

October 10, 2022

JIM MARINO
CITY ADMINISTRATOR
CITY OF CREST HILL
1610 Plainfield Road
Crest Hill, IL 60403

[Sent via email to:jmarino@cityofcresthill.com](mailto:jmarino@cityofcresthill.com)

RE: CREST HILL CITY CENTER
CITY OF CREST HILL
MKA PROJECT No. TBD
CONSULTING SERVICES PROPOSAL

Dear Mr. Marino:

It was a pleasure meeting with you and Mayor Ray Soliman. Further to our meeting on September 29, 2022, *MKA International, Inc. (MKA)* has prepared this proposal for our services. Our tasks in relation to the completed design and in-progress construction of the City Center will be as follows:

- Getting Started:
 - Initial site visit to the City Center.
 - Initial meeting with City of Crest Hill representatives.
 - Initial meeting with Harbour Contractors, Inc. representatives.
 - Initial meeting with the Architect of record.
- Review and analyze the following documents provided by your office:
 - Contract for professional services between Architect and City of Crest Hill.
 - Preliminary design and design development documents prepared by the Architect.
 - Estimated construction costs based on preliminary design and design development documents.
 - Initial construction schedule prior to start of construction and later progress updated schedules.
 - Architectural and Engineering construction documents including “permit” set, subsequent revisions, and “issued for construction” set of drawings and specifications.



- Bids, quotes and / or proposals from contractors, subcontractors, and suppliers.
 - Approved submittals including product data, shop drawings, testing data, warranties, etc.
 - Contracts and Purchase Orders with contractors, subcontractors and suppliers.
 - Change Orders (CO), Request for Information (RFI) and Architect's Supplemental Instructions (ASI).
 - Approved Application for Payments and signed Waivers of Lien from subcontractors and suppliers. Associated updated Schedule of Values.
 - Construction progress photos from start of construction to present.
 - City of Crest Hill Building Department inspection records.
 - Meeting minutes.
- Concurrent with the above document review and analysis we expect to attend meetings with the following:
- City of Crest Hill staff.
 - Mayor and City Council.
 - Architect of record.
 - Harbour Contractors.
- Review and analyze documents and minutes pertaining to public meetings in which the design and construction of the City Center was discussed and/or costs were approved by the City Council.
- Time and expenses for travel from the MKA office located at 1400 Opus Place in Downers Grove, Illinois to Crest Hill.
- Provide oral reporting to the City Administrator of our progress.

The above services are in association with the City Center only, and Client acknowledges that MKA's role is consulting and advisory in nature. Our services will be billed on a time and expense basis in accordance with the enclosed Terms and Conditions and Fee Schedule.

An estimated budget for our services is \$128,000.00; however, the actual invoices may be less. Prior to exceeding the budget, we will advise you of additional anticipated tasks. Please advise us of any special billing procedures we should follow to facilitate the processing of our monthly invoices.



The following are not included:

- Forensic accounting services.
- Professional (architectural or engineering) design services.
- Analysis of documents related to environmental issues.
- Contract/invoice analysis which Harbour Contractors, Inc. has performed.
- Analysis of documents related to furniture, fixtures and equipment (FF&E) that are not permanently affixed to the building.

Please sign and date this letter of agreement where indicated below and return the original to my attention.

Thank you for giving us the opportunity to assist you. We look forward to contributing towards a successful resolution.

Sincerely,
MKA INTERNATIONAL, INC.



Juergen J. Fuss, AIA

JJF/mls

Accepted for: **CITY OF CREST HILL**

By: _____

Date: _____

Enclosures: Terms & Conditions
Fee Schedule



TERMS & CONDITIONS

This agreement is between MKA International, Inc., hereafter called "MKA", and The City of Crest Hill, hereafter called "Client".

MKA will provide services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under the Agreement. No other representations to Client, express or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement.

