: 15,963.00

Opinion of Probable Project Costs: 193,324.00

Breakdown of Items identified separately from the 6/12/2017 Opinion of Probable Project Cost Summary.
Alternate / adds to the project include:

Alt No. 1 AV System / Equipment Consisting of One (1) 70" TV & Mount Including:

- Equipment Costs	\$ 6,000.00
- Architectural Fees	\$ 540.00
Subtotal:	\$ 6,540.00

Alt No. 2 Opinion of Furniture Costs for Plan Option A Configuration:

- Equipment Costs	\$19,100.00
- Architectural Fees	\$ 1,719.00
Subtotal:	\$20,819.00

Alt No. 3 Provide Door and Sidelite in South Corridor further separating Village Hall Operations from Conference Facilities:

- HM Frames and Sidelite	
- Door to Match Existing	
- Hardware	
- Glass	
- Contractor's O.H.&P.	
	\$ 1,992.00
- Architectural Fees	\$ 140.00
Subtotal:	\$ 2,132.00

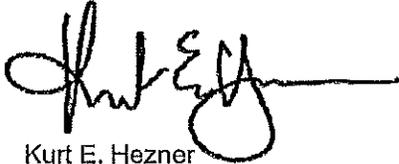
Clarifications to Opinion of Probable Project Costs:

- Excludes the Following:
 - Cost of permits since they will be waived
 - Remediation of any hazardous materials encountered
 - Builders Risk Insurance
 - Environmental testing of facility
 - Reimbursable expenses as defined in design contract.

Village of Vernon Hills
Conference Center Plan Option B
Revised/June 12, 2017

2. Cost Opinions are based on construction operations performed during regular business hours Monday thru Friday. No overtime has been included as part of the work scope.
3. Cost Opinions assume a fourth quarter 2017 construction start w/o contingency for a later start and assume an inflation rate of 2.5% from initially issued January 1, 2017 budgets.
4. All consumable utilities used during the construction process are to be provided and paid for by the Owner (i.e., electricity, water, gas, etc.).

Yours very truly,

A handwritten signature in black ink, appearing to read 'Kurt E. Hezner', with a long horizontal flourish extending to the right.

Kurt E. Hezner
HEZCORP CONSTRUCTION SERVICES

Client#: 856112

HEZNECOR

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: PHONE (A/C, No, Ext): 630 625-5247 FAX (A/C, No): 610 362-8900 E-MAIL ADDRESS: asmaa.elewa@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED The Hezner Corporation 678 Broadway St Ste 100 Libertyville, IL 60048	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B : Trumbull Insurance Company	27120
	INSURER C : RLI Insurance Company	13056
	INSURER D :	
	INSURER E :	
INSURER F :		

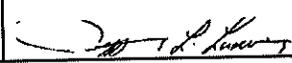
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			83SBAFO0274	12/29/2016	12/29/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83SBAFO0274	12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			83SBAFO0274	12/29/2016	12/29/2017	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECCC4843	03/15/2017	03/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liability			RDP0027312	12/29/2016	12/29/2017	\$2,000,000 each claim / \$2,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.

The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Village of Vernon Hills, only when there is a written contract that requires such status, and only with regard to work performed by the named insured.

CERTIFICATE HOLDER The Village of Vernon Hills 290 Evergreen Dr Vernon Hills, IL 60061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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