Limitation of Liability: To the fullest extent permitted by law, the Client agrees to limit the liability, if any, of MKA, its officers, directors, employees, consultants or agents, to the Client and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions, strict liability or breach of contract of MKA, to the sum of \$50,000 or MKA's fee, whichever is greater. However, if MKA's fee exceeds \$250,000, liability to client and to all contractors and subcontractors shall not exceed \$250,000.

Indemnity: Client agrees to save, indemnify and hold harmless MKA, its officers, directors, employees, consultants or agents, against any and all liability, including negligence, breach of contract, breach of express or implied warranty, misrepresentation or strict liability or any other claims seeking damages for personal injury, death (Client's employees included), property damage, loss of profits, damage to products or business reputation or other losses or damage arising out of the services provided, judgments, or demands, save and except claims or litigation arising through the sole negligence or sole willful misconduct of MKA. Client will make good to and reimburse MKA for any expenditures, including reasonable attorneys' fees, MKA may make by reason of such matters and if requested by MKA will defend any such suits at the sole cost and expense of Client.

Billing and Payment of Services: Invoices are issued monthly according to the attached fee schedule. Payment is due in full within fifteen (15) days of the invoice date. Interest may be charged at 1.5% per month (or at the maximum legal rate) on all balances unpaid thirty (30) days after the invoice date. In addition, client agrees to pay all costs of collection, including reasonable attorneys' fees and court costs incurred by MKA in collecting any delinquent account.

Opinions of Cost: MKA does not guarantee that estimates, proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by MKA nor that the project can be constructed or repaired within the budget established by the owner.

Dispute Resolution: All claims, disputes, and other matters in question between the parties to this agreement, arising out of

or relating to this agreement or the breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the parties mutually agree otherwise. Regardless of the outcome of the arbitration, the costs associated with the dispute resolution process, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties, except as noted above.

Claims by Parties: Should litigation occur between the parties relating to the provisions of this agreement or any act arising out of the performance of this agreement, all litigation expenses, collection expenses, witness fees, court costs and attorneys' fees shall be paid by the non-prevailing party to the prevailing party.

Miscellaneous:

No Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either MKA or the Client.

Governing Law: These Terms and Conditions and the contract of which they are a part shall be governed by and construed under the laws of the State of Colorado.

Entire Agreement: This Agreement, including the Project Initiation Letter, the Fee Schedule and any other attached documents, embodies the entire Agreement between the parties and supersedes all prior conversations, proposals, negotiation, understandings or agreements, whether written or oral.

Severability: Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law or in equity.

Force Majeure: MKA shall not be liable for any failure to perform or delay in the performance of the services due to circumstances beyond its control.

Termination: This agreement may be terminated by either party seven days after providing written notice of such intent to the other party. In the event of termination, MKA shall be paid compensation for services performed to termination date, including reimbursable expenses. In the event that compensation due MKA is over thirty days overdue, MKA has the right to suspend or terminate services without prior written notice.

Surviving Conditions: All provisions under the Terms and Conditions shall survive the termination or completion of this agreement.

May 4, 1999

FEE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>
Principals	\$350
Architects Building Technology Consultants	\$195-315
Clerk of The Works Consultants	\$110-200
Construction Consultants	\$160-315
Construction Cost Estimators	\$160-315
Construction Management	\$160-315
Electrical Consultants Engineers Estimators	\$170-315
Engineers [Civil Structural]	\$210-315
Fire & Electrical Forensic Consultants Engineers	\$170-315
Geotechnical Consultants Engineers Geologists	\$195-315
Mechanical Consultants Engineers Estimators	\$195-315
Restoration Consultants Estimators	\$160-315
Roofing Consultants Estimators	\$195-315
Scheduling Consultants	\$195-315
Technical [Graphics Analysts Specialized IT Operations]	\$110-245
Support Services	\$95
<u>Other Services</u>	
Deposition / Expert Witness Testimony (2 Hour Minimum Travel/Wait Time at Regular Rate)	\$525/hr
UAV Services	\$200/day
Matterport 3D Imagery	\$300/3D Space
Resistograph (Wood Decay Testing Device)	\$300/day
K9 Accelerant Detection Services	\$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost

